

Spec D - 2026 or Newer All Wheel Drive Police Patrol Utility Vehicles

Bid Name		For Bids Due	
Spec D - 2026 or Newer All Wheel Drive Police Patrol Utility Vehicles		July 28, 2026; 9:00 a.m.	
Description	Year/Make/Model	Unit Price	
Description entry	Year Make Model entry	\$	
Durango Pursuit	2027 Durango Pursuit AWD	42,790.00	
Estimated number of days for delivery from award date.		90-120	

Bidder (Firm):	Address:	City/State/Zip:
Michiana Chrysler, Dodge, Jeep, Ram	120 WEST MCKINLEY AVENUE	MISHAWAKA
Telephone Number:	Fax Number:	
5744140054	5742542011	

By

Signature



Printed Name

Danny Galeziewski

Title

Commercial Sales Manager

City of South Bend, Indiana seal at the upper right of the page.

City of South Bend, Indiana

Seller's Bid for Sale or Lease of Materials and Non-Collusion and Non-Debarment Affidavit and Non-Discrimination Commitment for Sellers

Spec D - 2026 or Newer All Wheel Drive Police Patrol Utility Vehicles

Bid Name	For Bids Due	Date:
Spec D - 2026 or Newer All Wheel Drive Police Patrol Utility Vehicles	July 28, 2026; 9:00 a.m.	July 27, 2026
Bidder (Firm):	Address:	City/State/Zip:
Michiana Chrysler, Dodge, Jeep, Ram	120 WEST MCKINLEY AVENUE	MISHAWAKA
Telephone Number:	Agent of Bidder (if Applicable):	
5744140054		

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

Contractor's Non-Collusion and Non-Debarment Affidavit, Certification Regarding Investment with Iran, Employment Eligibility Verification, Non-Discrimination Commitment and Certification of Use of United States Steel Products or Foundry Products

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

Jurisdiction

State of

INDIANA

SS:

County

St Joseph

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

PRICE SPECIFICATION SUPPLEMENT

Bid Item: 29 All-Wheel Drive Police Pursuit Utility Vehicles (Spec-D)

Bidding Agency: City of South Bend Board of Public Works

Requesting Department: South Bend Police Department (701 W. Sample St.)

Responding Dealer: Michiana Chrysler Dodge Jeep Ram Fiat (Mishawaka, IN)

Tax Status: 100% Municipal Tax-Exempt (0% Sales Tax)

1. Official Form Entry Summary

- **Official Unit Price Field:** \$42,790.00 per vehicle
 - **Official Flat Fee / Miscellaneous Field:** \$2,652.00 total
-

2. Itemized Cost Breakdown (For Transparency Audits)

To provide the Board of Public Works with full fiscal transparency, the single "Unit Price" listed above is comprised of the following factory and dealer-installed components:

- **Base Vehicle Fleet Procurement (\$42,461.00):** Model Year 2026 Dodge Durango Pursuit AWD fleet configuration.
- **Safety Upgrades (\$123.00):** Tactical-fit seatbelt extensions specifically designed for law enforcement duty belt clearance.
- **All-Weather Cabin Protection (\$206.00):** Custom-molded front and rear WeatherTech floor mats to safeguard vehicle floorboards against severe northern Indiana winter elements.
- **Total Turnkey Unit Price: \$42,790.00 (Tax-Exempt)**

Fleet Enablement Allocation (Non-Vehicle Flat Fee)

- **Diagnostic Computer, Tool, & Software Subscription (\$2,652.00):** A one-time, flat-fee fleet procurement item. This delivers direct factory diagnostic capabilities and the necessary software license to the South Bend Municipal Garage to facilitate local, rapid lifecycle maintenance.
-

3. Local Vendor Advantage & Service Infrastructure

Michiana Chrysler is located less than 10 miles from the South Bend Police Department. This geographic proximity provides the city with unique operational advantages over out-of-county bidding dealer groups:

TECHNICAL SPECIFICATION EXCEPTION NOTE

Bid Item: 29 All-Wheel Drive Police Pursuit Utility Vehicles (Spec-D)

Clarification Target: Section: Wheels & Tires (Page Reference: Wheels 20x8 Steel)

Specification Clarification

Michiana Chrysler requests a formal, compliant exception to the municipal specification noting "**Wheels 20x8 Steel.**"

