REQUEST FOR BID
WELD COUNTY, COLORADO
1150 O STREET
GREELEY, CO 80631

DATE: 03/19/19
BID NUMBER: B1900080
DESCRIPTION: Portable Crusher Plant and Control Trailer
DEPARTMENT: Public Works Department
BID OPENING DATE: 04/18/19

1. NOTICE TO BIDDERS:
The Board of County Commissioners of Weld County, Colorado, by and through its Controller/Purchasing Director (collectively referred to herein as, “Weld County”), wishes to purchase the following:

Portable Crusher Plant and Control Trailer

A mandatory pre-bid conference will be held on April 8, 2019 at 8:00 AM, at the Weld County Public Works Department Conference Room located at: 1111 "H" Street, Greeley Colorado 80631.

Bids will be received at the Office of the Weld County Purchasing Department in the Weld County Administrative Building, 1150 O Street Room #107 Greeley, CO 80631, until: (10:00 AM) on (April 18, 2019) (Weld County Purchasing Time Clock).

2. INVITATION TO BID:
Bids shall include any and all charges for delivery, less all taxes and discounts, and shall, in every way, be the total net price which the bidder will expect Weld County to pay, if awarded the bid.

You can find information concerning this request at two locations: On the Weld County Purchasing website at http://www.co.weld.co.us/Departments/Purchasing/index.html located under “Current Requests”. And, on the Bidnet Direct website at www.bidnetdirect.com. Weld County Government is a member of BidNet Direct. BidNet Direct is an on-line notification system which is being utilized by multiple non-profit and governmental entities. Participating entities post their bids, quotes, proposals, addendums, and awards on this one centralized system.

Bid Delivery to Weld County – 2 methods:

1. Email. Emailed bids are preferred. Bids may be emailed to: bids@weldgov.com. Emailed bids must include the following statement on the email: “I hereby waive my right to a sealed bid.” An email confirmation will be sent when we receive your bid/proposal. If more than one copy of the bid is requested, you must submit/mail hard copies of the bid proposal.

2. Mail or Hand Delivery. Mailed (or hand delivered) bids should be sent in a sealed envelope with the bid title and bid number on it. Please address to: Weld County Purchasing Department, Room #107, Greeley, CO 80631.

Please call Purchasing at 970-400-4222 or 4223 if you have any questions.
3. **GENERAL PROVISIONS:**

A. **Fund Availability:** Financial obligations of Weld County, payable after the current fiscal year, are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. By acceptance of the bid, Weld County does not warrant that funds will be available to fund the contract beyond the current fiscal year.

B. **Trade Secrets and other Confidential Information:** Weld County discourages bidders from submitting confidential information, including trade secrets, that cannot be disclosed to the public. If necessary, confidential information of the bidder shall be transmitted separately from the main bid submittal, clearly denoting in red on the information at the top the word, “CONFIDENTIAL.” However, the successful bidder is advised that as a public entity, Weld County must comply with the provisions of C.R.S. 24-72-201, et seq., the Colorado Open Records Act (CORA), with regard to public records, and cannot guarantee the confidentiality of all documents. The bidder is responsible for ensuring that all information contained within the confidential portion of the submittal is exempt from disclosure pursuant to C.R.S. 24-72-204(3)(a)(IV) (Trade secrets, privileged information, and confidential commercial, financial, geological, or geophysical data). If Weld County receives a CORA request for bid information marked “CONFIDENTIAL”, staff will review the confidential materials to determine whether any of them may be withheld from disclosure pursuant to CORA, and disclose those portions staff determines are not protected from disclosure. Weld County staff will not be responsible for redacting or identifying Confidential information which is included within the body of the bid and not separately identified. Any document which is incorporated as an exhibit into any contract executed by the County shall be a public document regardless of whether it is marked as confidential.

C. **Governmental Immunity:** No term or condition of the contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act §§24-10-101 et seq., as applicable now or hereafter amended.

D. **Independent Contractor:** The successful bidder shall perform its duties hereunder as an independent contractor and not as an employee. He or she shall be solely responsible for its acts and those of its agents and employees for all acts performed pursuant to the contract.

E. **Compliance with Law:** The successful bidder shall strictly comply with all applicable federal and state laws, rules and regulations in effect or hereafter established, including without limitation, laws applicable to discrimination and unfair employment practices.

