

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 9:30 a.m.. Local Time, on April 26, 2016**, for the following:

Two (2), More or Less, 2016 or Newer, 3/4 Ton Extended Cab Two Wheel Drive Pick Up Trucks (Spec T)

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 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 **9:30 a.m., Local Time, on April 26, 2016**, will be returned unopened.

Bids must be on the City of South Bend Bid/Proposal form provided, which includes a Non-Debarment Affidavit, Non-Discrimination Commitment form, and a Non-Collusion Affidavit 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.

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.

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

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

- 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, and 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.

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



SPECIFICATIONS CITY OF SOUTH BEND

BID NAME	Two (2), More or Less, 2016 or Newer, 3/4 Ton Extended Cab Two Wheel Drive Pick Up Trucks (Spec T)
FOR BIDS DUE	April 26, 2016; 9:30 a.m., Local Time

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.

SPEC T – TWO (2) MORE OR LESS 2016 OR NEWER ¾ TON EXTENDED CAB TWO WHEEL DRIVE PICK UP TRUCKS

It is the intent of these specifications to describe a vehicle or piece of equipment for the City of South Bend. The unit shall be bid as a fully equipped complete unit as set out in the attached specifications. No partial or split bids will be accepted. Unit to be bid with and without trade-in if applicable. Vendor to complete bid proposal contained in this bid specification and attach to the submitted bid.

These are minimum specifications. Any variation from the specifications must be spelled out on a separate deviation list in order for the bid to be valid. **Any items not listed on the deviation sheet will be assumed to be part of the unit.**

Proprietary products or specific manufacturers may be referenced herein. Such references are only made to demonstrate minimum scope, quality, and style of the equipment desired. Equipment that is bid pursuant to these specifications shall be of equal quality and size, or greater, to those referenced, and are subject to approval by the South Bend Board of Public Works.

Vendor shall provide all information requested in specifications to qualify for bid. If information on brochure submitted does not completely cover specifications requested, it shall be typed and attached to brochure.

If an alternate is included within these specifications, please be advised that, alternate items placed in the specifications are to determine the best configuration of the item within a budgeted amount and may be included in the award criteria. If the Board elects to award one or more (s), the base bid price and the alternate bid price(s) will be totaled and compared for all bidders offering the final configuration. Award will be made based on the lowest responsible/responsive bid prices submitted for the base bid with selected (s), if applicable. Failure to submit a bid on an alternate may result in the entire bid being non-responsive, depending on the final configuration of the product.

Payment will be processed once the unit is inspected and accepted as to meeting the specifications by the Division of Central Services. This will include all manuals and warranty documentation.

Bidder must state as accurately as possible an intended delivery date from the date of the bid award. Due to the age of the City's existing fleet, it is imperative that the unit's be delivered as quickly as possible. **Stated delivery lead time may be included as an integral part of our bid selection process.** FOB Central Services. The unit and all related paperwork is to be delivered to:

Central Services Division
1045 West Sample Street
South Bend, Indiana 46619

All Certificates of Origin/Title Work shall list the owner as:

The City of South Bend
1045 West Sample Street
South Bend, Indiana 46619

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.

Chassis: Heavy duty extended cab, GVWR 8600# minimum. 8' fleet side short bed.

Wheelbase: 142" minimum

Engine: 8 cylinder, 5.4 liter minimum, gasoline powered

Transmission: Automatic with overdrive and HD cooler.

Front Suspension: 4000# minimum capacity with HD shocks

Rear Suspension: 6000# minimum capacity with HD shocks

Brakes: 4-wheel anti-lock, front disc, rear drum type. 4 wheel disc preferred.

Steering: Power assist

Tires: LT235/85R16 all terrain radials, minimum. Dealer shall equip truck with a full size tire as a spare. The spare tire will be wheel mounted. Space saver tires WILL NOT be accepted as the fifth tire and wheel.

Electrical: 125 amp alternator HD, 600 CCA battery HD

Cooling: Heavy duty radiator

Miscellaneous:

Tow Package: Complete with electric brake controller and trailer towing mirrors.

Spray In Liner: Sprayed in bed liner.

Cab & Accessories: AM/FM radio, power outlet, tinted windshield and clearly visible calibrated dash mounted gauges. Exterior mirrors on both left and right sides of vehicle. Dealer to include HD rear step bumper capable of handling potentially heavy towing, rear sliding window. Air bag driver and passenger, cloth covered 60/40 split bench seat. Heavy duty rubber floor covering with rubber mats. Air conditioning. Electric windows, locks, and mirrors.

Rust Proofing: 5 year unlimited mileage factory warranty

Color: White

Warranty: Minimum 3/36 bumper to bumper

Quantity: Two (2) more or less

Alternates:

Alternate 1: 8' utility bed with customizable compartments. Unit will have sprayed in bed liner in bottoms of compartments and in bed over the top of sides.

Alternate 2: CNG – Bi-fuel conversion with tanks mounted under bed.

General Product Type: Complete turnkey bi-fuel compressed natural gas/gasoline vehicle conversion which is Department of Transportation, Environmental Protection Agency, and National Fire Protection Agency 52 compliant.

