

**NOTICE TO BIDDERS**

**Notice is hereby given that the City of South Bend, Indiana, Board of Public Works will receive sealed electronic Responses at [bpwbids@southbendin.gov](mailto:bpwbids@southbendin.gov) until 9:00 a.m., EST, on May 14, 2024, for the following:**

**Water Treatment Chemicals Wastewater 2024-2025**

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

- X Click on "BUSINESS"
- X Click on "Submit a City Contract Bid"
- 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 **9:00 AM, Local Time, on May 14, 2024**, 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.

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.

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  
Theresa M. Heffner, Clerk

Publish two times:  
April 26, 2024  
May 3, 2024



- 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 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.

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

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

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

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

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

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

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

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

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

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

**INDIANA LOCAL BUSINESS PREFERENCE CLAIM**

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

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

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

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

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

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

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

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

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

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

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

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

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



**SPECIFICATIONS  
CITY OF SOUTH BEND**

**BID NAME** Water Treatment Chemicals Wastewater 2024-2025  
**FOR BIDS DUE** May 14, 2024; 9:00 AM, 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

- CHLORINE TON CONTAINERS ..... 1
- FERRIC CHLORIDE .....2
- SULFUR DIOXIDE ..... 3
- DRY POLYMER FLOCCULENT..... 4

**FOR ALL CHEMICALS**

**For security purposes vendors shall confirm via fax a copy of the delivery driver’s license, truck and trailer information along with the anticipated time of arrival not later than 24 hours prior to arrival. Failure to do so will be cause for rejection of material, no billable time will be accepted.**

Water Works facility deliveries are to be made on normal workdays, Monday through Friday, between 7:00 AM and 11:00 AM. with unloading to be completed before 1:00 PM.

Wastewater facility deliveries are to be made on normal workdays, Monday through Friday, between 6:00 AM and 4:00 PM..

No stop-off or fuel surcharges allowed; however, demurrage charges will be allowed after 2 hours per stop. All deliveries are F.O.B. Delivery Point.

Awards of this bid will be divisible by product. Awards will be based on the lowest responsive and responsible bidder per unit prices on the attached schedule.

All prices quoted are to be effective May 14, 2024, through May 13, 2025 (One Year). Prices are to be firm throughout that period without increases.

Quantities are estimated and not guaranteed. The City reserves the right to exceed the estimate at the price quoted here in.

# 1. CHLORINE SPECIFICATIONS

## TON CYLINDERS

### A. GENERAL

1. Only containers which currently are authorized by regulation for chlorine, which have been inspected and reconditioned as described herein, and which have been tested within the period required by regulations should be filled. ***It is illegal to ship chlorine containers that have been filled by or without the consent of the owner.***
2. **Due to the volatile nature of this chemical, the chlorine provider must be able to have one (1) accredited Safety and Handling of Chlorine class per year for South Bend Personnel.**
3. Chlorine quotes should be deposit-free. No cylinder deposit should be included in the quote.
4. **All bid prices must be honored for no less than 4 months, even in force majeure conditions.**

Boiling Point	-29.29 <sup>0</sup> F (-34.05 <sup>0</sup> C)
Critical Density	35.77 lb./cu. ft.
Critical Pressure	1118.4 psia (76.1 Atmos.)
Critical Temperature	291.20 <sup>0</sup> (144. <sup>0</sup> C)
Critical Volume	0.02796 cu. ft./lb.
Latent Heat of Vaporization	123.7 Btu./lb. @Boiling point
Liquid Gas Relationship:	1 volume liquid chlorine = wt. at 457.6 volumes of chlorine, 825 @ standard conditions
Melting Point	-149.76 <sup>0</sup> F (-100.98 <sup>0</sup> C)
Specific Gravity - Dry Gas	2.482
Specific Gravity – Liquid	1.468( <sup>0</sup> - 4 <sup>0</sup> C)

### B. Chlorine Ton Containers

- a) *All ton containers must be compatible with Chlorine Institute Emergency Kit "B".*
2. Ton Container Types
  - a) *Chlorine ton container types must comply with DOT spec. 106A500X, DOT or ICC 106A500, 27, BE27.*
  - b) *Ton Container Valve and Fuse Plug Opening Threads*
  - c) *The threads in new ton containers are 3/4-14NGT (CI).*
3. Valve Protection



- a) *The ton container valves are protected during shipment and storage by a removable steel valve protective housing or cap. Pressure relief devices shall not be covered by the housing.*

#### 4. Ton Container Capacity

- a) *In cases where the capacity of a chlorine container is not known, it can be determined by weighing it empty and again when completely filled with water, and by multiplying the weight of water at 60°F by 1.25. This is the maximum allowable weight of chlorine allowed in the cylinder or ton container.*

### C. STAMPING

#### 1. Ton Container Stamping

- a) *When manufactured, ton containers are stamped with DOT specification number, material, serial number, inspector's official mark, name, mark or initials of company for whose use the tank is made, (or builder's symbol and serial number), date of test, and water capacity [DOT Section 179.300-18]. Tare weights may be stamped by builder. Changes in stamping must be made in compliance with DOT Section 173.31(d) or 49CFR.*

