



BID/PROPOSAL
CITY OF SOUTH BEND

Spec E - Police Department Upfit Equipment

BID NAME

FOR BIDS DUE

July 28, 2026; 9:00 a.m.

Description	Unit Price
Spec E - SBPD PHASE I UPFIT	\$ 306,555.45

Estimated number of days for delivery from award date.

56

Bidder
(Firm):

TELE-RAD, INC

Address:

511 E. 8TH ST.

City/State/
Zip:

HOLLAND, MI 49423

Telephone
Number:

616-396-3541

Fax Number:

616-392-9707

By

(Signature)

MITCH KOCKERS

(Printed Name)

VP

(Title)



1001 Pipestone Rd.

Benton Harbor, MI 49022

(269) 926-7696 Fax: (269) 926-8152

QUOTATION

QUOTE NO.: 66391 - 00 EC

DATE: 7/27/26

TERMS: NET 15 DAYS

DELIVERY:

Please reference Quote No. on

Correspondence & purchase orders.

Quote expires: 08/26/2026

6SBRAD

TO: SOUTH BEND RADIO SHOP
1045 W SAMPLE STREET
SOUTH BEND, IN 46619

WE ARE PLEASED TO QUOTE YOU THE FOLLOWING:

QTY	DESCRIPTION	UNIT PRICE	DISC%	TOTAL
22	RIOT-H-1342 RIOT COMMS TRANSFER KIT	588.00		12,936.00
44	RIOT-H-6028887RA RIOT CAMERA CABLE	66.00		2,904.00
19	S6702D18OSB PRO-GARD TRANSPORT SEAT CARGO BARRIER, OSB, 24+ DURANGO	1,796.00		34,124.00
19	PSSP6714D18A PRO-GARD FRONT PARTITION POLY SLIDE, 24+ DURANGO	987.00		18,753.00
19	WB67NPD18 PRO-GARD WINDOW BARS (PAIR) STEEL, 24+ DURANGO	264.00		5,016.00
19	GVPMS-U PRO-GARD SINGLE WEAPON MOUNT UNIVERSAL LOCK, HANDCUFF KEY	447.00		8,493.00
4	GVM273 PRO-GARD FREE STANDING WEAPON MOUNT WITH LOCK	506.00		2,024.00
Continued on following page				

ORDERS SUBJECT TO SHIPPING & HANDLING AND SALES TAX IF APPLICABLE.

TERMS SUBJECT TO CREDIT REVIEW

*Orders over \$50,000 may require a 25% down payment to be invoiced at time of order.

*Unpaid balances over 30 days are subject to 1.5% monthly interest charge (18% annually).

*Your purchase of MOTOTRBO radios includes a 5 year essential services warranty and software support package.
Additional investment may be required to extend essential service after 5 years.

BY MITCH KOOYERS 7016

THIS QUOTATION DOES NOT CONSTITUTE A SALES ORDER UNLESS SIGNED BY YOU, OUR CLIENT. SEE TERMS AND CONDITIONS OF SALE ATTACHED.

Accepted

by

LEGAL NAME OF PURCHASER

P.O. No.

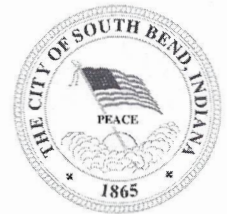
Date

AUTHORIZED SIGNATURE

QTY	DESCRIPTION	UNIT PRICE	DISC%	TOTAL
22	7160-1627 GAMBER/JOHNSON CONSOLE KIT	491.00		10,802.00
22	7160-0430 GAMBER/JOHNSON ARMRST VHCL SPEC. 2024+ DODGE DURANGO	374.00		8,228.00
22	7160-0846 GAMBER JOHNSON DUAL CUPHOLDER MCS	60.00		1,320.00
22	C-HDM-204 HAVIS HVY DTY TELESCOPING POLE SIDE MOUNT, SHORT HANDLE	168.00		3,696.00
22	C-MD-112 HAVIS ACTADP,HDM,SLIDE,TS,SP 1" SLIDE OUT LOCK ARM W/MOTION	260.00		5,720.00
22	DS-DELL-435 HAVIS DOCKING STATION DELL RUGGED PRO W/ PS	638.00		14,036.00
22	C-EB30-MMT-1P-A FACE PLATE FOR APX6500	40.00		880.00
22	20032 GAMBER/JOHNSON FACEPLATE SOS 500 SERIES REMOTE HEAD	17.00		374.00
110	EMPS2STS4D SOS MPOWER 4" STUD MOUNT LIGHT RED/ WHITE	107.00		11,770.00
88	EMPS2STS4E SOS MPOWER 4" STUD MOUNT LIGHT BLUE/ WHITE	107.00		9,416.00
20	EMPS2STS2R SOS MPOWER 4" FASCIA LGHT RED	92.00		1,840.00
20	EMPS2STS2B SOS MPOWER 4" FASCIA LGHT BLUE STUD MNT. SAE 6 LED	92.00		1,840.00
20	EMPS2STS5RBW SOS M-POWER 4" FASCIA LIGHT W/ STUD MOUNT * RED/BLUE/WHITE	112.00		2,240.00
42	PMP2WSDDDB SOS WNDW SHROUD DUAL 4" LIGHT W/STUD MOUNT - BLACK	15.00		630.00
19	ENNLB01PR5-5P8 SOS 48" NFORCE NXT CUSTOM SAME CONFIG AS ENNLB012EL-33R	1,786.00		33,934.00
27	ENFWB01EY3 SOS SOLID REAR INTERIOR VISOR SAME CONFIG AS ENFWB010VG	711.00		19,197.00
Continued on following page				