The factory-built **2026 Model Year Dodge Durango Pursuit AWD** platform is engineered exclusively with heavy-duty **18x8-inch Black Steel Wheels (Option Code: WBN)** paired with high-performance **255/60R18 BSW On-/Off-Road V-Speed Rated Tires.** [1, 2, 3]

Engineering & Performance Justification

Our submitted vehicle configuration **MEETS OR EXCEEDS** the intent of the South Bend Police Department's pursuit requirements for the following critical operational reasons:

1. **Brake Caliper Clearance:** The factory 18x8-inch police steel wheel is mathematically paired to clear the specialized, oversized **BR9 Heavy-Duty Police Anti-Lock Brake System.** [1, 2]
2. **Pursuit Durability:** The 18-inch tire profile provides a thicker sidewall cushion than a 20-inch wheel. This added sidewall protection is standard law enforcement design to prevent tire blowouts or wheel shattering when a patrol unit jumps curbs, navigates potholes, or operates off-road in active pursuit conditions. [1]
3. **Mopar Standardization:** Stellantis Fleet Operations does not manufacture a factory 20-inch steel wheel for the Durango Pursuit platform. Utilizing the standard 18-inch Mopar fleet wheel ensures full factory safety certifications, electronic stability control calibration, and uncompromised drivetrain warranties. [1, 2]

Status: *Acceptable Variance. Vehicle configuration meets full law enforcement tactical compliance.*

Spec D – 2026 or Newer All Wheel Drive Police Pursuit Utility Vehicles

Notice to Bidders

Notice is hereby given that the City of South Bend, Indiana, will receive electronic sealed bids at bpwbids@southbendin.gov, until the hour of 9:00 a.m., Local Time, on July 28, 2026, for the following:

SPEC D – 2026 or Newer All Wheel Drive Police Pursuit Utility Vehicles

The Title of the Bid as described above must be included in the subject line of the email to which you have attached your bid. The name of the company/vendor, address, contact email address and phone number must be included in the body of the email. Detailed instructions and information, including the link to the Reserved Mailbox for electronic bid submittals, is available at southbendin.gov/bids.

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

- Click on "I'm Looking For"
- Click on "Doing Business in South Bend"
- Click on "City Contracts – Invitations to Bid"
- 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, 215 S. Dr. Martin King Jr. Blvd., Suite 400, South Bend, Indiana 46601.

Bids received after 9:00 a.m., Local Time, on July 28, 2026, 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. An electronic copy of a Certified Check or Bid Bond in the amount of not less than 10% must be submitted with the bid. The awarded bidder will be required to send the original check or bid bond via USPS. 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.

Publish two times:

June 26, 2026

July 3, 2026

BOARD OF PUBLIC WORKS

Hillary Horvath, Clerk

Specifications

Specifications City of South Bend

Bid name	Spec D - 2026 or Newer All Wheel Drive Police Pursuit Utility Vehicles
For bids due	July 28, 2026; 9:00 a.m.

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 D - 2026 or Newer All Wheel Drive Police Pursuit Utility Vehicles

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.

Drive Train

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.

The 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 units 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 are 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.

- Engine:** Number of cylinders shall be six (6) 3.6-liter fuel injected minimum. To include an engine oil cooler.
- Cooling:** Shall be manufacturer's maximum capacity (heavy duty) cooling system complete with factory installed coolant recovery system. The system shall operate satisfactorily at factory recommended idle speed in an ambient temperature of 120 degrees without boiling over for thirty (30) minutes with air conditioner operating. Anti-freeze shall be permanent type installed in all units, regardless of delivery date and be capable of protection to -35 degrees Fahrenheit.
- Transmission:** Heavy duty electronically controlled 8 speed automatic type. Suitable for police pursuit service. To include an external air-to-oil cooler. All Wheel Drive.

