



PURCHASING DIVISION

July 12, 2019

The City of Council Bluffs is seeking bids to establish the cost of a Stellar Shuttle Hooklift Loader for a City-provided truck. The chassis will be a 2020 International HV613 with Allison Automatic Transmission. Unit bid shall be new and standard in all respects, except as specified otherwise and shall have all standard equipment as generally advertised. This unit will be used by the Council Bluffs Recycle Center Division on a daily basis. Once the City knows an anticipated delivery date, the winner of this bid will be notified. The bid winner will also be notified once the City has taken possession of the vehicle and will have 5 business days to begin the work as described under this contract.

Once work commences, the Bidder will have 60 days to complete the unit.

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

1. Bidder Proposal Form/ List of Deviations/Exceptions, if applicable.
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:

STELLAR HOOK LIFT LOADER

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 6, 2019** clearly marked "FY20-4 STELLAR HOOK LIFT LOADER". Pricing shall remain in effect for 45 days after the bid opening.

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 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 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. **PICK UP AND DELIVERY:** Net price shall include picking up the chassis at 901 10th Ave. Council Bluffs, IA 51501 and delivery of the unit to the same address, once completed. Delivery time must be filled out on the Bidder Proposal Form.
10. It shall be the responsibility of the successful bidder(s) to notify the City Purchasing Officer, in writing, if there becomes any reason the specified delivery time cannot be met. The City reserves the right to assess any costs incurred by the City due to late delivery to the successful bidder(s).
11. All exceptions to the specifications must be clearly itemized in the proper location on the bid proposal form, or state on the proposal form "see attached" for exceptions. Each exception will be considered by the City as to the degree of impact and total effect on the bid. All items not listed as exceptions shall be supplied to specification.

12. No addenda shall be considered valid except those issued in writing from the City of Council Bluffs.
13. **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.
14. **INSURANCE:** Contractor, and any Subcontractors utilized by Contractor herein, shall obtain insurance naming the City of Council Bluffs as additional insured in the minimum amounts and areas of coverage as stated in this section and shall maintain such coverage throughout the duration of this agreement. Prior to commencing any work or services in accordance with this agreement, Contractor, and any Subcontractors utilized by Contractor herein, shall provide a current Certificate of Insurance as part of this agreement AND the City shall have accepted the same by written approval to Contractor and/or Subcontractor.

The Certificate of Insurance must stipulate 30 days' notice of cancellation from the insurance company. Furthermore, Contractor, and any Subcontractors utilized by Contractor herein, agree and understand that any subrogation under the agreement is hereby waived in favor of the City. Contractor shall not alter or otherwise change any current insurance coverage submitted under this agreement without prior written approval from the City.

General Liability: The Contractor's General Liability policy shall provide for an unimpaired General Aggregate pursuant to this section. The Contractor's insurance coverage shall be primary and noncontributory to any valid and/or collectible excess insurance coverage carried by or available to the City, and shall carry the following minimum levels and areas of coverage:

The General Liability Policy shall have limits of not less than \$1,000,000.00 per occurrence, and \$2,000,000.00 Aggregate. The Commercial General Liability provides: (1) Bodily Injury and Property Damage Liability; (2) Personal and Advertising Injury Liability; (3) Contractual Liability covering this contract; (4) Independent Contractors' Liability; (5) Premises and Operations, with the City of Council Bluffs named as Additional Insured; (6) Completed Operations, with the City of Council Bluffs named as Additional Insured.

Worker's Compensation Insurance and Employer's Liability Insurance: The Contractor, and any Subcontractors utilized by Contractor herein, shall provide applicable statutory Worker's Compensation and Employers Liability Insurance. In the event that Worker's Compensation and Employers Liability Insurance is not required by statute or is otherwise deferred, such party shall execute a Worker's Compensation Release Form prior to commencing any work or services in accordance with this agreement.

Commercial Automobile: The Contractor, and any Subcontractors utilized by Contractor herein, shall provide coverage for all owned, non-owned, leased, rented, or borrowed vehicles with injury minimum limits of at least \$1,000,000.00, with the City of Council Bluffs named as additional insured.

The Contractor shall be responsible for any deductibles associated with the above policies, and shall bear all loss to the Contractor's equipment, supplies, and vehicles.

15. 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.
16. 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.
17. 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.
18. QUESTIONS: Any questions regarding this bid shall be submitted via e-mail to kriebe@councilbluffs-ia.gov by July 29, 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 30, 2019.

SPECIFICATIONS

Any requests for equivalent products must be submitted by the questions deadline so the City has an opportunity to notify bidder if the request is acceptable, or not. If an exception to the specifications below is approved and Bidder is taking exception, exception must be listed on Bidder Proposal Form. No exceptions will be granted on the Stellar equipment.

The following are *minimum* specifications for the unit described. All features below shall be furnished, incorporated and installed into a complete unit ready for operation upon delivery.

