

## NOTICE TO BIDDERS

Notice is hereby given that the City of South Bend, Indiana, will receive sealed bids at the **Office of the Board of Public Works, 13th Floor, County-City Building, Room 1316, 227 West Jefferson, South Bend, Indiana, until the hour of 10:30 a.m., Local Time, on February 4, 2016**, for the following:

### **Equipment Purchase for Nello Corporation Phase VI Project No. 116-004**

Specifications are available for download by visiting the City of South Bend's web page at [www.southbendin.gov](http://www.southbendin.gov):

- X Click on "Business"
- X Click on "City Public Bids"
- X Click on "Vehicles, Equipment and Miscellaneous Bids"
- X Click on "Specification Sets & Bid Award Info"
- X Select specification to download
- X A pop up screen will appear; input company information (address/phone/fax/e-mail) where indicated
- X Click on "Submit Responses"
- X Print the specification or save it to your computer

There is no charge for the specifications. The specifications are also available for review only during regular working hours in the Department of Public Works, 1308 County-City Building, South Bend, Indiana 46601.

Bids received after 10:30 a.m., Local Time, on February 4, 2016, will be returned unopened.

**Bids must be on the City of South Bend Bid/Proposal form provided, which includes a Contractor's Non-Collusion and Non-Debarment Affidavit, Certification regarding Investment with Iran, Employment Eligibility Verification, Non-Discrimination Commitment and Certification of Use of United States Steel Products or Foundry Products Form. Certified Check or Bid Bond in the amount of not less than 10% must be submitted with the bid. A refund of the bid security will be issued upon satisfaction of Bid Award.**

**The Board may reject any bid that does not conform to these requirements as non-responsive.**

Any questions about bidding conditions must be addressed to the Owner in writing no later than 5:00 pm local time, January 28, 2016.

The Board reserves the right to reject any or all bids or to accept a full or partial award of the bid or bids which, in its judgment, will be to the best interest of the City of South Bend.

BOARD OF PUBLIC WORKS  
Linda M. Martin, Clerk

Publish two times:  
January 15, 2016  
January 22, 2016



- b. As provided by Ind. Code § 5-22-16.5-8, as amended from time-to-time, a Contractor is engaged in investment activities in Iran if either:
- i. Contractor, its successor or its affiliate, provides goods or services of twenty million dollars (\$20,000,000) or more in value in the energy sector of Iran; or
  - ii. Contractor, its successor or its affiliate, is a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another person for forty-five (45) days or more, if that person will (i) use the credit to provides goods and services in the energy sector in Iran; and (ii) at the time the financial institution extends credit, is a person identified on list published by the Indiana Department of Administration.

4. Contractor does not knowingly employ or contract with an unauthorized alien, nor retain any employee or contract with a person that the Contractor subsequently learns is an unauthorized alien. Contractor agrees that he/she/it shall enroll in and verify the work eligibility status of all of Contractor's newly hired employees through the E-Verify Program as defined by I.C. 22-5-1.7-3. Contractor's documentation of enrollment and participation in the E-Verify Program is included and attached as part of this bid/quote; and

5. Contractor shall require his/her/its subcontractors performing work under this public contract to certify that the subcontractors do not knowingly employ or contract with an unauthorized alien, nor retain any employee or contract with a person that the subcontractor subsequently learns is an unauthorized alien, and that the subcontractor has enrolled in and is participating in the E-Verify Program. The Contractor agrees to maintain this certification throughout the term of the contract with the City of South Bend, and understands that the City may terminate the contract for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the City.

6. Persons, partnerships, corporations, associations, or joint venturers awarded a contract by the City of South Bend through its agencies, boards, or commissions shall not discriminate against any employee or applicant for employment in the performance of a City contract with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of race, sex, religion, color, national origin, ancestry, age, gender expression, gender identity, sexual orientation or disability that does not affect that person's ability to perform the work.

In awarding contracts for the purchase of work, labor, services, supplies, equipment, materials, or any combination of the foregoing including, but not limited to, public works contracts awarded under public bidding laws or other contracts in which public bids are not required by law, the City, its agencies, boards, or commissions may consider the Contractor's good faith efforts to obtain participation by those Contractors certified by the State of Indiana as a Minority Business ("MBE") or as a Women's Business Enterprise ("WBE") as a factor in determining the lowest, responsible, responsive bidder.

