



PURCHASING DIVISION

July 11, 2019

The City of Council Bluffs is seeking bids for grader blades and tire chain. All blades and chain must be delivered FOB to 901 10th Ave., Council Bluffs, IA 51501. Delivery must take place no later than October 4, 2019.

For the purpose of this bid, the following documents shall be submitted:

1. Bidder Proposal Form
2. 5% bid deposit if bid amount is over \$25,000.00
3. Statement of Intent / Nondiscrimination and Equal Opportunity

Legal Notice: Sealed bids will be received for the following:

GRADER BLADES AND TIRE CHAIN

The above shall be in strict accordance with City Specifications and Agreements now on file in the City Purchasing Office, City Hall.

Each bidder must submit bids on the Bidder's Proposal Form furnished by the City, and the same shall be properly signed by an executive member of the firm. Sealed bids shall be returned to the **Public Works Operations Facility, 1001 10th Ave, Council Bluffs, IA, 51501**, no later than **10:00 a.m. on August 1, 2019** clearly marked "**FY20-3 GRADER BLADES AND TIRE CHAIN.**" Pricing shall remain in effect for 45 days after the bid opening.

The four categories of products will be awarded independently. Bidders do not have to bid on all four categories to be eligible for a single category award.

In accordance with the Affirmative Action Program of the City of Council Bluffs, Iowa, Executive Orders 11246 and 11375, Titles VI and VII of the Civil Rights Act of 1964, the Iowa Civil Rights Act of 1965 and Chapter 216, Code of Iowa 2019, all successful bidders entering into contracts on behalf of the City exceeding \$10,000 are required to have an approved nondiscrimination and equal opportunity statement and an approved affirmative action program. All bidders are required to submit a signed Statement of Intent/Nondiscrimination and Equal Opportunity.

AGREEMENT

The entire contents of this agreement shall become a part of the contract or purchase order. In case of discrepancy between the contents of the contract documents, the following items listed by descending order shall prevail:

Contract
Addendum(s)
Legal Notice
Agreement
Specifications, Plans and Drawings
Proposal(s)
Statement of Intent/Nondiscrimination

1. Bids will be received and awarded on a firm price basis.
2. The City reserves the right to reject all bids and re-bid in the best interest of the City.
3. The City reserves the right to discontinue the purchase of any item or service proven unsatisfactory and purchase elsewhere.
4. Each bidder and the City recognize the Legal Notice to Bidders as part of the Agreement.
5. It is mutually understood by the City and the bidders that in all cases the City of Council Bluffs specifications will supersede any attached deviations from the specifications by the bidders unless said deviations are pre-approved and specifically noted in the proper location on the City's Bidders Proposal Form as furnished.
6. **ERRORS IN BIDS:** When an error is made in extending total prices, the unit bid price will govern. Carelessness in bidding prices or in preparation of bid otherwise, will not relieve the bidder from compliance. Therefore, bidders are cautioned to check their bid for possible errors. Errors discovered after public opening cannot be corrected and the bidder will be required to accept award if offered.
7. **TIE BIDS:** If two (2) or more City resident bidders submit identical bids, the decision of the City to make award to one (1) or more such bidders shall be final.
8. **BID DEPOSIT:** Each bid in excess of \$25,000.00 must be accompanied by a bid bond totaling 5% of the bid amount. The bid amount is the sum of the extended price of the four items listed in this bid. The bid bond will be returned to any companies that are not awarded the bid immediately after bid award. Bid winners' bonds will be returned upon execution of the agreement.
9. **DELIVERY:** FOB delivery to 901 10th Ave must be included in bid prices. The City will not pay additional fees.
10. No addenda shall be considered valid except those issued in writing from the City of Council Bluffs.
11. **INDEMNIFICATION:** Contractor shall: (1) faithfully perform said Contract on Principal's part and satisfy all claims and demands incurred for the same; (2) fully indemnify and save harmless the Owner from all costs and damages which said Owner may suffer by reason of failure to do so; and (3) fully reimburse and repay said Owner all outlay and expenses which said Owner may incur in making good any default.
The Contractor shall protect, defend, indemnify and save harmless the Owner, the Architect/Engineer and their officers, collectively referred to as "Indemnitees", from and against

