

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, Ste. 1316, County-City Building, 227 West Jefferson Blvd., South Bend, Indiana, until the hour of 9:30am. Local Time, on January 14th, 2020**, for the following:

Venues Parks & Arts 2020 Chemical Supply

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

- X Click on "I'm Looking For"
- X Click on "Doing Business in South Bend"
- X Click on "City Contracts – Invitations to Bid"
- X Click on the "Required Link" to register your company. ***You must register to receive addenda and updates to the specific bid you are interested in. Failure to do so could render your bid non-responsive to the specifications.***

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, Ste. 1316, County-City Building, 227 W. Jefferson Blvd., South Bend, Indiana 46601.

Bids received after **9:30am. Local Time, on January 14th, 2020**, 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.

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 interests of the City of South Bend. If the Board elects to award the base bid plus an alternate(s), the Board will look at the totality of the cost when determining the lowest, most responsible bid.

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

BOARD OF PUBLIC WORKS
Linda M. Martin, Clerk

Publish two times:
December 27th, 2019
January 3rd, 2020

- 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 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 made in the United States on this project if awarded. I understand I have an affirmative duty to notify the City in my bid that my proposal does not include the use of steel products or foundry products made in the United States. I understand it is my sole obligation and responsibility to provide a justification to the City, subject to review and approval, why the cost of United States made steel or foundry products is unreasonable. Prior to award and upon submission of bid which does not use steel products or foundry products made in the United States, the City, through its director of public works, shall make a determination if the price of United States made steel or foundry is unreasonable. 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. 5-22-15-20.9, _____ 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 Venues Parks & Arts 2020 Chemical Supply
FOR BIDS DUE January 14th, 2020 @ 9:30 am

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.

1. The City may accept bids from firms on individual items.
2. The City reserves the right to accept or reject any bids on any or all items.
3. The City has the right to order any quantity which the responsible department supervisors, Director, and/or Purchasing Manager deem necessary during the contract period.
4. All bid prices selected shall remain in effect for purchases within the year 2020.
5. All bids are to be f.o.b. at any City of South Bend facility. No fuel charges will be allowed.
6. Firm must be able to produce product SDS sheets upon request.
7. If there are pallet or bulk quantity pricing that is lower, please list that in addition to the individual pricing.
8. Firm must be authorized wholesaler of chemicals that are bid, with ability to recognize industry warranties.
9. Chemical supplier must be able to guarantee claims of product performance.
10. Bidder must include application schedule for chemicals provided at no additional cost.
11. Please address any questions to the Project Manager, Patrick Sherman, at psherman@southbendin.gov by 01/07/2020.



**BID/PROPOSAL
CITY OF SOUTH BEND**

BID NAME Venues Parks & Arts 2020 Chemical Supply
FOR BIDS DUE January 14th, 2020 @ 9:30 am

Please use the forms below to submit bids.

Wetting agents – Alternates will be considered with support documentation.

Product	Qty.	Alternate	Price	Bulk discount if appl.
Abyss Soil Surfactant	2.5 gal		\$	
Alypso Plus	2.5 gal		\$	
Aquanox Soil Surfactant	44 lb		\$	
Aqueduct Flex Granule Wetting Agent	2.5 gal		\$	
Aqueduct Soil Surfactant	30 gal		\$	
Aqueduct Soil Surfactant	2.5 gal		\$	
Cascade Plus	2.5 gal		\$	
Distance Soil Surfactant	2.5 gal		\$	
D-Solve	2.5 gal		\$	
Hydro-Pak Command	2.5 gal		\$	
LESCOFlo Ultra Superior Nonionic Soil Wetting Agent	50 lb		\$	
LESCO-Wet Plus Granular Nonionic Wetting Agent	2.5 gal		\$	
LESCO-Wet Plus Nonionic Wetting Agent	40 lb		\$	
Moisture Magnet	2.5 gal		\$	
Primer Select Soil Surfactant	30 gal		\$	
Primer Select Soil Surfactant	2.5 gal		\$	
Revolution Surfactant	30 gal		\$	
Revolution Surfactant	2.5 gal		\$	
The Kraken Soil Surfactant	2.5 gal		\$	
Triplo	2.5 gal		\$	
Vanquish	2.5 gal		\$	
Vivax	2.5 gal		\$	
Zipline Liquid Soil Enhancement	30 gal		\$	

Herbicides – Alternates will be considered with support documentation.