In no event shall persons or entities seeking the award of a City contract be required to award a subcontract to an MBE/WBE; however, it may not unlawfully discriminate against said WBE/MBE. A finding of a discriminatory practice by the City's MBE/WBE Utilization Board shall prohibit that person or entity from being awarded a City contract for a period of one (1) year from the date of such determination, and such determination may also be

grounds for terminating the contract for which the discriminatory practice or noncompliance pertains.

7. The undersigned contractor agrees that the following nondiscrimination commitment shall be made a part of any contract which it may henceforth enter into with the City of South Bend, Indiana or any of its agencies, boards or commissions.

Contractor agrees not to discriminate against or intimidate any employee or applicant for employment in the performance of this contract with privileges of employment, or any matter directly or indirectly related to employment, because of race, religion, color, sex, gender expression, gender identity, sexual orientation, handicap, national origin or ancestry. Breach of this provision may be regarded as material breach of contract.

I, the undersigned bidder or agent as contractor on a public works project, understand my statutory obligations to the use of steel products or foundry products made in the United States (I.C. 5-16-8-1). I hereby certify that I and all subcontractors employed by me for this project will use steel products or foundry products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

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I hereby affirm under the penalties of perjury that the facts and information contained in the foregoing bid for public works are true and correct.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Contractor/Bidder (Firm)

\_\_\_\_\_  
Signature of Contractor/Bidder or Its Agent

\_\_\_\_\_  
Printed Name and Title

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

My Commission Expires \_\_\_\_\_

\_\_\_\_\_  
Notary Public

County of Residence \_\_\_\_\_

(To be completed only by Contractors/Bidders claiming to be a "local Indiana business" pursuant to I.C. 36-1-12-22)

**INDIANA LOCAL BUSINESS PREFERENCE CLAIM**

A "local Indiana business" refers to any of the following:

- (1) A business whose principal place of business is located in an affected county.
- (2) A business that pays a majority of its payroll (in dollar volume) to residents of affected counties.
- (3) A business that employs residents of affected counties as a majority of its employees.
- (4) A business that makes significant capital investments in the affected counties as defined in rules adopted by the political subdivision.
- (5) A business that has a substantial positive economic impact on the affected counties as defined by criteria in rules adopted by the political subdivision.

An "affected county" refers to St. Joseph County, Indiana, or the following counties located adjacent to St. Joseph County: Elkhart County, Marshall County, Starke County and LaPorte County

There are the following price preferences for supplies purchased from a local Indiana business:

- 5% for a purchase expected by the purchasing agency to be less than \$50,000
- 3% for a purchase expected by the purchasing agency to be at least \$50,000 but less than \$100,000.
- 1% for a purchase expected by the purchasing agency to be at least \$100,000.

Date: \_\_\_\_\_

Pursuant to I.C. 36-1-12-22, \_\_\_\_\_ claims a local Indiana business preference for Project \_\_\_\_\_ (Project # \_\_\_\_\_) located within the City of South Bend, St. Joseph County, Indiana.

- The location of the principal place of business is \_\_\_\_\_:  
*(Address)*
- St. Joseph County, Indiana
- The following county located adjacent to St. Joseph County, Indiana: \_\_\_\_\_.
- The majority of the business's payroll for the 12 months prior to the date of this Bid is to residents of St. Joseph County, Indiana or the adjacent county noted above.
- The majority of the business's employees for the 12 months prior to the date of this Bid are residents of St. Joseph County, Indiana, or the adjacent county noted above.

If the business is deemed to be the apparent lowest, responsible, responsive bidder, then it shall provide supporting documentation for the 12 month period prior to the date of the Bid of (i) the total payroll amount paid to all employees of the business, and (ii) the total payroll amount paid to employees who are residents of St. Joseph County and the adjacent county noted above.

**WHEN SUPPLYING SUPPORTING PAYROLL RECORDS,  
BIDDER SHALL REDACT ALL SOCIAL SECURITY NUMBERS.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Contractor/Bidder (Firm)

\_\_\_\_\_  
Signature of Contractor/Bidder or Its Agent

\_\_\_\_\_  
Printed Name and Title

**CITY OF SOUTH BEND, INDIANA**  
**SELLER'S BID FOR SALE OR LEASE OF MATERIALS**  
**SPECIFICATIONS**



<b>BID NAME</b>	<b>Equipment Purchase for Nello Corporation Phase VI</b>
	<b>Project No. 116-004</b>
<b>FOR BIDS DUE</b>	<b>February 4, 2016</b>

Pursuant to notices given, the undersigned offers bid(s) to the City of South Bend in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price.

