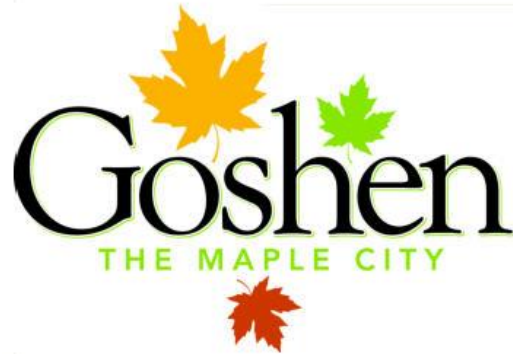


**CITY OF GOSHEN, INDIANA**  
**SPECIFICATIONS AND CONTRACT DOCUMENTS**



**FOR**

**PURCHASE OF UPFIT EQUIPMENT  
(2025 FORD EXPLORER HYBRID PPV)**

**DATE ISSUED: November 2024**

**PROPOSAL DUE DATE & TIME: December 12, 2024 at 4:00 p.m.**

**NOTICE TO BIDDERS**  
**CITY OF GOSHEN, INDIANA**  
**Purchase of Upfit Equipment**  
**(2025 Ford Explorer Hybrid PPV)**

The City of Goshen, Indiana is soliciting sealed proposals until December 12, 2024 at 4:00 p.m. (local time) for the above referenced purchase in accordance with the detailed specifications included in the Specification and Contract Documents.

Specifications and Contract Documents for this purchase may be obtained from the Goshen Clerk-Treasurer's Office at 202 South Fifth Street, Goshen, IN 46528 or the City of Goshen's website at <https://goshenindiana.org/bidding-opportunities>. The City shall not be responsible for documents obtained from any other source.

A sealed proposal must be submitted in accordance with the Instructions and all contractual terms and conditions that are included in the Specifications and Contract Documents.

No bid security is required to be submitted for this solicitation.

A sealed proposal may be mailed or otherwise delivered to the Goshen Board of Public Works and Safety, c/o Clerk-Treasurer's Office, 202 South Fifth Street, Goshen, Indiana 46528, provided the proposal is received by **3:45 p.m. on December 12, 2024**. After 3:45 p.m. and up until 4:00 p.m. on December 12, 2024, a bidder may personally deliver a sealed proposal to the Goshen Board of Public Works and Safety in the City Court Room/Council Chambers at the Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana. All proposals timely received will be publicly opened and read aloud by the Goshen Board of Public Works and Safety at the 4:00 p.m. meeting on December 12, 2024. Any proposal received after the applicable deadline will be returned.

In addition to cost, proposals will be evaluated based on whether the bidder is responsible, and if the bidder's proposal is responsive. The City of Goshen reserves the right to accept or reject any and/or all proposals, delete any portions thereof, to waive any informalities or irregularities in any proposal received, and to award a contract, consistent with Indiana law, to the lowest responsible and responsive bidder.