Product	Qty.	Alternate	Price	Bulk discount if appl.
Barricade 4 FL	1 gal		\$	
Dimension 2 EW	64 oz		\$	
Dimension 2 EW	2.5 gal		\$	
Dimension 2EW	.5 gal		\$	
Dimension Ultra 40 WP	8x5 oz		\$	
Kade 4L	2.5 gal		\$	
Kade 65 WDG	5 lb		\$	
Lontrel	1 qt		\$	
Millennium Ultra	2.5 gal		\$	
Millennium Ultra 2	2.5 gal		\$	
Pylex	4 oz		\$	
QuickSilver	8oz		\$	
Quinclorac 1.5 L	.5 gal		\$	
QuinPro 75 DF	1 lb		\$	
Roundup	2.5 gal		\$	
Roundup QuikPro DryPak	1.5 oz		\$	
Specticle Flo	18 oz		\$	
SpeedZone	2.5 gal		\$	
Sureguard	16 oz		\$	
Sureguard	64 oz		\$	

Surezone	2.5 gal		\$	
Threesome	2.5 gal		\$	
Triad Select 3-Way	2.5 gal		\$	
Trione	8 oz		\$	
Trione	64 oz		\$	
Confront	1 gal		\$	
Freehand 1.75G	50 lb		\$	
Glystar Pro	2.5 gal		\$	
Scythe	2.5 gal		\$	
Tordon RTU	1 qt.		\$	

Granular Fertilizer – Alternates will be considered with support documentation.

Product	Qty.	Alternate	Price	Bulk discount if appl.
Turf Fuel 00-00-16 Premium Greens Granular with Nutrifense	50 lb		\$	
Turf Fuel 07-07-07 Premium Greens Granular with Nutrifense	50 lb		\$	
17-00-17 Contec DG 0.5%Fe 0.5%Mn 50%MUtech [SGN75]	40 lb		\$	
18-00-18 65% MU SOP Micros Greens	50 lb		\$	
18-03-18 Contec DG 93% MUtech [SGN75]	50 lb		\$	
18-09-18 Contec DG 0.28%Fe Micros 60.1%MUtech [SGN75]	40 lb		\$	
19-00-15 Contec DG 0.5%Fe Micros 100%MUtech [SGN75]	40 lb		\$	
18-03-18 TG Pro 50% Nutralene, Micros	50 lb		\$	
18-06-15 65% MU SOP, Micros	50 lb		\$	
24-00-16 50% MUtech, SOP w/Micros SGN 125	50 lb		\$	
33-00-12 (5647539) SURF4, Gro-Gard, SOP [SGN150]	50 lb		\$	
44-00-00 (5589209) 100% Surf-4 Gro-Gard SGN150	50 lb		\$	
21-00-21 100% Nutralene SOP 150 SGN	50 lb		\$	
22-00-22 ProScape Meth-Ex & Expo SGN 145	50 lb		\$	
23-00-06 50% Fortify N 2% Fe 150 SGN	50 lb		\$	
30-00-10 TG Pro (TU56989) 80% XRT Ext Rls Fertilizer [SGN215]	50 lb		\$	
18-00-05 25% Fortify N 0.125 Dimension	50 lb		\$	

21-00-04 50% Fortify-N .20 Merit (215 SGN)	50 lb		\$	
18-3-18 Mini 93% PolyPlus 2%Fe	50 lb		\$	
18-3-18 Elite 78% MethX 1.5%Fe 0.65%Mg 0.5%Mn	40 lb		\$	
24-3-12 Mini 80% PolyPlus 1%Fe	50 lb		\$	
21-4-11 Elite 95% PolyPlus 1.4%Fe 0.7%Mn	50 lb		\$	
14-2-14 Elite 97% AS 0.9%Fe 0.8%Mn	50 lb		\$	
12-24-14 Elite 50% PolyPlus 0.23%Fe 0.21%Mn	50 lb		\$	
32-0-10 75% PolyPlus 2%Fe	50 lb		\$	
32-0-8 30% PolyPlus 2%Fe	50 lb		\$	
0-0-50	50 lb		\$	
2-4-3 SGN 90	50 lb		\$	
2-4-3 SGN 180	50 lb		\$	
10-3-2 SGN 180	50 lb		\$	
18-9-18 Contec DG 60% MU	40 lb		\$	
13-2-13 90% AS SGN 90	50 lb		\$	
18-4-25 w/75% MU,ZnB	50 lb		\$	
14-28-10 w/50% Nut, ZnB	50 lb		\$	
20-0-20 w/100% Nut	50 lb		\$	
22-0-22 w/60% MU, ZnB	50 lb		\$	
24-0-18 100% Meth X, 100%Expo	50 lb		\$	
25-0-10 w/100% Mesa, 100%SOP	50 lb		\$	
25-0-10 w/80% NSN	50 lb		\$	
15-0-4 w/0.2% Merit, 25% Fortify N	50 lb		\$	
21-0-4 w/0.2% Merit, 50% Fortify N	50 lb		\$	
13-0-4 w/.125% Dimension, 20% Fortify N	50 lb		\$	
10-0-3 w/.125% Dimension,100%Fortify N	50 lb		\$	
18-0-5 w/.125% Dimension,25%Fortify N	50 lb		\$	