#### 2. Retest Stamping

- a) *Ton containers do not require the test facility's number on the container.*

#### 3. Tare-Weight Stamping

- a) *It is recommended that all new chlorine ton containers be stamped with the original tare weight by the container manufacturer.*

### D. VALVES

#### 1. Ton Container Valves

- a) *Chlorine ton containers are to have two identical Teflon style valves produced by Sherwood or Tekno near the center of one head. This is a must comply safety requirement. When vertically aligned, the valve in the upper position is used for gas withdrawal, and the lower one for liquid withdrawal. The standard ton container valve is identical to the cylinder valve except that it has no fusible metal type relief device, and the valve seat diameter may be larger than on most cylinder valves. There are two sizes of ton container valves: 3/4 inch NGT and 1 inch NGT.*

#### 2. Valve Outlet Threads

- a) *Outlet threads on ton containers are special straight threads (1,030" - 14NGO-RH-EXT) which conform to connection number CGA 820 and B20C which utilize a yoke-type connection. These threads are to accommodate the outlet cap only and are not to be used for chlorine hose connections.*

### E. PRESSURE RELIEF DEVICES

#### 1. Ton Containers

a) *Ton container valves contain no fusible plugs. The container itself is equipped with six threaded fusible plugs, three in each head, spaced approximately 120° apart.*

2. Ton Container Inspection, Cleaning, and Reconditioning

a) *In addition to the required period retest, it is recommended that each ton container be internally and externally inspected prior to each filling. This includes all appurtenances, such as valves and fusible plugs. Criteria for such inspection is outlined in "Cylinder and Ton container Procedure for Chlorine Packaging," Chlorine Institute Pamphlet 17, Sections 3, 4, and 5.*

F. PERIODIC RETESTING AND RE-INSPECTION

1. Ton Containers to be Tested

- a) *Ton containers must be retested at least once in five years (DOT Section 173.34e and Section 173.31d).*
- b) *Ton containers can be filled until the end of the calendar year during which their five-year test is due.*
- c) *Retests are also required after any reheat treatment. In addition, retest any container which shows evidence of weakness at any time, or show a 5 percent or more loss in weight.*

2. Test Procedure

a) *Ton containers are hydrostatically retested by the hydrostatic expansion method [DOT Section 173.34 (a) and Section 173.31 (d)]. If at the time of requalification a container shows a leak or a permanent expansion which exceeds 10% of the total expansion, it must be condemned.*

3. Container Records

a) *Records must be kept showing results of the test. Each container must have the test date plainly and permanently stamped into the metal of one head or the chime of each tank passing the hydrostatic retest.*

G. CONDITIONS OF DELIVERY

1. Delivery Location:

Location	Type of Container	Address
Wastewater	2,000 lb. Ton Container	3113 Riverside Drive

- 2. Vendor personnel shall conduct all activities related to the loading and unloading of ton containers.
- 3. Minimum deliveries are one (8) ton containers.
- 4. **Supplier must be able to guarantee delivery within 3 to 4 calendar days after order placement. Failure to meet delivery times shall result in vendor being disqualified and award nullified.**

5. Vendor personnel shall not unload any filled cylinders or ton containers prior to live inspection by South Bend Wastewater personnel.
  
6. Vendor personnel shall assist South Bend personnel in the visual inspection of each ton container for:
  - a) *External damage or defect*
  - b) *Proper installation of valve protection housing or caps*
  - c) *Visual inspection of valves and fusible plugs*
    - i) *All old wire from previous hung tags are to be removed prior to delivery*
    - ii) *All fusible plugs should be defect free (no pits or holes )*
  - d.) *Determination of markings of retest and recertification*
  
- i. Wastewater facility has overhead crane for offloading ton containers.

## 2. **FERRIC CHLORIDE**

### A. *GENERAL*

- i. Normal concentration percent by Weight; 33-35%
- ii. Specific Gravity: 0.33

### b. *DELIVERY*

- i. Full truck deliveries (4,000 gallons) to the Ferric feed facility Plant located at; 3113 Riverside Drive, South Bend, IN 46628

### 3. SULFUR DIOXIDE

#### A. GENERAL

- i. Sulfur quotes should be deposit-free. No cylinder deposit should be included in the quote.
- ii. **All bid prices must be honored for no less than 4 months, even in force majeure conditions.**

#### B. PROPERTIES

Boiling Point	-10°C
Color	Colorless
Specific Gravity (80°F)	1.363
Critical Temp.	314.82°F
Critical Pressure	1141.5 PSIA

#### C. USAGE

- i. Estimated annual usage is 100 tons, more or less, to be delivered in 2,000 lb containers of liquid SO<sub>2</sub> in truckload lots of 10 containers.