QTY	DESCRIPTION	UNIT PRICE	DISC%	TOTAL
8	ENFWB01EJM SOS DURANGO SPLIT FRONT INTERI SAME CONFIG AS ENFWB00P56	709.00		5,672.00
4	EMPTC01MYG SOS EQUINOX 26" 4HEAD MPOWER	502.00		2,008.00
4	ENFB01FQO SOS EQUINOX SPLIT FRONT	555.00		2,220.00
62	ETSS100J SOS COMPOSITE SPEAKER	199.00		12,338.00
27	ETSSVBK05 SOS SPEAKER BRACKET	64.00		1,728.00
22	ENGSA5200RSP SOS 500 SERIES REMOTE SIREN W/ BUTTON CONTROL 10-16V	831.00		18,282.00
9	ENGSA5200HPP SOS BLUEPRINT 500 SERIES HANDHELD 10-16V 200 WATTS DUAL *availability of the ENGSA5200HPP is limited, the same functionality could be accomplished with ENGSA5200 plus ENGCP15001	831.00		7,479.00
27	ENGLMK002 BLUEPRINT LINK MICRO KIT DODGE DURANGO	284.00		7,668.00
27	ENGSYMD01 SOS BLUEPRINT SYNC GPS MOD. W/ANTENNA	222.00		5,994.00
54	ENGND04102 SOS BLUEPRINT 0410 50AMP NODE W/ MAG SW	164.00		8,856.00
54	ENGHNK05 SOUNDOFF BLUEPRINT HARNESS KIT 18 INCH HARNESS	40.00		2,160.00
31	MMSU-1 MAGNETIC MIC SINGLE UNIT CONVERSION KIT	30.00		930.00
31	MX36-GCA100 CIRCUIT BREAKER, MANUAL SWITCH RESET 100A	32.00		992.00
22	LB3692-001 BROTHER 14' CAR ADAPTER POCKETJET	30.00		660.00
12	BROTHER-PJ822 BROTHER POCKET JET 822 Continued on following page	389.00		4,668.00

QTY	DESCRIPTION	UNIT PRICE	DISC%	TOTAL
22	NPN - USB CABLE 10' USB A TO MINI B	6.00		132.00
31	ELEMENT E50 ELEMENT E35 FIRE EXTINGUISHER	89.00		2,759.00
27	449301 WEATHERTECH FLOOR LINER FRONT ONLY 24+ DURANGO	119.95		3,238.65
4	4411761IM WEATHERTECH FLOOR LINER FRONT ONLY 25 EQUINOX	141.95		567.80
31	HL-74754 STREAMLIGHT LED STRION W/ 12V CHARGER	130.00		4,030.00
	****PLEASE EMAIL INVOICES TO****			
	****KDSMITH@SOUTHBENDIN.GOV****			
	Subtotal			302,555.45
	Inbound Ship			4,000.00
	GRAND TOTAL:			306,555.45



SPECIFICATIONS CITY OF SOUTH BEND

BID NAME Spec E - Police Department Upfit Equipment
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 E - Police Department Upfit Equipment

It is the intent of these specifications to describe equipment for the City of South Bend. No partial or split bids will be accepted. Vendor to complete bid proposal contained in this bid specification and attach to the submitted bid.

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

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

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

Payment will be processed once all equipment is received. This will include all manuals and warranty documentation.

The equipment is to be delivered to:

Central Services Division
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.



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

BID NAME Spec E - Police Department Upfit Equipment

FOR BIDS DUE July 28, 2026; 9:00 a.m.

Date: 7/27/26 **Bidder** TELE-RAD, INC.
(Firm):

Address: 511 E. 8TH ST.