10-0-3 w/.38%Prodiamine,100%Fortify N	50 lb		\$	
14-0-4 w/.38%Prodiamine,20%Fortify N	50 lb		\$	
19-0-5 w/.38%Prodiamine,25%Fortify N	50 lb		\$	
0-0-50 100% Polyon SOP	50 lb		\$	
8-4-24 68% Nutralene, SOP w/Minors	50 lb		\$	
10-20-20 56% Methex	50 lb		\$	
10-49-0 MAP	50 lb		\$	
15-2-15 Tru-prilled	50 lb		\$	
17-3-19 40% Nutralene, 37% AS, FE, SOP	50 lb		\$	
18-9-18 65% Nutralene w/Minors, SOP	50 lb		\$	
22-0-10 75% Polyon 41, 25% AS, SOP	50 lb		\$	
22-2-19 86% Polyon 41/80% Polyon, SOP	50 lb		\$	
24-0-15 60% Polyon 43/40% Polyon 41, 50% Polyon SOP	50 lb		\$	
18-5-9 50% Methex w/minors, SOP	50 lb		\$	
26-0-13 70% Polyon 43, 50% Polyon SOP	50 lb		\$	
30-0-7 75% Polyon 44.5, MOP 2%FE	50 lb		\$	
30-0-8 97% Polyon 42, MOP	50 lb		\$	
Verde-Cal K Plus 0-0-15	50 lb		\$	
Iron Sulfate 20%sol	50 lb		\$	

Liquid Fertilizer – Alternates will be considered with support documentation.

Product	Qty.	Alternate	Price	Bulk discount if appl.
Turf Fuel 12-00-00 Photo Fuel	2.5 gal		\$	
Turf Fuel Base K26	2.5 gal		\$	
Turf Fuel Base N25	2.5 gal		\$	
Turf Fuel Carbon 21	2.5 gal		\$	
Turf Fuel Element 6	2.5 gal		\$	
Turf Fuel Lessen 11	2.5 gal		\$	
Turf Fuel Minors Fuel KELP	2.5 gal		\$	
Turf Fuel Minors Fuel KELP	30 gal		\$	
Turf Fuel MZ-23 00-00-05	2.5 gal		\$	
Turf Fuel Quick Green 14-20-00	2.5 gal		\$	
Turf Fuel Respo Fuel 8% Calcium	2.5 gal		\$	
Turf Fuel Greens Phite Supreme	2.5 gal		\$	
Foliar Pak 1-0-15 w/Aminos	2.5 gal		\$	
Foliar Pak 11-0-11 w/Aminos	2.5 gal		\$	
Foliar Pak 14-2-4 w/Aminos	2.5 gal		\$	
Foliar Pak 22-0-4	2.5 gal		\$	
Foliar Pak 30-0-0	2.5 gal		\$	
Foliar Pak Armament Concentrate	2.5 gal		\$	
Foliar Pak Bio 12-6-6	2.5 gal		\$	
Foliar Pak Calcium w/Aminos	2.5 gal		\$	
Foliar Pak Amperage AP	2.5 gal		\$	
Foliar Pak Armament MKS	2.5 gal		\$	
Foliar Pak CSI L	2.5 gal		\$	