F. **Choice of Law:** Colorado law, and rules and regulations, established pursuant thereto, shall be applied in the interpretation, execution, and enforcement of the contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules and/or regulations shall be null and void.

G. **No Third-Party Beneficiary Enforcement:** It is expressly understood and agreed that the enforcement of the terms and conditions of the contract, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in the contract shall give or allow any claim or right of action whatsoever by any other person not included in the contract.

H. **Term:** The term of this Agreement begins upon the date of the execution of this Agreement by County, and shall continue through and until successful bidder’s completion of the responsibilities described in the Bid.

I. **Termination:** County has the right to terminate this Agreement, with or without cause, on thirty (30) days written notice. Furthermore, this Agreement may be terminated at any time, without notice, upon a material breach of the terms of the Agreement.

J. **Extension or Modification:** Any amendments or modifications to this agreement shall be in
writing, signed by both parties.

K. **Subcontractors:** The successful bidder acknowledges that County has entered into this Agreement in reliance upon the particular reputation and expertise of the successful bidder. The successful bidder shall not enter into any subcontractor agreements for the completion of this Project without County’s prior written consent, which may be withheld in County’s sole discretion.

L. **Warranty:** The successful bidder shall provide a warranty to the County as arranged by the parties.

M. **Non-Assignment:** The successful bidder may not assign or transfer this Agreement, or any interest therein or claim thereunder, without the prior written approval of County.

N. **Interruptions:** Neither party to this Agreement shall be liable to the other for delays in delivery or failure to deliver or otherwise to perform any obligation under this Agreement, where such failure is due to any cause beyond its reasonable control, including but not limited to Acts of God, fires, strikes, war, flood, earthquakes, or Governmental actions.

O. **Non-Exclusive Agreement:** This Agreement is nonexclusive and County may engage or use other contractors or persons to perform services of the same or similar nature.

P. **Employee Financial Interest/Conflict of Interest – C.R.S. §§24-18-201 et seq. and §24-50-507:** The signatories to this Agreement agree that, to their knowledge, no employee of Weld County has any personal or beneficial interest whatsoever in the service or property which is the subject matter of this Agreement. County has no interest and shall not acquire any interest, direct or indirect, that would in any manner or degree interfere with the performance of the successful bidder’s services, and the successful bidder shall not employ any person having such known interests.

Q. **Severability.** If any term or condition of this Agreement shall be held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, this Agreement shall be construed and enforced without such provision, to the extent that this Agreement is then capable of execution within the original intent of the parties.

R. **Board of County Commissioners of Weld County Approval.** This Agreement shall not be valid until it has been approved by the Board of County Commissioners.

S. **Insurance.** Insurance coverage must be maintained as required by law and as specified in the specifications and/or scope of work.
SPECIFICATIONS FOR PORTABLE CRUSHING UNIT

DEPARTMENT: PUBLIC WORKS (Mining) ESTIMATED QUANTITY (1)

MINIMUM COUNTY SPECIFICATIONS SPECIFICATIONS TO BE COMPLETED BY BIDDER

1. Crusher: 200HP – 300HP
   44 - 45” cone,
   250 + MTPH capable
   All Roller bearing design
   Cone brake
   Hydraulic chamber clearing and adjustment
   from control trailer
   Crusher Hopper with 1/2” AR weld-in liner installed
   Drive sheave, drive belts and drive guard
   Lubrication package with reservoir cooler
   Lubrication reservoir filled to capacity
   Cold climate oil recirculation
   Oil flow meter
   Auto control of crusher lube and hydraulic functions
   Interlocked lube/hydraulic protection
   V-belt drive
   Crusher tools (id and specify)
   Pressure relief system
   Cone overflow sensor that shuts down feed hopper
   Liner wear monitoring ability
   Bowl float monitoring ability
   Maintenance door for inspection and clean-out
   Cone liner field replaceable
   Adjustable motor base