F.O.B. destination is Nello Corporation located at 1201 Sheridan Street, South Bend, IN 46628

**I. OVERVIEW**

The City of South Bend is soliciting bids from qualified providers to supply a 10-gauge steel blast room 15 ft. W x 15 ft. H x 60 ft. L with in-out work flow; a metered cross trough designed floor reclaim system, including elevator, separator, abrasive hopper, blast pot and required dust collection system utilizing steel grit abrasive for a manufacturing facility, Nello Corporation, located at 1201 Sheridan Street, South Bend.

**II. DESCRIPTION**

The specifications listed define the requirements for all equipment required for the abrasive blast room that is designed to use steel grit to remove rust and mill scale from the surface of finished power transmission pole sections up to 53' long and 102" wide.

**III. EQUIPMENT SPECIFICATIONS**

- A. Proof must be provided with the submission of the bid at a minimum two prior successful installations of comparable steel blast rooms and floor reclaim systems including the elevator, separator, abrasive hopper, blast pot, and required dust collection system supplied to other manufacture(s) of electrical power transmission/distribution steel pole structures.
- B. Product must be new
- C. Start-up and training assistance after delivery of the product.
- D. Meet the equipment specifications and warranty details
- E. One (1) 10-ga. mild steel blast room enclosure with inside clear dimensions of 15 ft. W x 15 ft. H x 60 ft. L. This room is designed for in-out work flow.
- F. The blast room has one (1) set of work doors 12 ft. W x 15 ft. H, which is swing design.
- G. One (1) man exit door 2'-8" W x 6'-8" H with protected vision window, panic type exit hardware, and labyrinth seal to minimize abrasive leakage.
- H. Two (2) baffled clean air wall inlet plenums and one (1) baffled roof mounted clean air inlet plenum.

- I. One (1) dirty air exhaust plenum located in the center at one end of the room enclosure.
- J. All required seam caps to fasten over wall and roof panel joints to eliminate leakage from the blast room.
- K. The work handling design allows product to be introduced via fork truck or work cart.
- L. Abrasive reclaim floor with a metered cross trough configuration at one end of the booth.
- M. All drive pit and equipment pit cover plates or grating required to seal off pit.
- N. All required ¼" floor liner plate to mount to down with epoxy anchors over blast room floor exposed concrete.
- O. Abrasive reclaim floor utilizing 9" diameter floor augers
- P. All required shafting, flange bearings, felt seals, retainers, spacers, bolts and nuts.
- Q. All required floor grating rated at 632 lbs. per sq. ft. (concentrated load), 1/8" BB x 1 1/4" thick.
- R. All required reducer slide bases for proper tension adjustment designed to weld to embeds.
- S. All required drives and reducers, including one (1) 3-HP cross auger drive and motor, utilizing chain and sprockets offering rotation speed control.
- T. All required chain and sprockets
- U. 7" x 21-1/2" elevator approximately 17 ft. tall, including top take-up tension, top mounted 2-HP drive and motor, cast crowned and lagged pulleys on both the head and boot section, 3/8" thick x 5" W 1,650# rated belting and cast malleable iron buckets.
- V. 16" wide abrasive Classifier/Separator including a rotary drum with 3/16" perforated plate, inside and outside flighting to move trash and abrasive and is fed from the elevator by a 9" diameter auger and trough assembly.
- W. One (1) 1-HP shaft mounted top auger drive assembly.
- X. 50-cubic foot abrasive storage hopper configured for one (1) blast pot to sit directly under it, together with a slide gate to allow blast pot removal for good maintenance access. In addition, a perforated plate for final screening of abrasive prior to entering blast pot is provided under the slide gate.
- Y. An inspection and maintenance ladder, platform, and handrail for the elevator and separator equipment.
- Z. All required 3" and 6" metal flex trash hose

AA. One (1) 6.5 cubic foot single chamber blast pot constructed per ASME Section VIII Division I. Each blast pot includes:

1. 150 PSI working pressure
2. 24" diameter, 56" OAH, single outlet
3. 90 degree cone bottom head
4. 6" x 8" maintenance access handhold
5. Media spider above pop-up
6. 1-1/2" air inlet ball valve
7. Combo valve blowdown with 25' hose
8. One 1-1/2" metering valve with polyurethane sleeve
9. One 1-1/2" choke ball valve
10. One 1-1/4" Union end ball valve above metering valve
11. One electric abrasive cutoff control
12. Blasted, primed and painted standard white
13. One 1 1/4" x 75 ft. long blast hose assembly, W/ ten (10) coupling gaskets
14. One 7/16" silicone nitrate blast nozzle
15. One pneumatic powered deadman control with 110 ft. air control hose

BB. One (1) CO monitored breathing air system for one (1) operator.