## INSTRUCTIONS

1. **Terms.** For the purposes of this solicitation and proposed contract:
  - (A) The terms “bid” and “proposal” are synonymous.
  - (B) The term “bidder” refers to the person or other legal entity responding to and submitting a bid to the City of Goshen in response to this solicitation.
  - (C) The term “Contractor” or “Supplier” refers to the person or other legal entity that is awarded and enters into a contract with the City of Goshen for the purchase of Supplies.
  - (D) The term “person” refers to any association, corporation, limited liability company, fiduciary, individual, joint venture, partnership, sole proprietorship, or any other legal entity.
  - (E) The term “Specifications and Contract Documents” includes all documents for the purchase of Supplies, including the notice to bidders, instructions, addenda, detailed specifications, plans, drawings, and the terms and conditions of the contract.
  - (F) The term “Supplies” includes equipment, goods and materials as specified to be purchased by the City of Goshen.
2. **Contractual Terms and Conditions.** The Sample Contract following these Instructions contains the terms and conditions that will be part of the contract if a bidder’s proposal is accepted by the City. No agreement modifying these terms and conditions shall be binding unless made in writing and signed by both parties. The Contract will be finalized upon award of the bid and contract.
3. **Examination and Representation.**
  - (A) The bidder shall carefully examine these Specifications and Contract Documents and fully inform themselves with the limitations, conditions, and all other relevant matters under which the Supplies specified are to be provided that may affect the cost and/or the delivery, including applicable local, state, or federal laws and regulations. The bidder shall make their own determinations as to conditions, assume all risk and responsibility, and complete the contract in and under conditions that the bidder may encounter or create, without additional costs to the City of Goshen.
  - (B) The bidder agrees that if the bidder should execute a contract with the City of Goshen, the successful bidder shall make no claim against City because of estimates or statements made by any City officer or agent which may prove to be in any respect incorrect. The failure or omission of any bidder to receive or examine any form, instrument, addendum, or other document shall in no way relieve the successful bidder of any obligations with respect to its proposal submitted or contract executed.
4. **Clarifications and Addenda.**
  - (A) All requests for clarification to this solicitation must be received at least seven (7) calendar days before the proposal opening date to allow for the issuance of any addenda determined by City to be necessary. Inquiries about a section should reference the applicable section, paragraph, and/or page number. Requests shall be made in writing and directed to:

City of Goshen Legal Department  
204 East Jefferson Street, Suite 2  
Goshen, IN 46528  
Email: [Legal@goshencity.com](mailto:Legal@goshencity.com) (Please state “BID CLARIFICATION” in the subject line.)
  - (B) Interpretations or clarifications determined necessary by City in response to such requests will be issued by addenda. Only a request for clarification answered by formal written addenda will be binding. All interpretations or clarifications, made orally or in writing, will be without legal effect.
  - (C) Addenda issued will be posted on the City of Goshen’s website under Bidding Opportunities at <https://goshenindiana.org/bidding-opportunities>. City will also fax and/or email any addenda issued to all parties recorded by City as having received the Specifications and Contract Documents. City, however, has no record of the entities obtaining Specifications and Contract Documents from the City’s website or any other source.

- (D) It shall be the responsibility of the bidder to check the City of Goshen's website under Bidding Opportunities for the Supplies (see paragraph (C)) for any addenda issued to confirm that the bidder has received all addenda. Each bidder shall ascertain prior to submitting a proposal that the bidder has received all addenda issued, and acknowledge the receipt of all addenda on the Contractor's Proposal form.

5. **Detailed Specifications.**

- (A) The intent of the detailed specifications is to provide a foundation to encourage competition between bidders while meeting the City's needs. The detailed specifications for the Supplies to be purchased are intended to be non-restrictive.
- (B) The equipment, goods, materials, and/or methods described in the detailed specifications of these Specifications and Contract Documents establish a standard or type, function, dimension, appearance, and/or quality to be met. Although brand names and model numbers may be used, they are intended to be guidelines to establish minimum criteria and/or quality to be met. Unless otherwise stated, alternates will be evaluated and may be acceptable as long as the standard or type, function, dimension, appearance and/or quality of the alternate offered can be verified as equal or better than specified as determined by City.
- (C) Unless stated otherwise in this solicitation, all equipment, goods, and/or materials shall be new and that which is currently under standard production. No used or refurbished items will be accepted.

6. **Exceptions.** A bidder shall clearly detail in writing with their proposal any deviation from or exception taken to the stated Specifications and Contract Documents, including the reason for the exception(s). Any equipment, goods, materials and/or methods that City, in its sole discretion, determines to be equal or better to that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended will be considered, provided the bidder submits information that details how the equipment, goods, materials and/or methods offered will meet or exceed the minimum requirements of criteria and quality to that named in the detailed specifications of these Specifications and Contract Documents. In the absence of any stated exception, the bidder's proposal will be accepted as in strict compliance with the requirements, terms and conditions of the Specifications and Contract Documents.