2. Chassis: Triple axle hutch suspension, with “booster axle” option if needed
   11R 22.5 Radial tires
   Fifth wheel included
   24X55WF frame beams,
   Minimum six (6) hydraulic leveling “run on” jacks (no cribbing required)
   with gas powered engine for hydraulic pump system,
   walkway on the sides and feed end of the screen
   walkway includes top handrail, intermediate rail and toe board
   walkway includes one angle stair to access and one ladder
   complete air brake system,
   brake, directional and tail lights
   2 amber flashing warning lights on rear
   mud flaps, guards, and DOT reflective tape
3. Screen features: 6’x20’, 40hp TEFC electric motor min
   three shaft adjustable oval motion stroke motion
   Three deck model
   low overall screen height for portability (15’6” maximum)
   Fall protection system for overhead conveyor and screen top deck
   huck bolted design
   quickly adjusts to a finer or coarser screening application by
   adjusting stroke angle, length and speed
   six load carrying double roll bronze caged spherical bearings
   non-contact drive seal
   fully contained oil splash lubrication system
   includes belt guard, drive belts, drive sheaves
   balanced design to accept various length discharge lips,
   high strength long lasting drawplates
   bolt on rubber lined feedbox and AR lined discharge lips
   adjustable snubbers for screen stability
   rubber springs to reduce basket, gear and bearing stress
   rubber springs standard (coil optional) with guards
   self-aligning spherical draw bolt washers
   bolt in deck bracing reduces deck and basket stress
   spray hole knockouts, bolt on spray hole covers
   access cover standard on three deck models
   right hand drive
   under-screen gathering hopper with adjustable rubber
   flashing and ¼” AR construction with conveyor belt lining
   lifting bars
   Screen media; top deck 2”, middle deck 1 1/2”, bottom deck 3”
   24” wide x 48” tall access door on cone end of screen (centered)
   cross members and bracing
   divided crown decks
   Martin wiper on product belt
   two lip discharge chute to cone
### MINIMUM COUNTY SPECIFICATIONS

4. Rear transfer conveyor: 36” wide grade III, 330 3-ply belting, reversible for open-circuit operation from control trailer
   5hp 1800 RPM TEFC electric motor min, martin wiper

5. Overhead feed conveyor: 42” wide grade III, 330 3-ply belting, Hydraulic 2 piece fold ability to vacate area above cone crusher
   Hydraulic raise/lower for travel, 1800 RPM TEFC electric motors, V-belt driven, martin wiper.

6. Under cone conveyor: 36” min wide grade III, 330 3-ply belting, 15 hp 1800 RPM TEFC electric motor min, martin wiper.
   Sprayers for dust control mounted.

7. Under screen conveyor: 60” wide grade III, 330 3-ply belting, 10 hp 1800 RPM TEFC electric motor min, martin wiper.

8. Switchgear with starters for screen drive and on plant Motors

9. Overall height in transportation configuration not to exceed 15’6”

10. Drop down grease lines from all bearings with ability to grease from the ground or from walkway

11. 75 ft of all cords to run entire new crusher unit (crusher & screen)
    from control trailer

12. All aggregate belts are to be vulcanized

13. Meets MSHA standards on guarding and safety

14. Operation and maintenance/repair manuals and operator training if offered

15. CEMA C standards for conveyors

16. Request a courtesy inspection by MSHA before delivery and address any concerns or issues before delivery with Weld County Personnel present
### SPECIFICATIONS FOR DRY BOX VAN TRAILER New or Used

**DEPARTMENT: PUBLIC WORKS (Mining)**

<table>
<thead>
<tr>
<th>MINIMUM COUNTY SPECIFICATIONS</th>
<th>SPECIFICATIONS TO BE COMPLETED BY BIDDER</th>
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<tbody>
<tr>
<td>1. 53’ x (96”min) control trailer, DOT certified, 2016 or newer</td>
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<td>2. Fifth wheel height: 48” (+-), king pin max 36” deep</td>
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<td>3. Able to run entire plant from trailer</td>
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<td>4. Updated electrical panels or MCC panels, dust proof</td>
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<td>5. Controls to start and stop entire plant from one trailer</td>
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<td>6. Wall mounted AC and heater unit in office</td>
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<td>7. 12’ walled in office, windows on three sides (42”x42” each) Exterior mounted antitheft window protections (i.e. bars with minimal site obstructions)</td>
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<td>8. Able to plug entire existing plant as well as any additions on new crusher/screen unit into one trailer, weather proof dust tight panels, plus a couple of blanks for future additions.</td>
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<td>9. Wooden floors and insulated ceiling and walls</td>
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<td>10. Space for tools, storage and bolt bin(5’x5’), flammable storage, Work bench (4’L x 32”W) and cabinet storage</td>
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<tr>
<td>11. Inside electrical outlets (4 duplex throughout, 4 duplex in office)</td>
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<tr>
<td>12. Outside electrical outlets (2 duplex)</td>
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<tr>
<td>13. Standard single panel side door for entry to trailer with 4’ stairs and handrail, barn doors on back of trailer, and door hold backs</td>
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<td>14. Overhead lighting inside trailer dust proof &amp; guarded (min 4)</td>
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<td>16. Must be able to connect both gen sets to control trailer to run entire plant. Hubbel cord connection</td>
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<td>17. Crusher hour meter, amp gauge, warning horn and light, labeled start/stop push buttons and E-stop push button mounted on door of electrical panel</td>
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<td>18. If control trailer is used, Weld County representative inspection required prior to building</td>
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<tr>
<td>19. Technical assistance available for initial setup of plant at Weld County gravel pit</td>
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**PRICING**