Stellar Shuttle Model 190-24-52 Hydraulic Hooklift

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|---------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Lifting Capacity: | 52,000 pounds gross weight evenly distributed in, or on, body. |
| Container Length: | 19-foot through 21.5-foot from front A-frame to rear of skid rails. Longer bodies up to 23.5-feet may be accommodated if full dump angle is not required (may require special body-mounted or extendable truck mounted bumper and additional latches to meet the Federal Motor Carrier Safety Administration (FMCSA) Rear End Protection regulation 393.86 and Securing Hooklift Containers regulation 393.134). |
| Maximum Dump Angle: | 50° |
| Operating Pressure: | 4200 PSI maximum. |

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Weight of Hooklift:	Hooklift weight not to exceed 6,200 pounds.
Height of Hooklift:	Hooklift height not to exceed 12.06" as measured from top of truck frame to top of hooklift rollers.
Hook Height:	61.75-inches from bottom of skid rails to bottom of hook bar. Hooklift must be able to pick up body 10-inches below grade, when mounted on a 41" truck frame height
PTO:	Hot Shift PTO installed for Allison Automatic Transmission
Hydraulic Pump:	Direct-coupled high-pressure piston pump.
Hydraulic Control Valve:	Hydraulic valve mounted directly onto the steel oil reservoir.
Controls:	Dual manual levers with sealed cable actuators mounted in the truck cab to allow full feathering of all hooklift functions.
Tilting Hook Assembly:	Hooklift must have pivoting type front tilt section (jib) to provide a low degree loading/unloading angle. Hook to include automatic mechanical safety latch which disengages only when the container/body is in proper position to be picked up or dropped of
Tilt Cylinder:	Single 5-inch bore with 2.5-inch diameter rod cylinder. Cylinder must be double acting and include dual integral pilot-operated counterbalance valves to prevent cylinder collapse in case of hose failure. Cylinder must be fully retracted when in the transport mode to prevent exposure of cylinder rod to corrosive road salts.
Tilt Section Operation:	Hooklift must include a hydraulic lock-out device to prevent operation of the tilt section while hooklift is in the dumping mode.
Lift Pump Cylinder:	Single 8-inch bore with 3.5-inch diameter rod cylinder. Cylinder must be double acting and include dual integral pilot-operated counterbalance valves to prevent cylinder collapse in case of hose failure.
Dump/Tilt Interlock:	Dumping must be accomplished through a rear pivot. Tilt and lift sections must lock into a rigid full length 27" wide frame with front saddles to provide support for the container while in the dump mode. These sections form this frame without the use of mechanical latches which rely on gravity, springs, or container/ body mounted latches. The system must be protected from out of sequence operation.
Rear Body Hold-downs:	Dual fixed-position hold down devices mounted to the dump frame to secure the body to the hooklift through all ranges of the dump mode. This must be accomplished without the use of steel springs and/ or hydraulic/air cylinders. Hooklift must be compatible with containers manufactured to ANSI Z245.60 recommended standard for waste containers.
Rear Dump Hinge Pin:	3-inch diameter carbon steel and zinc plated or type 17-4 stainless steel.
Pins:	All pins to be carbon steel and zinc plated or type 17-4 stainless steel.

Bushings: All bushings to be of the DX pre-lubricated variety, used with grease fittings. Bronze bushings not allowed due to survivability in heavy containment and corrosive environments.

Hoses & Hyd. Fittings: All hoses and fittings are to be SAE; metrics are not to be allowed. O-ring face seal fittings to be utilized wherever possible.

Origin of Manufacture: Hooklift to be designed and manufactured in the United States of America.

Steerable Pusher Axle

Lift Type: Watson & Chalin SL1190SSR Tru-Trk Alumilite 13,500-lb Ultra-Light Design

Lift: Lift to be air operated with Auto Reverse Lifting.

Suspension: To be Air Ride with vertical mount shock kit installed.

Brakes: Air brakes with dust shields installed.

Control: Controls to be mounted inside & outside the cab; Including Pressure Gauge and Lift/Lower Switch Inside Cab on dash; Pressure Gauge and Pressure Regulator Outside Cab.

Wheels/Tires: Dual Non Polished Aluminum 22.5 x 8.25 Wheels with Low Pro (G or H rated) Steer Tread design tires to be installed.

Axle Spacing: To be mounted 49" ahead of Drive Axle.

Tarp System

Brand: Pioneer Rack `N Pinion (Part # RP4500SARG)

Gantry: To be telescoping and cover up to 24' containers.

Shovel Holders: Two shovel holders to be mounted on uprights of Gantry support arms.

Warranty: 5 -Year MFG. Warranty.

Fenders

Rear Axles: Stainless Steel fenders mounted over both rear axles

Pusher Axle: Stainless Quarter fenders to be mounted on pusher axle.

Rear Bumper

Rear Bumper: To be a tube style Stellar ICC rated bumper with LED Stop-Turn-Taillights installed.

Lighting

Rear Strobes: One Set of Amber LED strobes to be mounted in rear bumper and operate from a single dash mounted switch. Strobes to match taillight style.

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