CC. Standard safety equipment for each blast pot includes: one (1) blast helmet with cape, 50 tear-off lenses, 50 outer lenses, & 10 inter lenses, 50 ft. breathing air hose, and one (1) cool tube vortex.

DD. An 11,500 CFM cartridge dust collector. Twelve (12) cartridges, 3,900 square feet of filter area, creating an air to cloth ratio of 2.95:1. Photo-helic control which minimizes compressed air usage, over pulsing of cartridges which extends cartridge life and assures a more economical operating cost.

EE. The one (1) motor and the 11,500 CFM backward inclined fan will be roof mounted on the dust collector, rated at 6" static pressure.

FF. All ductwork is included from each point of origin to the dust collector within 25' of the exhaust plenum.

GG. All 6" and 4" ducting, as well as a 6" and 4" to 7" Y

HH. All electrics are 480 Volt, 60 Hertz, 3 Phase. A NEMA 4 enclosure is provided with 120 volt AC control circuit. Blast pot controls circuits are 24-Volt DC (12-Volt DC available if requested), fused main line disconnect, sequenced and interlocked for proper run cycle, all panels UL rated, pre-wired to a common terminal strip.

II. Limit switches on all work and man doors are provided, interlocked with blast pot controls ensuring that no blasting can take place with an open door.

JJ. Exit lights with protective lenses are provided for all man doors.

KK. Thirty-six (36) 2' x 4' T-8 fluorescent lights, being 18 wall and 18 roof mounted fixtures, framed openings, 1/4" Lexan protective lenses, adhesive tape and attachment springs are included.

LL. Individual motor disconnects are provided for each drive motor to be located where appropriate.

MM. Two (2) sets of parts books and operator manuals.

NN. All goods are painted green except safety yellow on all required guards, railing, ladders

OO. Turnkey Installation service

PP. All required concrete foundation work, slab(s), pits, pit steel (curb angles & mounting embeds), sump pumps, waterproofing, dimensional foundation drawings. The foundation work must be within plus/minus 1/4" tolerance. All related civil engineering design of the pit is by Nello Corporation.

#### IV. **WARRANTY**

A. 12 month warranty against any obvious design and manufacturing defects extended to outsourced OEM products

B. After hours phone support included at no extra charge

C. Weekend phone support included at no extra charge

D. Operator Training Included During Warranty Period

#### V. **COMPLETION**

A. Liquidated damages of \$100.00 dollars per day will be assessed by the City of South Bend and deducted from any monies owed to the vendor if the equipment is not delivered complete by **10 weeks** from time of receipt of formal purchase order and down payment.

#### VI. **TERMS OF PAYMENT**

A. One payment after product is received and accepted.

**VII. DELIVERY**

- A. **10 weeks** after receipt of formal purchase order and down payment.
- B. Shipping costs included in total package price.
- C. F.O.B. Destination

**VIII. BID SUBMISSION**

- A. Adhere to the Instructions to Bidders included in this bid packet.
- B. The Board will award the bid to the lowest responsible and responsive bidder. If the bid is not awarded to the lowest bidder, the factors used to justify the awards will be stated in writing at the request of any bidder. The Board reserves the right to reject any and/or all bids or portions thereof and to waive any irregularities or informalities. Any deviation from the equipment specifications listed above is grounds for rejection of the bid.
- C. Do NOT return the entire bid packet with your bid.
- D. This is a non-divisible bid.
- E. Cut-sheets are to be provided with the submission of the bid for each equipment item.

**CITY OF SOUTH BEND, INDIANA**  
**SELLER'S BID FOR SALE OR LEASE OF MATERIALS**  
**CHECKLIST FOR BIDDERS**



**Project Name** Equipment Purchase For Nello Corporation Phase VI  
**Project No.** 116-004  
**For Bids Due** February 4, 2016

From time to time the South Bend Board of Public Works finds it necessary to reject a bid because it does not comply with statutory requirements. In preparing your bid, please use the following checklist in order to make sure that your bid is done in the proper manner.