7. **Voluntary Alternates.** If a bidder has another proposal that the bidder believes would meet the needs of the City of Goshen, the bidder may submit the alternate proposal in addition to a proposal based on City's Specifications and Contract Documents. An alternate proposal will be individually considered and will be subject to the approval and acceptance of the City. A voluntary alternate will not, however, be considered in the determination of the lowest responsible and responsive bidder unless City deems such an alternate to be equal or better than the requirements of the Specifications and Contract Documents.

8. **Descriptive Literature.** The bidder shall clearly identify the Supplies being offered (manufacturer make, model number, style, etc.) and submit with their proposal sufficient descriptive literature, catalog cuts, technical data, guarantees, warranties, etc. to enable City to determine if the Supplies offered meet the requirements of this solicitation. The failure to provide this information may result in a bidder's proposal being considered non-responsive.

9. **Supplies Manufactured in United States; Steel Products.**

- (A) In accordance with Indiana Code § 5-22-15-21, the Supplies being offered shall be manufactured in the United States. Supplies will be considered "manufactured in the United States" if the cost of the products components mined, produced, or manufactured in the United States exceed fifty percent (50%) of the products proposed purchase price.
- (B) In accordance with Indiana Code § 5-22-15-25, if any steel products are used in the manufacture of the Supplies, the steel products must be manufactured in the United States. "Steel products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated, or otherwise similarly processed by a combination of two (2) or more such operations, by the open hearth, basic oxygen, electric furnace, Bessemer, or other steel making process.

10. **Business Certification.**
- (A) The bidder must complete and submit with their proposal the Business Certification section to identify the form of business organization the bidder is operating under.
  - (B) A limited partnership, limited liability partnership, limited liability company, and corporation is required to be registered with the Indiana Secretary of State to do business in the state of Indiana and with the City of Goshen in order to be considered responsible. If the business entity is not currently registered with the Indiana Secretary of State, the business entity must agree to become registered as a contingency of being awarded a contract. Failure to register with the Indiana Secretary of State within a reasonable period of time may result in a determination that the business entity is non-responsible, and a contract awarded may be canceled. This requirement DOES NOT apply to a sole proprietorship or general partnership.
11. **Trusts.** In accordance with Indiana Code § 5-22-3-5, a proposal submitted by a trust (as defined by Indiana Code § 30-4-1-1(a)) must identify each beneficiary of the trust and each settlor empowered to revoke or modify the trust.
12. **Contracting with Relatives of Elected Officials.** In accordance with Indiana Code § 36-1-21, the bidder must complete and submit with their proposal the Nepotism Disclosure to disclose if the bidder is a relative of a City of Goshen elected official or if the bidder is a business entity that is wholly or partially owned by a relative of a City of Goshen elected official.
13. **Investment Activities in Iran.** In accordance with Indiana Code § 5-22-16.5, by submitting a proposal, the bidder must complete and submit with their proposal the Investment Activities in Iran certification to certify if the bidder engages in investment activities in Iran as defined by Indiana Code § 5-22-16.5-8. Providing false certification may result in the consequences listed in Indiana Code § 5-22-16.5-14, including considering the bidder as non-responsible, termination of the contract if awarded, as well as bringing civil action against the Contractor.
14. **Basis of Proposals; Prices.**
- (A) A bidder's proposal for the Supplies shall be based on established unit prices for the item(s) listed.
  - (B) If an estimated quantity is provided, the quantity for each item stated on the proposal form are estimates only. The estimated quantities for an item in which unit prices are requested are based on the best information available, however, such estimates are not guaranteed and are solely for the purpose of comparing proposals and determining the lowest cost. The actual number of units to be purchased may be more or less than the estimated quantities, and City will neither be obligated nor limited to purchase a specific amount. Payment to Supplier will be based on the unit prices for the items and the actual number of units purchased.
  - (C) A bidder shall extend unit prices where required. In the event there is an error in the extension of prices, the unit price shall govern.
  - (D) The price(s) shall be on the basis of FOB Destination where shipping and handling charges are prepaid and allowed to City's facility. No additional freight shall be charged to City.
  - (E) The City of Goshen is exempt from federal excise and state sales taxes. Prices shall not include any tax for which the City is exempt.
15. **Bid Security.**
- No bid security is required to be submitted for this solicitation.
16. **Non-Collusion Affirmation.**
- (A) The bidder shall submit with their proposal a non-collusion affirmation in which the bidder affirms, under the penalties for perjury, the following:
    - (1) The bidder has not entered into a combination or agreement relative to the price to be bid by a person; to prevent a person from bidding; or to induce a person to refrain from bidding.
    - (2) The bidder's proposal is made without reference to any other proposal.