#### D. DELIVERY

- i. Supplier must be able to guarantee delivery of up to 8 tons (20,000 lbs) within three (3) to five (5) calendar days from release of requirement.
- ii. Material to be delivered F.O.B.
- iii. No freight surcharges allowed.
- iv. Billing must be submitted on a CWT unit basis.
- v. Delivery Location: Wastewater Treatment Plant located at 3113 Riverside Drive, South Bend, Indiana 46628.

#### 4. DRY POLYMER FLOCCULENT

##### A. GENERAL

- i. The purpose of this specification is to outline minimum acceptable properties of a polymer at the Bureau of Wastewater in the treatment process.
- ii. Quantity of the polymer stated in this specification is intended as an estimated usage during a 12-month period rather than an absolute quantity.
- iii. Polymer is considered a performance product and must meet certain standards due to compliance related issues on the NPDES Permit.
- iv. Any supplier that has not been previously approved must perform bench testing on any polymer bid to prove the product will meet the standards necessary to ensure permit compliance.
- v. Following bench testing any previously untested polymer must prove its performance over a 90-day period. If, at any time during that period, the polymer fails to perform, or its usage creates process irregularities at the wastewater treatment plant such polymer and supplier shall be disqualified.
- vi. **Any polymer previously used at the plant that begins to decline in performance may be disqualified. Vendor will have the opportunity to provide an alternative product, not to exceed the bid price of the original product for testing. If a secondary product fails to perform, the vendor will be disqualified, and polymer needs will go to the open market.**
- vii. When samples are required, such samples shall be delivered or shipped at the vendor's expense to the following name and address: Nancy Clay, 3113 Riverside Drive, South Bend, IN 46628.
- viii. Samples must be clearly labeled with your company's name, address, and (item number).
- ix. All samples must be representative of the item bid.
- x. All samples will become the property of the City of South Bend and will not be returned.

##### B. PROPERTIES

- i. Products will be a high molecular weight cationic polyelectrolyte, supplied as a micro-bead or in granular form.
- ii. The product must be completely non-dusting, free flowing and completely soluble in water with a very rapid dissolving rate.
- iii. Typical Properties

Bulk Density	50 lbs. per cubic ft.
Particle Size	95% less than 1 mm
pH of 1% Solution	3.5 – 4.5

C. PACKAGING/DELIVERY

- i. Packaging to be in 50 – 55 lb polyethylene bags.
- ii. Must be able to guarantee delivery of 9,000 lbs within 10 calendar days after order placement.
- iii. Prices must be submitted in cost per pound with freight included.
- iv. Material to be delivered F.O.B. the Wastewater Treatment plant located at 3113 Riverside Drive, South Bend, IN. 46628.



**BID/PROPOSAL  
CITY OF SOUTH BEND**

**BID NAME** Water Treatment Chemicals Wastewater 2024-2025  
**FOR BIDS DUE** May 14, 2024 ; 9:00 a.m., Local Time

Item No.	Est. Qty. Per Year	Item	Units	Unit Price	Total
1	150	Chlorine – 1 Ton Cylinders	Ton	\$	\$
2	90,000	Ferric Chloride	Gal.	\$	\$
3	100	Sulfur Dioxide – 1 Ton Cylinders	Ton	\$	\$
4	40,000	Dry Polymer Flocculent – 50 / 55 Lb. Polyethylene Bag	Lbs.	\$	\$
				<b>TOTAL</b>	\$

Bidder (Firm): \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

**BOARD OF PUBLIC WORKS**

\_\_\_\_\_  
Elizabeth A. Maradik, President

\_\_\_\_\_  
Murray L. Miller, Member

\_\_\_\_\_  
Joseph R. Molnar, Vice-President

\_\_\_\_\_  
Breana N. Micou, Member

\_\_\_\_\_  
Gary A. Gilot, Member

\_\_\_\_\_  
Attest: Theresa M. Heffner, 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. The City of South Bend, Indiana, Board of Public Works will receive sealed electronic Responses at [bpwbids@southbendin.gov](mailto:bpwbids@southbendin.gov).
  - B. "Bid for Water Treatment Chemicals Wastewater 2024-2025 – Bidder's Name" shall be included in the subject line of the electronic Bid.
  - C. 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.
  - D. Include Bid Bond of 10% for the total Bid with the Bid Proposal.
  - E. 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

The City of South Bend, Indiana, Board of Public Works will receive sealed electronic Responses at [bpwbids@southbendin.gov](mailto:bpwbids@southbendin.gov).
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.

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

10. 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.

11. 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.

12. 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.

13. 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.

14. 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 whose 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.

15. 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.
16. 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.
17. PURCHASE ORDERS
  - A. A Purchase Order will be issued to the successful Bidder after formal acceptance of the bid is made by the City.
18. NEW MANUFACTURE
  - A. Unless otherwise specified in the Invitation to Bid, the items offered shall all be new and the latest model of manufacture.
19. 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.
20. 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.
21. 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. The above provision shall not be construed in limitations of any rights the City may have under any laws including the Uniform Commercial Code.
22. 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.
23. 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.
24. 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.
25. 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.

26. 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.

27. 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.

28. 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.

29. 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.