\_\_\_ Proper bid security included. The bidder has the option of providing either a Certified Check or Bid Bond.

\_\_\_ Bid prepared on the City of South Bend Bid/Proposal Form, completely executed.  
Contractor's Non-Collusion and Non-Debarment Affidavit, Certification Regarding Investments with Iran, Employment Eligibility Verification, Non-Discrimination Commitment, and Certification of use of United States Steel Products or Foundry Products.

\_\_\_ Cut-Sheets included with the Bid for each equipment item.  
Proof of at a minimum two prior successful installations of comparable steel blast rooms and floor reclaim systems including the elevator, separator, abrasive hopper, blast pot, and required dust collection system supplied to other manufacture(s) of electrical power transmission/distribution steel pole structures.

\_\_\_ Acknowledge Receipt of \_\_\_ Addendum(s) included with the bid.

\_\_\_ All required additional information is included with the bid.

\_\_\_ Proposal statements and other affidavits all signed by the proper party with name either printed or typed underneath signature.

\_\_\_ This checklist submitted with the Bid.

**This checklist is provided for bidder's use in assuring compliance with required documentation; however, it does not include all specifications requirements and does not relieve the bidder of the need to read and comply with the specifications.**

Bidder: \_\_\_\_\_ Date: \_\_\_\_\_

By Authorized Representative:

Signature: \_\_\_\_\_

Print Name & Title: \_\_\_\_\_

**CITY OF SOUTH BEND, INDIANA  
 BID/PROPOSAL**



**BID NAME** Equipment Purchase For Nello Corporation Phase VI  
**FOR BIDS DUE** Project No. 116-004  
February 4, 2016

<b>Item No.</b>	<b>Description</b>	<b>Est. Qty.</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Amount</b>
1	10-ga. mild steel blast room enclosure	1	LS		
2	Set of work doors	1	EACH		
3	Man exit door	1	EACH		
4	Baffled clean air wall inlet plenums	2	EACH		
5	Baffled roof mounted clean air inlet plenum	1	EACH		
6	Dirty air exhaust plenums	2	EACH		
7	Seam caps		EACH		
8	Abrasive reclaim floor		SFT		
9	Drive pit cover plates or grating		EACH		
10	Equipment pit cover plates or grating		EACH		
11	¼" floor liner plate		EACH		
12	Shafting	1	LS		
13	Flange Bearings		EACH		
14	Felt Seals		EACH		
15	Retainers		EACH		
16	Spacers		EACH		
17	Bolts		EACH		
18	Nuts		EACH		
19	Drives		EACH		

20	Reducers		EACH		
21	3-HP cross auger drive and motor	1	EACH		
22	Elevator	1	LS		
23	Abrasive classifier/separator	1	LS		
24	1-HP shaft mounted top auger drive assembly	1	EACH		
25	Abrasive storage hopper	1	LS		
26	Inspection and Maintenance Ladder, Platform, and Handrail	2	LS		
27	3" Metal Flex Trash Hose		LFT		
28	6" Metal Flex Trash Hose		LFT		
29	6.5 cubic foot single chamber blast pot	1	EACH		
30	CO monitored breathing air system	1	EACH		
31	Blast helmet with cape	1	EACH		
32	Blast pot tear-off lenses	50	EACH		
33	Blast pot outer lenses	50	EACH		
34	Blast pot inner lenses	10	EACH		
35	Blast pot breathing air hose	50	LFT		
36	Blast pot cool tube vortex	1	EACH		
37	11,500 CFM cartridge dust collector	1	EACH		
38	Dust collector cartridges	12	EACH		
39	Filter area	3900	SFT		
40	6" Ducting		LS		
41	4" Ducting		LS		
42	6" to 7" Y Ducting		LS		

43	4" to 7" Y Ducting		LS		
44	NEMA 4 enclosure for 120 volt AC control circuit	1	EACH		
45	Limit switch for work doors		EACH		
46	Limit switch for man doors		EACH		
47	Exit lights with protective lenses		EACH		
48	Wall mounted 2' x 4' T-8 fluorescent lights	18	EACH		
49	Roof mounted 2' x 4' T-8 fluorescent lights	18	EACH		
50	Wall mounted framed openings	18	EACH		
51	Roof mounted framed openings	18	EACH		
52	1/4" Lexan protective lenses	36	EACH		
53	Parts books	2	EACH		
54	Operator manuals	2	EACH		
55	Turnkey installation service	1	LS		
56	Foundation Work	1	LS		