YEAR, MAKE, MODEL

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PRICE EACH - $__________________________

QUANTITY (1) __________________________

TOTAL------------------------$__________________________

YOUR BID MEETS OUR SPECS? YES NO

DELIVERY DATE: __________________________

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The undersigned, by his or her signature, hereby acknowledges and represents that:

1. The bid proposed herein meets all of the conditions, specifications and special provisions set forth in the request for proposal for Request No. #B1900080.
2. The quotations set forth herein are exclusive of any federal excise taxes and all other state and local taxes.
3. He or she is authorized to bind the below-named bidder for the amount shown on the accompanying proposal sheets.
4. The signed bid submitted, all of the documents of the Request for Proposal contained herein (including, but not limited to the product specifications and scope of services), the formal acceptance of the bid by Weld County, and signature of the Chair of the Board of County Commissioners, together constitutes a contract, with the contract date being the date of signature by the Chair of the Board of County Commissioners.
5. Weld County reserves the right to reject any and all bids, to waive any informality in the bids, and to accept the bid that, in the opinion of the Board of County Commissioners, is to the best interests of Weld County. The bid(s) may be awarded to more than one vendor.

FIRM____________________________________________________________________________

BUSINESS ADDRESS______________________________________________________________________

CITY, STATE, ZIP CODE ________________________________________________________________

TELEPHONE NO ___________________ FAX ______________________ TAX ID # _________________

PRINTED NAME AND TITLE___________________________________________________________

SIGNATURE _________________________________________________________________________

E-MAIL __________________________________________ DATE ________________
**ALL BIDDERS SHALL PROVIDE A W-9 WITH THE SUBMISSION OF THEIR BID**

WELD COUNTY IS EXEMPT FROM COLORADO SALES TAXES. THE CERTIFICATE OF EXEMPTION NUMBER IS #98-03551-0000. YOU DO NOT NEED TO SEND BACK PAGES 1 – 3.

ATTEST:  
Weld County Clerk to the Board  
BY: ________________________________  
Deputy Clerk to the Board  

BOARD OF COUNTY COMMISSIONERS  
WELD COUNTY, COLORADO  

Barbara Kirkmeyer, Chair  

APPROVED AS TO SUBSTANCE:  
Elected Official or Department Head  
Controller/Purchasing Director  

Equipment must include all applicable OSHA required equipment and meet all applicable OSHA regulations at time of manufacture. Warranty: Successful bidder shall warrant that the goods to be supplied pursuant to this bid are fit and sufficient for the purpose intended. The goods are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship. The goods sold to County pursuant to this bid conform to the minimum County specifications as established herein. Specifications to include all standard equipment as specified in manufacturer's specifications, parts manual, and statement of warranty. Bidder must notify Purchasing Director of any irregularities or any inability to meet the suggested minimum specifications no later than five days before bid opening. Any bids received without blanks being completed in detail will not be considered. Weld County will be using the following criteria for evaluating all bids: Bid price; delivery date; total operating cost per hour over the life of the equipment; dealer's service and parts organization, resale value, fuel consumption, and supporting documentation submitted per item 18. Certificate of Origin to be furnished at time of delivery for license purposes.

Title work must accompany invoice upon receipt of equipment. All vehicles will be delivered to Weld County Fleet Services, 1399 N 17th Avenue, Greeley, CO 80631. Title to be made out to: Weld County, Colorado, 1150 “O” Street, Greeley, CO 80631. All invoices need to be addressed to Weld County, Colorado, Accounting Attn: Barb Connolly, 1150 “O” Street – Room #107, Greeley, CO 80631 for payment.