costs and suits, actions, claims, losses, liability or damage of any character, and from and against costs and expenses, including in part attorney fees, incidental to the defense of such suits, actions, claims, sickness, including death, to any person, or damage to property, including in part the loss of use resulting there from, arising from any act or omission of the Contractor, or his employees, servants, agents, subcontractors or suppliers, or anyone else under the Contractor's direction and control, and arising out of, occurring in failure of performance of any work or services called for by the Contract, or from conditions created by the performance or non-performance of said work or services. The Contractor's indemnification hereunder shall apply without regard to whether acts or omissions of one or more of the Indemnitees would otherwise have made them jointly or derivatively negligent or liable for such damage or injury, expecting only that the Contractor shall not be obligated to so protect, defend, indemnify and save harmless if such damage or injury is due to the sole negligence of one or more of the Indemnitees.

12. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the City. The Contractor (bidder) shall be fully responsible to the Purchaser (City of Council Bluffs) for acts and omissions of any and all subcontractors.
13. SALES TAX EXEMPT: Bid prices shall not include state or federal taxes from which the City of Council Bluffs is exempt. An exemption certificate will be furnished upon request.
14. INVOICING/PAYMENT: All invoices shall be directed to Finance: Accounts Payable, 209 Pearl Street, Council Bluffs, IA, 51503, or emailed to purchasing@councilbluffs-ia.gov. Invoices will be paid within 30 business days from receipt of invoice.
15. QUESTIONS: Any questions regarding this bid shall be submitted via e-mail to teddy@councilbluffs-ia.gov by July 24, 2019 at 2:00 p.m. Any questions received via phone, in person, or after that deadline will not be addressed by any city personnel. Answers to those questions will be posted on the city's website, www.councilbluffs-ia.gov, no later than 3:00 p.m. July 25, 2019.

SPECIFICATIONS

Grader Blades

Road Grader Blades for 14' MoldBoard

Quantity: 50 (total blades)

- 3/4"x8"x7' CBD/SHP Grader Blade
- Curved Double Bevel / Standard Highway Punch
- High Carbon Steel
- Countersunk Holes for 5/8" Plow Bolts

Tire Chain

7/0 Cross Chain

Quantity: 4200 feet

- Twist Link Cross Chain, Continuous, Hardened
- Material Diameter: 5/16"
- 75 lbs per 100 ft minimum

9/0 Cross Chain

Quantity: 1500 feet

- Twist Link Cross Chain, Continuous, Hardened
- Material Diameter: 3/8"

- 120 lbs per 100 ft minimum

11/0 Cross Chain Quantity: 1500 feet

- Twist Link Cross Chain, Continuous, Hardened
- Material Diameter: 7/16"
- 160 lbs per 100 ft minimum

BIDDER PROPOSAL FORM

BIDDER: _____

ADDRESS: _____

BY: _____ TITLE: _____

TELEPHONE NUMBER: _____ FAX: _____

E-MAIL ADDRESS: _____

By signing this form, I acknowledge all questions & answers and addenda released by the City of Council Bluffs.

SIGNATURE: _____

Description	Proposed Item	Quantity	Unit Price	Extended Price
3/4"x8"x7' Road Grader Blades (each)		50		
7/0 Cross Tire Chain (per foot)		4200		
9/0 Cross Tire Chain (per foot)		1500		
11/0 Cross Tire Chain (per foot)		1500		

Cashier's check, certified check or bid bond amount \$ _____

Delivery time after receipt of City's official Notice of Award _____

STATEMENT OF INTENT / NONDISCRIMINATION

AND EQUAL OPPORTUNITY

The Contractor does hereby certify to the City of Council Bluffs, Iowa, that no person in any way be favored or discriminated against because of his race, creed, color, sex, sexual orientation, gender identity, national origin, political or religious affiliations.