Company:

\_\_\_\_\_

Address/City/State/Zip:

\_\_\_\_\_

Telephone Number:

\_\_\_\_\_

Fax

Number:

\_\_\_\_\_

By

\_\_\_\_\_

(Signature)

\_\_\_\_\_

(Printed name and title)

\_\_\_\_\_

**BOARD OF PUBLIC WORKS**

\_\_\_\_\_

Gary A. Gilot, President

\_\_\_\_\_

David P. Relos, Member

\_\_\_\_\_

Elizabeth A. Maradik, Member

\_\_\_\_\_

Therese J. Dorau, Member

\_\_\_\_\_

James A. Mueller, Member

\_\_\_\_\_

Attest: Linda M. Martin, Clerk

**CITY OF SOUTH BEND**  
**SELLER'S BID FOR SALE OR LEASE OF MATERIALS**  
**INSTRUCTIONS TO BIDDERS**



**I. BID FORMS AND EXECUTION**

- A. Bidders are expected to examine the Drawings, Specifications, Proposal and all Instructions. Failure to do so will be at the Bidder's risk.
- B. Each Bidder shall furnish all information required by the Notice, Instructions to Bidders and Specifications. Bids must be made on the form provided. The Bidder shall sign the Proposal and Non-Collusion Affidavit, which is a part of the provided form, where indicated, provide a notary signature and provide all other information required.
- C. The Bidder shall sign the Proposal in the following manner: If the Proposal is made by an individual, his/her name and post office address must be shown. If made by a partnership or joint venture, the name and post office address of each member of the partnership or joint venture must be shown. If made by a corporation, the Proposal must be signed by an officer of the corporation or by a representative duly authorized by the corporation to execute the Proposal in its behalf.

**II. SEALED BIDS ONLY**

- A. Bids, Proposals, Guaranty, and other required documents must be submitted in a sealed envelope marked on the outside with the general classification of material bids, i.e. "Bid for Computer Equipment," "Bid for Front End Loader," or "Bid for Office Supplies."
- B. When samples are required, such samples shall be delivered or shipped at the bidder's expense to the address specified in the Invitation to Bid. Samples must be shipped separately from bid documents and labeled clearly with the Bidder's name, address and the commodity or equipment classifications and documents, the item (and item number, if any), and Material Safety Data Sheets (if applicable). All samples must be representative of the commodities or equipment which will be supplied by the successful Bidder. All samples will become the property of the City of South Bend and none will be returned, unless otherwise stated in the Specifications.
- C. In the event of an inconsistency between provisions of the contract documents, the inconsistency shall be resolved by giving precedence in the following order:

**III. ORDER OF PRECEDENCE**

- A. Bid Form attached Proposal
- B. Amendments to Specifications
- C. Specifications
- D. Special Provision
- E. Instructions to Bidders
- F. Notice to Bidders

**IV. DELIVERY OF BIDS**

- A. Bids must be delivered to the Office of the Board of Public Works, 13<sup>th</sup> Floor, County-City Building, Room 1316, 227 West Jefferson Boulevard, South Bend, Indiana 46601 (574) 235-9251, by the time specified (local time) in the Notice to Bidders. If not delivered personally, the sealed envelope containing the Bid must be mailed to the following address:

City of South Bend  
Clerk of the Board of Public Works  
1316 County-City Building  
227 West Jefferson Boulevard  
South Bend, Indiana 46601

- B. The Post Office Department will be considered agent of the Bidder in delivering the bid. The City will not be responsible for deliveries. **Any Bids received after the time specified will be returned unopened.**
- C. Bids will be opened and read publicly at the time and place designated in the Notice to Bidders. Bidders, their authorized agents, and the public are invited to be present.
- D. Bidders may bid on one (1) or more item, provided however, that the bid submitted for each is delivered in a **separate, sealed envelope**, with the **envelope clearly labeled** on the outside as to the specific item for which the bid is being submitted. Bidders may submit separate bid bonds for each item being bid upon OR may submit one (1) bid bond equal to 10% of the combined total of all bids submitted.
- E. **The Board may reject any bid that does not conform to these requirements as non-responsive.**