- (B) Any proposal found to be collusive will be rejected. Should City discover that the successful bidder's affirmation is false, City shall declare the contract forfeited and award a new contract.

17. **Preparation and Submission of Proposals.**

- (A) A response to this solicitation is an offer to contract with the City of Goshen.
- (B) A bidder must complete and submit all pages/forms requesting information that are included with this solicitation. A proposal may be rejected if any required pages/forms or information requested are incomplete or omitted and/or if a Contractor's Proposal form contains any alterations or erasures that are not initialed by the individual signing the proposal.
- (C) A Contractor's Proposal form must be signed by the individual(s) legally authorized to bind the bidder to a contract.
- (D) The bidder shall place the Contractor's Proposal form as the **first page** of the bidder's proposal.
- (E) A proposal shall be submitted in a sealed envelope. The sealed envelope must be labeled with the following information:
  - (1) The words, "PROPOSAL ENCLOSED";
  - (2) Bidder's name and address;
  - (3) The Supplies description as set forth in the Notice to Bidders; and
  - (4) The proposal due date as indicated in the Notice to Bidders.

In order to protect the integrity of the sealed bidding process, failure to properly identify a proposal according to these instructions may result in disqualification of a proposal from consideration.

- (F) A proposal shall be filed with the Goshen Board of Public Works and Safety by the date and time as indicated in the Notice to Bidders.
- (G) A proposal submitted orally, by telephone, fax or email will NOT be considered.
- (H) A bidder will assume full responsibility for the timely delivery of a proposal to the location specified. A proposal arriving after the specified date and time will NOT be considered.
- (I) All proposals submitted become the property of the City of Goshen and are a matter of public record.

18. **Withdrawal or Modification of Proposal.**

- (A) Any written modifications made to a proposal before submission must be initialed in ink by the bidder's authorized representative.
- (B) Once a proposal is submitted to City, a bidder may, upon written request, modify or withdraw their proposal at any time prior to the proposal opening date and time. A request to modify or withdraw a proposal must be signed by the same individual(s) who signed the original proposal submitted.
- (C) No proposal may be modified or withdrawn after the opening of the proposals.

19. **Alteration or Variation of Terms.** The terms and conditions of the award will be those listed in this solicitation and the resulting contract. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this solicitation or resulting contract shall be binding unless specifically agreed to in writing by City. Further, no oral understanding or agreement shall be binding unless specifically agreed to in writing by the City.

20. **Opening of Proposals.** The proposals received will be opened in public by the Goshen Board of Public Works and Safety as indicated in the Notice to Bidders. The reading of the proposals received, however, does not determine the award of the contract.