Certification: Installation facility shall have a certified gaseous fuel system inspector on staff. Installer to be factory trained and certified by conversion kit manufacturer. Copies of certifications shall be included. Minimum 3 references available upon request.

- Cylinder enclosures: Any cylinders mounted outside of vehicle shall be enclosed. Cylinder enclosures to be made of a minimum 14 gauge steel or equivalent strength material. Any cylinders mounted inside of vehicle shall be enclosed also to keep tanks, valves, plumbing, etc. protected from damage. The material may be wood, aluminum, or plastic finished to match vehicle interior.
- Cylinder cradles: Cylinder cradles to be made of A36 low carbon steel with a tensile strength of 58,000 PSI. Tank brackets and hangers to meet or exceed NFPA52 standards.
- Plumbing: A minimum of 3/8" seamless stainless steel tubing with a .049 wall thickness with a 4800 P.S.I. working rating and a 20,000 P.S.I. burst pressure is to be used. All high pressure tubing is constructed of stainless steel. All lines are supported with either split block high pressure retaining devices or rubber insulated steel clamps. Wherever movement may be present high pressure hoses that comply with ANSI/IAS, NGV4.2-1999, CSA 12.52 shall be used. Safety check valves to be installed downstream from the fill receptacle and before the cylinders. Manual ¼ turn shut-off valve and mechanical high pressure gauge must be used. Unit shall also have an electrically operated valve at tank.
- Wiring: All wiring, internal and external, shall be loomed, and properly secured and routed in a professional manner. Any necessary wire splices and or connections shall be soldered and shrink-wrapped, or finished using crimped connectors and shrink-wrapped. Loom to be securely fastened and supported to the inside of compartment walls using properly sized cushion clamps, metal clips, or other industry accepted supporting hardware. Tie-wraps shall only be used in between primary wiring supports as necessary to aid in securing wire bundles. Tie-wraps SHALL NOT be used for the primary supporting or securing of wiring.
- General Provisions: All cylinder mounting fasteners are constructed with Grade 8 material and installed in a manner that is compliant with NFPA-52 regulations and are tightened to S.A.E. specifications. All attaching hardware to be corrosion resistant and incorporate self-locking nuts, or either a lock washer or star washer at the minimum. Where the attaching hardware passes thru the body, bed or cargo area of the vehicle, a substantial plate or large fender washer shall be used to properly distribute the load. Plain washers to be incorporated under the head of hex-head bolts.

Storage Tank: Tanks to be type IV 20 GGE nominal. Vendor shall provide pricing for tank size options. All tanks to be certified for 20 years and manufactured in the same year as bid. Vendor to consult with Fleet Manager for exact size and placement.

Fuel Gauge: Unit to include a dash mounted fuel gauge to allow for metering of CNG usage. Shall also include way to monitor CNG fuel versus gasoline usage.

Methane Detector: Must include self-contained methane detector to be powered by vehicle electrical system.

Controls: Main on off controls shall be dash mounted.

Training: Vendor to provide all necessary training to operators, and maintenance technicians. General service training.

Transportation: All transportation to and from bidders facility shall be the responsibility of the successful bidder. Must specify location of installation and nearest repair facility.

Warranty: Parts and labor warranty to match original OEM drive train and cover any consequential damages caused by CNG system. Bidder shall supply proof of warranty. Successful bidder is responsible for all warranty repairs. Vendor to state nearest warranty dealer. If travel outside the City of South Bend is required for warranty repairs, transportation of the unit is the responsibility of the successful bidder. All warranty repairs to take place within 48 hours or vendor to pay \$100 a day penalty.

**BID/PROPOSAL
CITY OF SOUTH BEND**



BID NAME Two (2), More or Less, 2016 or Newer, 3/4 Ton Extended Cab Two Wheel
FOR BIDS DUE Drive Pick Up Trucks (Spec T)
 April 26, 2016; 9:30 a.m., Local Time

Description		Year/Make/Model		Unit Price
				\$
Alternate#	Description	Cost	Total	
1	8' utility bed with customizable compartments. Unit will have sprayed in bed liner in bottoms of compartments and in bed over the top of sides.	\$		
2	CNG – Bi-fuel conversion with tanks mounted under bed.	\$		
Estimated number of days for delivery from award date.				

Bidder (Firm): _____

Address: _____

City/State/Zip: _____

Telephone Number: _____ Fax Number: _____

By _____
(Signature)

(Printed Name)

(Title)

BOARD OF PUBLIC WORKS

Gary A. Gilot, President

Elizabeth A. Maradik, Member

David P. Relos, Member

Therese J. Dorau, Member

James Mueller, Member

Attest: Linda M. Martin, Clerk



CITY OF SOUTH BEND INSTRUCTIONS TO BIDDERS

1. 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.

2. 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:

3. 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

4. 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.**
5. 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.
6. 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.
7. TRADE DISCOUNTS
- A. Trade discounts shall not be shown separately, but shall be incorporated in the Bidder's unit price, unless otherwise specified.
8. 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.
9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. PURCHASE ORDERS

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

17. NEW MANUFACTURE

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

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.