#### **V. ADDENDA – NO VERBAL INTERPRETATIONS**

- A. No inquiries by Bidders relative to interpretation of Plans, Specifications, Special Provisions, or other Bidding Documents will be answered verbally. If any prospective Bidder is unable or unwilling to comply with one or more requirements of the bidding document, such Bidder should so inform the Board of Public Works in writing. Upon receipt of such information, consideration will be given to the advisability of issuing an Addendum which would thereupon become applicable to all Bidders. Any such inquiry must be submitted at least seven (7) days prior to the bid opening date in order to give the Board sufficient time to consider any necessary Addendum. All answers to such inquiries, in the form of Addenda, will be furnished to all prospective Bidders who have registered with the City. All Bidders are required to acknowledge receipt of any Addenda by inserting the Addendum number and the issuing date on executed Proposals.

#### **VI. REJECTION OF PROPOSALS CONTAINING ALTERATION, ERASURES, INCOMPLETE BIDS AND ETC.**

- A. Proposals shall be rejected if they show any alteration of form, additions not called for, conditional or alternate bids (except when and insofar as are invited), incomplete bids, erasures or irregularities of any kinds.
- B. All blank spaces for bid prices must be filled in, in ink, with the unit price and total price for each item (This does not apply to divisible bids). In case of incorrect totaling of amounts and where the unit price and the extension thereof do not agree, the unit price for each item shall govern, and the City is authorized to correct all erroneous extension and totals for the purpose of comparing bids.

#### **VII. TRADE DISCOUNTS**

- A. Trade discounts shall not be shown separately, but shall be incorporated in the Bidder's unit price, unless otherwise specified.

#### **VIII. VEHICLE BIDS**

- A. Bidders may bid on one (1) or more vehicles, provided however, that the bid submitted for each vehicle is delivered in a separate, sealed envelope, by vehicle, with the envelope clearly labeled on Bidders may bid on one (1) or more vehicles, provided however, that the bid submitted for each vehicle is delivered in a separate, sealed envelope, by vehicle, with the envelope clearly labeled on the outside as to the specific vehicle for which the bid is being submitted. Bidders may submit separate bid bonds for each vehicle being bid upon OR may submit one (1) bid bond equal to 10% of the combined total of all vehicle bids submitted.

- B. The Board may reject any bid that does not conform to these requirements as non-responsive.

**IX. TAX EXEMPTIONS**

- A. The City of South Bend is exempt from the payment of federal excise and transportation taxes levied under the provision of the Internal Revenue Code. It is also exempt from the Indiana State Gross Retail Tax (sales tax). The City will furnish the successful Bidder with any certificate of exemption required.

**X. WITHDRAWAL OF BIDS**

- A. Withdrawal of bids will be allowed only in those cases in which a written request to withdraw a bid is received by the Board of Public Works prior to the date and hour for receiving and opening bids. In such cases, the same will be returned to Bidder unopened.

**XI. ESCALATOR OR CONTINGENT CLAUSES**

- A. The use of escalator clauses or other contingent clauses by the Bidder is prohibited, unless requested or permitted by the Invitation to Bid. No Proposal shall contain nor be accompanied by any writing purporting to limit or qualify the City's right to accept such Proposal or purporting to alter such Proposal or any Contract which may be executed pursuant thereto.

**XII. PRICES MUST BE DELIVERED PRICES**

- A. The bid price shall be a delivered price. All materials shall be shipped F.O.B. destination as specified in the Invitation to Bid. No fuel surcharges accepted.

**XIII. AWARD – WAIVER OF TECHNICALITIES**

- A. The Award of Bid, if any award be made, will be made within sixty (60) calendar days after the opening of Proposals to the lowest responsible and responsive Bidder who's Proposal complies with all the requirements prescribed, exclusive of technicalities waived. Until the final award of the Bid, however, the right is reserved by the City to reject any and all Proposals and to waive technical errors.

**XIV. SPLITTING OF AWARDS/DIVISIBLE BIDS**

- A. Bids will be awarded on the basis of the total dollar amount for all items in the Proposal unless the bid is described by the City as a Divisible Bid. The City may award a Divisible Bid to the lowest responsible and responsive Bidder for each item or class of items as indicated in the bid documents.

**XV. BIDDER QUALIFICATION**

- A. The City may require any Bidder to submit evidence of qualifications, and may consider any evidence of the financial, technical, and other qualifications and abilities of the Bidder. The City will not award a Contract to a Bidder who, in its opinion, is not fully qualified on the basis of financial resources and responsibility, possession of adequate equipment, personnel, experience, and past record of performance to perform the obligations to be undertaken competently and without delay.