Interior

- Seats:** Front: Two (2) individual seats with heavy duty springs, cushion, and trim. There has to be a minimum of 10" space between seats to accommodate the SBPD console. Driver seat to be 6-way power adjustable. Covering Material: Cloth front and vinyl

	rear.
Safety Equipment:	Vehicle shall be equipped with air bags. 3-point seatbelts front & rear. Two seat belt extensions per vehicle. Must have a backup camera or accident-avoidance system.
Windshield Wipers:	Electric, multiple speed with intermittent and washers.
Rear Window Defrost:	Electrically heated along with outside mirrors.
Floor Covering Mats:	Standard vinyl as furnished for current models. Heavy duty front floor liners WeatherTech brand or equal.
Tailgate:	Must have key lock cylinder.
Radio:	Manufacturer's standard AM/FM/MP3. Must have Bluetooth capability, to interface cell phone.
Jack & Tool:	Factory type as supplied for current models.
Heater & Air Conditioning:	Standard factory installed air conditioning unit, heater, and defroster, in accordance with manufacturer's specifications. Unit to include rear auxiliary air conditioning.
Speedometer:	Police type, calibrated to within three (3) percent accuracy.
Interior Lights:	Manually operated headlight switch. Standard interior dome lights and second light with white and red bulb feature to be mounted centered between seats 16" back from windshield or approved location. Must be able to manually shut off light when doors open.
Power Door Locks & Windows:	All door locks to be electrically operated from both front doors. Power windows are to be operated from each window location with lockout located at driver's door. Rear door locks and door handles to be inoperable from inside of rear door. Rear windows to be inoperable from rear doors.

Electrical

Electrical system:	12-volt, heaviest duty standard on all equipment.
Battery:	Heaviest duty available.
Alternator:	Heaviest duty maximum available, main line fuse protection as supplied by manufacturer. 220 amp.
Turn signal:	Factory installed by manufacturer for current models with hazard warning switch. Heavy duty flasher unit.
Alarm:	Factory alarm and remote start.

Exterior

Mirrors:	One (1) interior day or night tab, non-glare. Two (2) outside mounted on left and right doors, with inside remote control for both. Electrically heated.
Keys:	Each unit to be equipped with a key locking system. All locks to be keyed alike. Four (4) keys provided for each vehicle. Factory remote entry, remote start, and alarm.
Plate bracket:	Front license plate bracket to be included.
Paint:	Color white

Chassis

Wheelbase:	Unit shall have 119.8" wheel base.
Suspension:	Heavy duty suspension system: heavy duty shocks or struts , front and rear . Heavy duty springs (or equal components) to maintain vehicle at recommended bumper height with 200 lbs. weight in the rear storage area.
Underbody:	Unit to be equipped with underbody skid plate.
Wheels:	Police pursuit type. 20"x8" steel – painted black.
Steering:	Power steering. The steering wheel must be <i>tilting model</i> . To include external oil cooler.

Tires: Mounted tires must be approved by the U.S. Department of Transportation for Police pursuit. Goodyear Eagle GT or equivalent. Spare tire must be full size and mount below the floor allowing for full use of storage space.

Brakes: Four (4) wheel ABS disc type with power assist.

Fuel System:

Gasoline tank to be 24.6 gallon minimum.

Frame:

Must have heavy duty frame with additional welds and/or structural member to provide it with greater structure integrity than standard frame. The frame must be designed for high-speed police pursuit operations.

Miscellaneous Equipment

Pre-wiring: Shall have body builder interface.

Spotlight: One (1) Whelen brand 5" LED spotlight with black matte finish, internal control, and mounted through the left cowl or "A" post.

Factory Scan Tool: Vendor to supply one factory scan tool (wiTech or equivalent) with interface, software, and laptop computer to be used for diagnosing vehicle. Any necessary subscriptions will be pre-paid for a two-year period.

Warranty

Manufacturer's standard service policy shall be furnished complete and unaltered with each unit delivered. Manufacturer's warranty to apply. Terms of warranty shall be submitted with the bid, including any extension of warranty not normally covered by the manufacturer's standard warranty. Warranty work will be performed at a dealership in the area in which the vehicle is assigned. *Warranty period will start on the date the vehicle is put into service.* Use of other than original equipment service parts will not void warranty. All aftermarket add-on parts will be warranted by the dealer for the same period as a standard warranty.

Definition:

Where "Heavy Duty" is indicated, this shall be interpreted to mean above the quality in standard production of that vehicle's series for marketing to the general public, *when such equipment is available.*

Quality Control

Check:

All vehicles must be quality control checked by actual road test prior to delivery. Each vehicle shall be driven no less than ten (10) miles by an experienced quality control person. All appropriate corrections should be made using new and unused parts. Used or reconditioned parts will be cause for cancellation of the contract.