21. **Evaluation of Proposals and Award.**

- (A) The City of Goshen reserves the right to accept or reject any and/or all proposals, delete any portions thereof, to waive any informalities or irregularities in any proposal received, and to award a contract, consistent with Indiana law, to the lowest responsible and responsive bidder.
- (B) If a contract is awarded, the contract will be awarded to the lowest responsible and responsive bidder whose evaluation by City indicates that the award will be in the best interests of the City of Goshen. In evaluating proposals, City may consider:
  - (1) Whether the bidder has submitted a proposal that conforms in all material respects to the Specifications and Contract Documents.
  - (2) Whether the bidder has submitted a proposal that complies specifically with the Notice to Bidders and the Instructions.
  - (3) Whether the bidder has complied with all applicable statutes, ordinances, resolutions, or rules pertaining to the award of a public contract.
  - (4) The qualifications of the bidder, including the ability and capacity of the bidder to provide the Supplies specified; the integrity, character, and reputation of the bidder; and the competency and experience of the bidder.
  - (5) The bidder's cost for the Supplies based on City's selection of the base proposal and/or requested alternates, if any.
- (C) The bidder to whom a contract is awarded will be required to execute a written contract and to deliver the performance bond, if required for this purchase, within fourteen (14) days after being notified of the award.

**CONTRACTOR'S PROPOSAL**  
**FOR**  
**CITY OF GOSHEN, INDIANA**  
**Purchase of Upfit Equipment**  
**(2025 Ford Explorer Hybrid PPV)**

A Contractor responding to and submitting a bid to the City of Goshen for the above referenced purchase shall complete this proposal form in its entirety. A sealed proposal must be submitted in accordance with the Instructions and all contractual terms and conditions that are included in the Specifications and Contract Documents. A proposal must be filed with the Goshen Board of Public Works and Safety by the date and time as indicated in the Notice to Bidders. All proposals received will be opened in public and read aloud by the Goshen Board of Public Works and Safety.

<b>PART 1 – CONTRACTOR INFORMATION</b>
--

Contractor Name: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

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

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

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



**PART 2 – PROPOSED CONTRACT PRICE**

Contractor proposes to provide the following Supplies in accordance with the Specifications and Contract Documents, including any incidentals, based on established unit prices for the item(s) listed below. The quantities for each item stated on the proposal form are noted.

<b>Qty</b>	<b>Model Number</b>	<b>Description</b>	<b>Unit Price</b>	<b>Total Price</b>
16	BSFW50ZB29B5:C31	WCX DUO FST Front Inner Edge; Red/Blue with White Flood; 10 Lamp	\$	\$
16	BS50Z	WCX DUO RST Rear Inner Edge; Red/Blue with Amber T/A; 10 Lamp	\$	\$
16	C399	Cencom Core Amp	\$	\$
16	CCTL7	21 Push Button/Slide WCX Control Head	\$	\$
16	C399SP	ScanPort Cable for Vehicle Signals	\$	\$
16	SA315U	100w Speaker	\$	\$
16	SAK75D	100w Speaker Mount for 2025 FIU	\$	\$
16	CEM16	16 Output WCX Expansion Module	\$	\$
16	LINSV2R	Under Mirror Red Warning	\$	\$
16	LINSV2B	Under Mirror Blue Warning	\$	\$
16	LSVBKT50	Under Mirror Mounts for FIU (Pair)	\$	\$
16	I2J	DUO ION; R/B; 3rd Cargo Window	\$	\$
16	TLI2JX	DUO ION-T Series; R/B; Smoked Lens; License Plate	\$	\$
16	3SC0CDCR	3" White Rounds; Cargo Lights	\$	\$
16	TCRWX5	WCX 5 Head DUO Tracers (Red/Blue Configuration)	\$	\$
16	TCRB50	FIU Tracer Mount	\$	\$
16	CV2V	Vehicle to Vehicle Sync Modules	\$	\$
16	TLMIR	ION Mini T Series Red Warning; Under Hatch Warning	\$	\$
16	TLMIB	ION Mini T Series Blue Warning; Under Hatch Warning	\$	\$
16	LCPHOTO	Ambient Light Sensor	\$	\$
16	C-VS-1012-INUT-2	Vehicle Specific 22" Angled Console for 2025 FIU	\$	\$
15	C-DMM-3028	Heavy Duty Dash Mount for 2025 FIU	\$	\$
16	C-PM-134-PC	PocketJet 8 Printer Mount for Ford Interceptor Utility Console (DS-DA-340 cable included)	\$	\$
16	CUP2-1001	Dual Adjustable Cupholder	\$	\$
16	C-ARM-113	Internal Mount Armrest with Accessory Pocket	\$	\$
15	PKG-KBM-1003	Package; Chiclet Keyboard with Quick Release Mount; Articulating Swivel Arm and Height Adjusting Bracket	\$	\$
16	PKG-SBX-INUT-101	Universal Storage Box for Electronics Mounting; Packaged with Mount	\$	\$
16	PROKIT-2	Adapter Kit for Pro-gard Cargo Barrier to Havis Storage Mount	\$	\$
16	C-EB40-CCS-1P	4" Equipment Bracket for CCTL7	\$	\$