We agree to file with the City and maintain an acceptable Affirmative Action Program for federally assisted contracts equal to or in excess of \$10,000, and an Equal Opportunity Policy Statement for federally and non-federally assisted contracts in amounts less than \$10,000. It is understood that noncompliance with any of the aforementioned stipulations will subject any and all existing contracts with the City to suspension, termination or cancellation.

Bidders are advised should your organization be awarded a contract by the City exceeding \$10,000, you will be required to submit a copy of your current Affirmative Action Plan or complete the City's Affirmative Action Program format to contract execution.

COMPANY

EXECUTIVE OFFICER

EQUAL OPPORTUNITY OFFICER

Address and Telephone Number of Equal
Opportunity Officer

AGREEMENT

TO BE FILLED OUT UPON BID AWARD

THIS CONTRACT is made and entered into this _____ day of _____, by and between the CITY OF COUNCIL BLUFFS, IOWA, hereinafter referred to as "Owner" and _____, hereinafter referred to as "Contractor", with said agreement to be effective when approved and executed by the Owner.

Whereas the Contractor on the _____ day of _____, did submit a proposal to the Owner of certain Plans and/or Specifications entitled _____

_____ a copy of which Proposal is attached and made part hereof, the parties hereto do hereby, in consideration of the mutual covenants hereinafter contained, agree with each other as follows:

1. The Contract Documents include the Notice to Bidders, Instruction to Bidders, General Conditions, Supplemental Specifications, Special Provisions, Proposal, Agreement, Proof of Insurance, Standard Details, Drawings, Addenda and Modifications are a part of this Contract the same as if each had been fully set out and attached hereto.
2. The Contractor agrees to furnish all materials and/or labor, mechanics for labor, tools, materials and equipment to complete the work under this contract in a good workmanlike manner in accordance with the Plans and Specifications.
3. The Owner agrees to pay the Contractor in accordance with the provisions of said specifications and the accepted proposal.
4. It is mutually agreed by each party hereto that all provisions of said plans and specifications shall be strictly complied with the substitutions or changes in said plans and specifications shall be made except upon written consent of the Owner, and such allowance shall in no manner be construed to release either party from any specified or implied obligation of said plans and specifications.
5. The Contractor shall deliver the materials and/or complete the work under this Contract within the time allotted by the Special Provisions or by an approved extension thereof. If the Contractor shall fail to do so, the Contractor agrees to pay the Owner as liquidated damages, and not as a penalty, the sum of \$50 for each and every day of a missed delivery deadline for work under this contract. The City has the right to utilize a different vendor and/or qualified contractor to complete the work.
6. As consideration for the successful performance and compliance with the Conditions, Owner shall pay to the Contractor the amount as agreed upon for the delivery of materials and/or completion or work as agreed in the bidder's Proposal Form. Payment to be made upon billed delivery and/or completion of the work as provided.
7. To the extent allowed or imposed by law, the Contractor shall defend, indemnify and hold harmless the City of Council Bluffs, including its agents and employees, from any claim or liability whether based on a claim for damages to real or personal property, or to a person, for any matter relating to or arising out of the Contractor's wrongful, negligent or otherwise illegal performance of Contractor's obligations under this Agreement.
8. This agreement may only be modified by WRITTEN mutual agreement executed by both Owner and Contractor.

IN WITNESS WHEREOF, we the contracting parties by our agents hereto affix our signatures.

SIGNED AND SEALED this _____ day of _____
at 209 Pearl Street, Council Bluffs, Iowa 51503.

Executed for Contractor By: _____

Title: _____

ATTEST: (Witness) By: _____

Title: _____

Executed for Owner: By: _____

Director of Department

ATTEST: (Witness) By: _____

(if required) Insurance Approved By: _____

Risk Manager