Foliar Pak Minors w/Aminos	2.5 gal		\$	
Foliar Pak Armament P	2.5 gal		\$	
Foliar Pak Manganese	2.5 gal		\$	
Foliar Pak Carbosential Fe	2.5 gal		\$	
Foliar Pak Armament K	2.5 gal		\$	
Foliar Pak Micros Plus	2.5 gal		\$	
Foliar Pak Foundation 40	2.5 gal		\$	
Foliar Pak Grow In	2.5 gal		\$	
Foliar Pak Colonise Bio	2.5 gal		\$	
Foliar Pak Promote 4-0-1	2.5 gal		\$	
Foliar Pak BioSea	2.5 gal		\$	
Foliar Pak Magnesium	2.5 gal		\$	
BRANDT Manni-Plex Foli-CAL 5-0-0 10%Ca	2.5 gal		\$	
Brandt Seaweed Max	2.5 gal		\$	
BRANDT Converge 30-0-0 70% CRN	2.5 gal		\$	
BRANDT Manni-Plex Eagle 7-0-14 0.5%CFe 0.25%CMn	2.5 gal		\$	
BRANDT In-Cyte 3-12-0	2.5 gal		\$	
BRANDT Manni-Plex Total Turf 5-0-0 Plus Chelated Micros	2.5 gal		\$	
BRANDT ROOT Builder 3-0-0 Plus Micros	2.5 gal		\$	
BRANDT Manni-Plex Mg 5-0-0 4%Mg	2.5 gal		\$	
BRANDT Manni-Plex Mn 7-0-0 5%Mn	2.5 gal		\$	
BRANDT GRIGG UltraPlex 4-0-3 + cMicros	2.5 gal		\$	
Bio Max 4-0-0	2.5 gal		\$	
Bio Max Root Enhancer	2.5 gal		\$	

Max IronMnMg	2.5 gal		\$	
Max Nitrate Plus 6-0-0	2.5 gal		\$	
Max 12-0-0	2.5 gal		\$	
Max N30 30-0-0	2.5 gal		\$	
Max Phosphorus Plus 3-30-3	2.5 gal		\$	
Max Stress Relefe 0-0-25	2.5 gal		\$	
Max Title Phyte 0-0-30	2.5 gal		\$	
Bio-Max 4-0-0 (Stabilized Nitrogen, 2%Fe, 3%Mn, 52% Ascophyllum Nodosum)	2.5 gal		\$	
Bio-Max Root Enhancer	2.5 gal		\$	
Bio-Max 12-0-6	2.5 gal		\$	
EarthMAX	2.5 gal		\$	
Max IronMn Mg	2.5 gal		\$	
Max Nitrate Plus 6-0-0	2.5 gal		\$	
Max 12-0-0	2.5 gal		\$	
Max N30 30-0-0+	2.5 gal		\$	
Max Phosphorus Plus 3-30-3	2.5 gal		\$	
Max Stress Relefe 0-0-25	2.5 gal		\$	
Max Title Phyte 0-0-30	2.5 gal		\$	

Growth Regulators – Alternates will be considered with support documentation.

Product	Qty.	Alternate	Price	Bulk discount if appl.
Anuew PGR	1.5 lb		\$	
Cutless MEC	2.5 gal		\$	
Ethephon 2 SL	2.5 gal		\$	
Legacy	2.5 gal		\$	
Musketeer	2.5 gal		\$	
PAC 223	1 gal		\$	
Pac-Low	1 gal		\$	
PGR 113	1 gal		\$	
PGR 113	2.5 gal		\$	
Podium	1 gal		\$	
Primo Maxx	1 gal		\$	
Primo Maxx LinkPak	10 gal		\$	
Proxy	2.5 gal		\$	
Proxy	2.5 gal		\$	
Tide Paclo 2SC	1 gal		\$	
T-Nex	1 gal		\$	
T-Nex	2.5 gal		\$	
Trimmit 2SC	1 gal		\$	
Trimmit 2SC	2.5 gal		\$	

Insecticides – Alternates will be considered with support documentation.

Product	Qty.	Alternate	Price	Bulk discount if appl.
Acelepryn	.5 gal		\$	
Aloft GC SC	64 oz		\$	
Arena 50 WG	40 oz		\$	
ArmorTech IMD 2 SC	1 gl		\$	
Azatrol EC	1 qt		\$	
Bifenthrin	1 gal		\$	
Conserve SC	1 qt		\$	
Criterion 2F	1 gal		\$	
Dylox 420 SL	2.5 gal		\$	
Dylox 6.2 G	30 lb		\$	
Imidacloprid 2F	2.15 gal		\$	
LESCO Bandit 2F	1 gal		\$	
LESCO Sevin SL	2.5 gal		\$	
Meridian 25WG	17 oz		\$	
Merit 0.5 G	30 lb		\$	
Merit 2F	1 gal		\$	
Merit 75 (Mini Drum)	1.6 oz x 110		\$	
Provaunt	12 oz		\$	
Suspend SC	1 pt		\$	
Talstar Select	1 gl		\$	
Tempo SC Ultra	240 ml		\$	
Triple Crown	1 gal		\$	

Fungicides – Alternates will be considered with support documentation.

