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 April 21, 2016,** for the following:

Equipment Purchase for Nello Corporation Phase X Project No. 116-059

Specifications are available for download by visiting the City of South Bend's web page at www.southbendin.gov:

- X Click on "Business"
- X Click on "City Bids"
- X Click on "RFP, Vehicle, Equipment and Miscellaneous Bids"
- X Scroll down to "Specification Sets Available"
- X Select specification to download
- X Print the specification or save it to your computer
- X If interested in the bid; input company information (address/phone/fax/e-mail) where indicated on the RFP, Vehicle, Equipment and Miscellaneous Bids page
- X Click "Submit"

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 **April 21, 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 Department of Public Works, Division of Engineering, with attention to Richard Estes (restes@southbendin.gov), in writing no later than 5:00 pm local time, April 12, 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:
April 1, 2016
April 8, 2016

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

BID NAME **Equipment Purchase For Nello Corporation Phase X Project No. 116-059**
FOR BIDS DUE **April 21, 2016**

Date: _____ Bidder (Firm): _____

Address: _____

City/State/Zip: _____ Telephone Number: ( )

Agent of Bidder (if Applicable): _____

When the prospective Contractor is unable to certify to any of the statements below, it shall attach an explanation to this Affidavit.

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

(Must be completed for all quotes and bids. Please type or print)

STATE OF _____)
) SS:
_____ COUNTY)

The undersigned Contractor, being duly sworn upon his/her/its oath, affirms under the penalties of perjury that:

1. Contractor has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding. Contractor further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale; and

2. Contractor certifies by submission of this proposal that neither contractor nor any of its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and

3. Contractor has not, nor has any successor to, nor an affiliate of, Contractor, engaged in investment activities in Iran.

   a. For purposes of this Certification, "Iran" means the government of Iran and any agency or instrumentality of Iran, or as otherwise defined at Ind. Code § 5-22-16.5-5, as amended from time-to-time.

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 contact 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.

***

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

BID NAME	**Equipment Purchase for Nello Corporation Phase X Project No. 116-059**
FOR BIDS DUE	**April 21, 2016**

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 magnetic plate handling system designed to lift steel plate and cut steel trapezoid shapes that are forty-eight inches (48") to one hundred twenty inches (120") wide up to fifty-three feet (53') long and three-sixteenths of an inch (3/16") to three-quarters of an inch (3/4") thick with a maximum lifting weight of sixteen thousand two hundred (16,200) pounds for a manufacturing facility, Nello Corporation, located at 1201 Sheridan Street, South Bend.

II. DESCRIPTION

The specifications listed below define the requirements for the magnetic plate handling system.

III. EQUIPMENT SPECIFICATIONS

A. Minimum two (2) prior successful installations of comparable magnetic handling system used lift sheet steel in a facility that fabricates electrical power transmission/distribution steel pole structures or wireless communication steel pole structures

B. All equipment must meet the statutory obligations to the use of steel products or foundry products made in the United States (I.C. 5-16-8-1).

C. Product must be new

D. Meet the equipment specifications and warranty details

E. Sixteen (16) bipolar lifting magnets six and one half inches wide by forty-four inches long by eight inches high (6-1/2" wide x 44" long x 8" height) with two thousand (2,000) pound lifting capacity on one inch (1") thick or thicker Hot Rolled steel to achieve two (2) to one (1) safety factor and eight thousand (8,000) pound maximum potential capacity

F. Positive feedback to operator via individual magnet safety indicator lights upon magnetic force transfer to lifting load

G. Spring suspension assemblies on all sixteen (16) bipolar lifting magnets to ensure load sharing between magnets

H. Forty-nine foot (49') load beam with eight (8) magnet rows consisting of two (2) magnets per row and selective controller by row designed with and including integration of radio receiver and two radio transmitters for on/off/high system controls

I. Ninety (90) degree rotation for all magnet rows/crossarms to facilitate handling cut trapezoid shapes up to fifty-three feet (53') long and must be equipped with a repositioning system to facilitate the manual gang rotation of all magnet rows/crossarms from both ends of Load beam

J. Load beam suspended by a low headroom intermediate beam to single hook crane to eliminate the need for chains to attach load beam to the overhead crane

K. On-Board battery power supply to eliminate the need for cable reels to provide AC power supply from the crane system

L. Must not drop a load with loss of electrical power

M. Must not drop a load with improper operation of controls

N. Must not drop a load with faulty wiring

O. Must be able to pick up only one layer of steel plate at a time

P. No power consumption during the lift and no power consumption to hold the material lifted

Q. No hoist upgrades required to support magnet electrical power requirements

R. Zero magnet strength sensitivity to power supply variations

S. 100% duty cycle of lifting magnets, no down time for magnet coil cooling

T. Delivery Freight included

IV. WARRANTY

A. A twelve (12) month full parts and labor warranty against any obvious design and manufacturing defects extended to outsourced OEM products is to be included

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 one-hundred ($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 **twelve (12) weeks** from time of receipt of formal purchase order and down payment.

VI. TERMS OF PAYMENT

A. Payment of one-third (1/3) total bid price with the order

B. Payment of one-third (1/3) total bid price prior to shipment

C. Payment of one-third (1/3) total bid price net 30.

VII. DELIVERY

A. **Twelve (12) 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 may be required upon request to verify the bid complies with the bid specifications.

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 X**
Project No. **116-059**
For Bids Due **April 21, 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 a minimum two (2) prior successful installations of comparable magnetic handling system used lift sheet steel in a facility that fabricates electrical power transmission/distribution steel pole structures or wireless communication 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 X**
Project No. 116-059
FOR BIDS DUE **April 21, 2016**

Item No.	Description	Est. Qty.	Unit	Unit Price	Total Amount
1	Magnetic Plate Handling System	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, 13th 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.