Tax Exemptions:

The City of South Bend is exempt from the payment of Federal Excise and transportation levied under the provisions of the Internal Revenue Code. It is also exempt from the Indiana State Gross Retail Tax. The City will furnish the successful Bidder with any certificate of exemption required.

Ownership of Goods: The goods which are the subject of the Contract shall remain property of the Manufacturer until delivered and accepted by the City of South Bend.

Quantity: twenty-nine (29) more or less. The actual number of vehicles to be purchased is subject to funding approval.

Note about transcribed forms: this format exists to remove accessibility barriers, but some recipients prefer the original printed format. If you'd like help moving your entries into the original form, please use the live assistance options in the sidebar or contact the author.

Bid/Proposal

City of South Bend

Seal of the City of South Bend, Indiana, with the words The City of South Bend Indiana and the year 1865.

1. Contractor has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding. Contractor further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale; and
2. Contractor certifies by submission of this proposal that neither contractor nor any of its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and

9

Additional content from previous item (2):

3. Contractor has not, nor has any successor to, nor an affiliate of, Contractor, engaged in investment activities in Iran.
 - a. For purposes of this Certification, "Iran" means the government of Iran and any agency or instrumentality of Iran, or as otherwise defined at Ind. Code § 5-22-16.5-5, as amended from time-to-time.
 - b. As provided by Ind. Code § 5-22-16.5-8, as amended from time-to-time, a Contractor is engaged in investment activities in Iran if either:
 - i. Contractor, its successor or its affiliate, provides goods or services of twenty million dollars (\$20,000,000) or more in value in the energy sector of Iran; or
 - ii. Contractor, its successor or its affiliate, is a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another person for forty-five (45) days or more, if that person will (i) use the credit to provides goods and services in the energy sector in Iran; and (ii) at the time the financial institution extends credit, is a person identified on list published by the Indiana Department of Administration.
4. Contractor does not knowingly employ or contract with an unauthorized alien, nor retain any employee or contract with a person that the Contractor subsequently learns is an unauthorized alien. Contractor agrees that he/she/it shall enroll in and verify the work eligibility status of all of Contractor's newly hired employees through the E-Verify Program as defined by I.C. 22-5-1.7-3. Contractor's documentation of enrollment and participation in the E-Verify Program is included and attached as part of this bid/quote; and
5. Contractor shall require his/her/its subcontractors performing work under this public contract to certify that the subcontractors do not knowingly employ or contract with an unauthorized alien, nor retain any employee or contract with a person that the subcontractor subsequently learns is an unauthorized alien, and that the subcontractor has enrolled in and is participating in the E-Verify Program. The Contractor agrees to maintain this certification throughout the term of the contract with the City of South Bend and understands that the City may terminate the contract for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the City.
6. Persons, partnerships, corporations, associations, or joint venturers awarded a contract by the City of South Bend through its agencies, boards, or commissions shall not discriminate against any employee or applicant for employment in the performance of a City contract with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of race, sex, religion, color, national origin, ancestry, age, gender expression, gender identity, sexual orientation or disability that does not affect that person's ability to perform the work.

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

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

Affirmation and signature

Dated this day

27

day of

July

20

26

Contractor/Bidder (Firm)

Michiana Chrysler, Dodge, Jeep, Ram

Signature of Contractor/Bidder or Its Agent

Danny Galeziewski

Printed Name and Title

Danny Galeziewski/Commercial Sales Manager

Notary acknowledgment

Subscribed and sworn to before me this

27

day of

July

20

26

My Commission Expires

10/10/2030

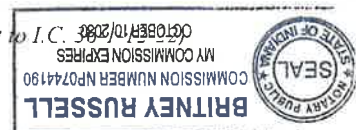
Notary Public

Britney Russell

County of Residence

St Joseph

(To be completed only by Contractors/Bidders claiming to be a "local Indiana business" pursuant to I.C. 36-3-1-1)



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:

July 27, 2026

Pursuant to I.C. 5-22-15-20.9, Name of contractor or bidder

Michiana Chrysler Dodge, Jeep, Ram

claims a local Indiana business preference for Project Project name

AWD Police Pursuit Vehicles

(Project # Project number

SPEC-D

located within the City of South Bend, St. Joseph County, Indiana.