**XVI. PURCHASE ORDERS**

- A. A Purchase Order will be issued to the successful Bidder after formal acceptance of the bid is made by the City.

**XVII. NEW MANUFACTURE**

- A. Unless otherwise specified in the Invitation to Bid, the items offered shall all be new and the latest model of manufacture.

**XVIII. SOURCE OF SUPPLY**

- A. If the Bidder is not a manufacturer, the source of supply must be shown and all sub-contractors must be identified.

**XIX. PACKAGING**

- A. All items shall be delivered strongly packed and marked according to accepted commercial practice unless otherwise directed in the Specifications. No charge shall be made for containers and the City shall have no obligation to return containers unless otherwise provided by the Specifications or Special Provisions. Any items not received in good condition will be rejected.

**XX. INSPECTION OF GOODS**

- A. The City of South Bend reserves the right to inspect and have any goods tested after delivery for compliance with the specifications. Notice of latent defects, which would make the item unfit for the purposes for which they are required, may be given at any time within one year after discovery of the defects.
- B. All items rejected must be removed immediately by the Contractor at the expense of the Contractor. If the Contractor fails or refuses to remove the rejected items, they may be sold by the City of South Bend.
- C. In some cases, at the discretion of the City, inspection of the commodities or equipment will be made at the factory, plant, or other establishment where they are produced before shipment.
- D. The above provision shall not be construed in limitations of any rights the City may have under any laws including the Uniform Commercial Code.

**XXI. ASSIGNMENTS**

- A. No person to whom a Contract has been awarded may assign his interest in the Contract without the consent, in writing, of the City.

**XXII. CANCELLATION**

- A. The City of South Bend reserves the right to cancel any Contract for failure or refusal of performance, fraud, deceit, misrepresentation, collusion, conspiracy, or any other misconduct on the part of the Contractor.

**XXIII. DEDUCTION OF DAMAGES**

- A. If the City cancels the contract for any cause, it shall deduct from whatever is owed the Contractor on the Contract or any other Contract, any amount sufficient to compensate the City for any damages suffered by it because of the Contractor's wrongdoing.

**XXIV. METHOD OF INVOICING FOR PAYMENT**

- A. Contractor shall bill the City of South Bend
  1. On regular invoice form giving a complete and detailed description of the goods delivered, including purchase order number.
  2. If the Contractor allows a discount, the period of time in which the City must make payment to qualify for the discounts shall be computed from the date the City received the invoice (completely filled out), or the date the goods are delivered and accepted, whichever may be later, and shall not be less than twenty (20) days.
  3. If more than one shipment is made under the Contract and on the same purchase order, the City will make partial payments on a basis that is agreeable to both parties.

**XXV. OWNERSHIP OF GOODS**

- A. The goods which are the subject of the Contract shall remain property of the Contractor until delivered to and accepted by the City of South Bend.

**XXVI. ESTIMATED QUANTITIES**

- A. If the quantity set forth in the Notice to Bidders and Proposal is approximate and represents the estimated requirements of the City for a specified period of time, the unit price and the extended total price thereof shall be used only as a basis for the evaluation of bids. The actual quantities necessary may be more or less than the estimate, but the City shall neither be obligated nor limited to any specific amount. The City will, if at all possible, restrict increases to twenty percent (20%) of the estimated quantity and will, if at all possible, restrict decreases to twenty percent (20%) of the estimated quantity.

**XXVII. TERM "OR EQUAL"**

- A. Where the term "OR EQUAL" is used in these Specifications, the Bidder deviating from specified item shall file with his/her bid a letter fully explaining and justifying his/her proposed article or equal. The City of South Bend shall be the sole judge in determining if the "OR EQUAL" offered meets the Specifications.

**XXVIII. INDEMNIFICATION CLAUSE**

- A. The Contractor agrees to indemnify, defend, and hold harmless the City of South Bend, its agents, officers, and employees from all costs, losses, claims and suits, including court costs, attorney fees, and other expenses, arising from or out of the negligent performance of this Contract by the Bidder or because or arising out of any defect in the goods, materials or equipment supplied by the Bidder.

**NOTE: Incoming mail does not reach the Board of Public Works until after 9:30 a.m. If you are sending your bid via Federal Express or another overnight source, please confirm that your package will arrive before the bid opening time and date.**