Product	Qty.	Alternate	Price	Bulk discount if appl.
Appear	2 gal			
18 Plus	2.5 gal			
ArmorTech 28	2.5 gal			
ArmorTech 44	2.5 gal			
Azoxy 2SC Select	1 gal			
Azoxy 50 WDG Select	1 lb			
Azoxy 50 WDG Select	6 lb			
AzTeb Select	1 gal			
Banner Maxx II	1 gal			
Banner Maxx II LinkPak	10 gal Drum			
Banol	1 gal			
Banol	2 oz			
Briskway	1 gal			
Chipco 26019	2 lb			
Chipco 26019 F	2.5 gal			
Chipco Signature 80 WG	5.5 lb			
Chlorothalonil 720	2.5 gal			
Chlorothalonil 82.5DF	5 lb			
Clearys 3336 F	2.5 gal			
CLT 720	2.5 gal			
CLT 825	4x5 lb			
Concert II	2.5 gal			

Daconil Action	2.5 gal			
Daconil Ultrex	5 lb			
Daconil Weatherstik	2.5 gal			
Dorado	2 gal			
Echo Dyad ETQ	2.5 gal			
Echo E Pro ETQ	2.5 gal			
Echo Eclipse ETQ	2.5 gal			
Echo E-Scape ETQ	2.5 gal			
Echo Zn T&O	2.5 gal			
Emerald	0.49 lb			
Emerald	24.5 lb			
Enclave	2.5 gal			
Fame +C	2.5 gal			
Fame +T	1 gal			
Fame C	2.5 gal			
Fame G	25 lb			
Fame SC	16 oz			
Fame SC	64 oz			
Fame SC	2.5 gal			
Fame SC	16 oz			
Fame SC	64 oz			
Fame T	1 gal			
Gold Standard 45	2.5 gal			
Headway	1 gal			
Headway LinkPak	10 gal			

Heritage	1 lb			
Heritage	6 lb			
Heritage Action	1 lb			
Heritage TL	1 gal			
Honor Intrinsic	3 lb			
Honor Intrinsic	36 lb			
Insignia SC Intrinsic	2.5 gal			
Insignia SC Intrinsic	30.5 oz			
Instrata	2 oz			
Interface Stressgard	2.5 gal			
IP 238	2.5 gal			
Kabuto	1 gal			
Kabuto	21.78 oz			
Lexicon Intrinsic	21 oz			
Manicure FL	2.5 gal			
Manicure Ultra	5 lb			
Manzate Max T&O	2.5 gal			
Medallion SC	1 gal			
Mefenoxam	1 gal			
Mefenoxam AQ	2.5 gal			
Mirage Stressgard	2.5 gal			
Navicon Intrinsic	37 oz			
Nivales ETQ	1 gal			
Nutrol	5x8 lb			
PinPoint	60 oz			

Posterity	105 oz			
PPZ 143	1 gal			
PPZ 143	2.5 gal			
PPZ 41.8 Select	1 gal			
Premion	2.5 gal			
Propiconazole Select	2.5 gal			
Propiconazole Select	1 gal			
Regulate Select	1 gal			
Renown	2.5 gal			
Rotator	1 gal			
Secure	.5 gal			
Secure	2.5 gal			
Secure Action	.5 gal			
Secure Action	2.5 gal			
Segway	39.2 oz			
Signature Xtra Stressgard	5.5 lb			
Spectator T & O	2.5 gal			
Spectator Ultra	1 gal			
Spectator Ultra	2.5 gal			
Spotrete F	2.5 gal			
Subdue Maxx	1 gal			
Tartan Stressgard	2.5 gal			
TEB 360	1 gal			
Tebuconazole	1 gal			
Tebuconazole 3.6 Select	1 gal			

TM 4.5F Select	2.5 gal			
TM 462	2.5 gal			
TMC	4x5 lb			
TMI 2020	2.5 gal			
Torque	1 gal			
Tourney	5 lb			
Traction	2.5 gal			
Trinity	2.5 gal			
T-Storm	2.5 gal			
Turfcide 400	2.5 gal			
Twosome	1 gal			
Velista	22 oz			
Xzemplar	11.4 oz			
Xzemplar	114 oz			
Zoxy 2 F	1 gal			
Zoxy T	1 gal			

Water Treatment – Alternates will be considered with support documentation.

Product	Qty.	Alternate	Price	Bulk discount if appl.
Pulsar Briquettes	50 lb.		\$	
Pulsar Shock	25 lb.		\$	
Hydrochloric Acid 20 BE	150 lb.		\$	
Acid-Rite Sodium Bisulfate Tablets	45 lb.		\$	
Kool Tower 797 SW	15 gal.		\$	
Justeq 07	5 gal.		\$	

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

Genevieve E. Miller, Member

Therese J. Dorau, Member

Laura L. O’Sullivan, 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.