Local business qualification details

☒ The location of the principal place of business is

120 W McKinley Ave.

(Address)

☒ St. Joseph County, Indiana☐ The following county located adjacent to St. Joseph County, Indiana:

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 month

27

day of Month

July

20 Year last two digits

26

Contractor/Bidder (Firm)

Michiana Chrysler Dodge, Jeep, Ram

Signature of Contractor/Bidder or Its Agent



Printed Name and Title

Danny Galezewski/Commercial Sales Manager

Instructions to Bidders**1. Bid Forms and Execution**

1. A. Bidders are expected to examine the Drawings, Specifications, Proposal and all Instructions. Failure to do so will be at the Bidder's risk.
2. 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.
3. 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

1. 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."
2. 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.
3. 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

1. A. Bid Form attached Proposal
2. B. Amendments to Specifications
3. C. Specifications
4. D. Special Provision
5. E. Instructions to Bidders
6. F. Notice to Bidders

4. Delivery of Bids

1. A. Bids must be delivered to the Board of Public Works at bpwbids@southbendin.gov, by the time specified (local time) in the Notice to Bidders. **Any Bids received after the time specified will be returned unopened.**
2. B. 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.
3. C. 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.
4. D. **The Board may reject any bid that does not conform to these requirements as non-responsive.**

5. Addenda – No Verbal Interpretations

1. 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.

1. 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.
2. 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

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

8. Vehicle Bids

1. 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.
2. B. The Board may reject any bid that does not conform to these requirements as non-responsive.

9. Tax Exemptions

1. 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

1. 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

1. 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

1. 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

1. 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

1. 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

1. 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

1. 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

1. 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

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

19. Packaging

1. 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

1. 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.
2. 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.
3. 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.
4. 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

1. 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

1. 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

1. 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

1. A. Contractor shall bill the City of South Bend
 1. 1. On regular invoice form giving a complete and detailed description of the goods delivered, including purchase order number.
 2. 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. 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

1. 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

1. 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"

1. 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

1. 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.

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**BOARD OF PUBLIC WORKS
AGENDA ITEM REVIEW REQUEST FORM**

Date	<u>June 15, 2026</u>	Department <u>Central</u>
Name	<u>Michael Bartley</u>	<u>Service</u>
BPW Date	<u>July 28, 2026</u>	Phone Extension _____

Review and Approval Required Prior to Submittal to Board

Diversity Compliance and Inclusion Officer	☐	Officer Name	_____
BPW Attorney	☐	Attorney Name	_____
Dept. Attorney	☐	Attorney Name	_____
Purchasing	☐	_____	

Check the Appropriate Item Type – Required for All Submissions

☐ Professional Services Agreement	☐ Contract	☐ Proposal
☐ Open Market Contract	☐ Amendment/Addendum	☐ Special Purchase, QPA
☒ Bid Opening	☐ Bid Award	☐ Req. to Advertise ☐ Title Sheet
☐ Quote Opening	☐ Quote Award	☐ Reject Bids/Quotes
☐ Proposal Opening	☐ C/O & PCA No. _____	☐ PCA
☐ Chg. Order, No. _____	☐ Traffic Control	☐ Resolution
☐ Other: _____		☐ Ease./Encroach

Required Information

Company or Vendor Name	
New Vendor	☐ Yes ☐ If Yes, Approved by Purchasing
	☐ No
MBE/WBE Contractor	☐ MBE ☐ WBE
	☐ Completed E-Verify Form Attached ☐ Yes ☐ No
Project Name	<u>Spec D-2026 or Newer All Wheel Drive Police Pursuit Utility Vehicles</u>
Project Number	_____
Funding Source	<u>PR-00048646</u>
Account No.	<u>101-08-080-080-445100-DS0246</u>
Amount	_____
Terms of Contract	<u>2026 Lease</u>
Purpose/Description	_____ _____ _____

For Change Orders Only

Amount of	☐	Increase	\$ _____
	☐	Decrease	(\$ _____)
Previous Amount			\$ _____
		Increase	_____ %
Current Percent of Change:		Decrease	(_____ %)
New Amount			\$ _____
		Increase	_____ %
Total Percent of Change:		Decrease	(_____ %)
Time Extension Amount:			_____
New Completion Date:			_____