City/State/Zip: HOLLAND, MI 49424 **Telephone Number:** (616) 396-3541

Agent of Bidder (if Applicable): MITCH KOCHERS

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

CONTRACTOR'S NON-COLLUSION AND NON-DEBARMENT AFFIDAVIT,
CERTIFICATION REGARDING INVESTMENT WITH IRAN, EMPLOYMENT
ELIGIBILITY VERIFICATION, NON-DISCRIMINATION COMMITMENT AND
CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS OR FOUNDRY
PRODUCTS

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

STATE OF MICHIGAN)
) SS:
Allegan COUNTY)

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

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

2. Contractor certifies by submission of this proposal that neither contractor nor any of its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and
3. Contractor has not, nor has any successor to, nor an affiliate of, Contractor, engaged in investment activities in Iran.
 - a. For purposes of this Certification, "Iran" means the government of Iran and any agency or instrumentality of Iran, or as otherwise defined at Ind. Code § 5-22-16.5-5, as amended from time-to-time.
 - b. As provided by Ind. Code § 5-22-16.5-8, as amended from time-to-time, a Contractor is engaged in investment activities in Iran if either:
 - i. Contractor, its successor or its affiliate, provides goods or services of twenty million dollars (\$20,000,000) or more in value in the energy sector of Iran; or
 - ii. Contractor, its successor or its affiliate, is a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another person for forty-five (45) days or more, if that person will (i) use the credit to provides goods and services in the energy sector in Iran; and (ii) at the time the financial institution extends credit, is a person identified on list published by the Indiana Department of Administration.
4. Contractor does not knowingly employ or contract with an unauthorized alien, nor retain any employee or contract with a person that the Contractor subsequently learns is an unauthorized alien. Contractor agrees that he/she/it shall enroll in and verify the work eligibility status of all of Contractor's newly hired employees through the E-Verify Program as defined by I.C. 22-5-1.7-3. Contractor's documentation of enrollment and participation in the E-Verify Program is included and attached as part of this bid/quote; and
5. Contractor shall require his/her/its subcontractors performing work under this public contract to certify that the subcontractors do not knowingly employ or contract with an unauthorized alien, nor retain any employee or contract with a person that the subcontractor subsequently learns is an unauthorized alien, and that the subcontractor has enrolled in and is participating in the E-Verify Program. The Contractor agrees to maintain this certification throughout the term of the contract with the City of South Bend and understands that the City may terminate the contract for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the City.

6. Persons, partnerships, corporations, associations, or joint venturers awarded a contract by the City of South Bend through its agencies, boards, or commissions shall not discriminate against any employee or applicant for employment in the performance of a City contract with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of race, sex, religion, color, national origin, ancestry, age, gender expression, gender identity, sexual orientation or disability that does not affect that person's ability to perform the work.

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

In no event shall persons or entities seeking the award of a City contract be required to award a subcontract to an MBE/WBE; however, it may not unlawfully discriminate against said WBE/MBE. A finding of a discriminatory practice by the City's MBE/WBE Utilization Board shall prohibit that person or entity from being awarded a City contract for a period of one (1) year from the date of such determination, and such determination may also be grounds for terminating the 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 27TH day of JULY, 2026

TELE-RAD, INC

Contractor/Bidder (Firm)



Signature of Contractor/Bidder or Its Agent

MITCH Koolers, VP

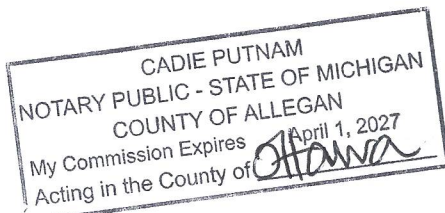
Printed Name and Title

Subscribed and sworn to before me this 27TH day of July, 2026

My Commission Expires April 1 2027 Cadie Putnam

Notary Public

County of Residence Allegan



(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: 7/26/26 **NOT APPLICABLE**

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

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 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.**
- 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.
- 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.
- D. **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.

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

Date	<u>June 15, 2026</u>	Department <u>Central</u>
Name	<u>Kevin Smith</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 ☐ Open Market Contract ☒ Bid Opening ☐ Quote Opening ☐ Proposal Opening ☐ Chg. Order, No. _____ ☐ Other: _____	☐ Contract ☐ Amendment/Addendum ☐ Bid Award ☐ Quote Award ☐ C/O & PCA No. _____ ☐ Traffic Control	☐ Proposal ☐ Special Purchase, QPA ☐ Req. to Advertise ☐ Reject Bids/Quotes ☐ PCA ☐ Resolution ☐ Ease./Encroach
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☐ Title Sheet

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	Spec E – PD Upfit Equipment
Project Number	
Funding Source	PR-00048665
Account No.	101-08-080-080-445100-DS0246
Amount	
Terms of Contract	2026 Lease
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:			_____