**PART 5 – BUSINESS CERTIFICATION**

Contractor must complete this page to identify the form of business organization the Contractor is operating under.

A limited partnership, limited liability partnership, limited liability company, and corporation is required to be registered with the Indiana Secretary of State to do business in the state of Indiana and with the City of Goshen in order to be considered responsible. If the business entity is not currently registered with the Indiana Secretary of State, the business entity must agree to become registered as a contingency of being awarded a contract. Failure to register with the Indiana Secretary of State within a reasonable period of time may result in a determination that the business entity is non-responsible and a contract awarded may be cancelled. This requirement DOES NOT apply to a sole proprietorship or general partnership. The Contractor is operating as a (check one):

- |  |  |
|--|--|
| <input type="checkbox"/> SOLE PROPRIETORSHIP | <input type="checkbox"/> LIMITED LIABILITY PARTNERSHIP |
| <input type="checkbox"/> GENERAL PARTNERSHIP | <input type="checkbox"/> LIMITED LIABILITY COMPANY     |
| <input type="checkbox"/> LIMITED PARTNERSHIP | <input type="checkbox"/> CORPORATION                   |

The Contractor, excluding a sole proprietorship or general partnership, is organized under the laws of the (complete one):

\_\_\_\_\_ State of \_\_\_\_\_ and is currently registered with the Indiana Secretary of State. The Business ID number for the Contractor is \_\_\_\_\_.

\_\_\_\_\_ State of \_\_\_\_\_ but IS NOT currently registered with the Indiana Secretary of State. By submitting this proposal, the Contractor agrees to register with the Indiana Secretary of State as a contingency of being awarded a contract.

Information concerning registration with the Indiana Secretary of State may be obtained by contacting the Indiana Secretary of State, Business Services Division, 302 W. Washington Street, Room E018, Indianapolis, IN 46204; (317) 234-9768; or <https://inbiz.in.gov/BOS/Home/Index>.

**PART 6 – NEPOTISM DISCLOSURE**

For the purpose of complying with Indiana Code § 36-1-21, identify below whether:

\_\_\_\_\_ Contractor **IS NOT** a relative of a City of Goshen elected official.

\_\_\_\_\_ Contractor **IS** a relative of a City of Goshen elected official. This includes an individual who is a relative of a City of Goshen elected official or a business entity that is wholly or partially owned by a relative of a City of Goshen elected official. Please specify the relative(s) below:

Name of elected official: \_\_\_\_\_

Relationship to Contractor: \_\_\_\_\_

**PART 7 – INVESTMENT ACTIVITIES IN IRAN**

In accordance with Indiana Code § 5-22-16.5, et seq, by submitting this proposal and signing Part 9, Contractor certifies the following:

\_\_\_\_\_ Contractor **IS NOT** engaged in investment activities in Iran as further defined in Indiana Code § 5-22-16.5-8.

\_\_\_\_\_ Contractor **IS** engaged in investment activities in Iran as further defined in Indiana Code § 5-22-16.5-8.

**PART 8 – NON-COLLUSION AFFIRMATION**

Pursuant to Indiana Code § 5-22-16-6, by submitting this proposal and signing Part 9, the Contractor affirms under the penalties for perjury, that: (1) the Contractor has not entered into a combination or agreement (A) relative to the price to be offered by a person; (B) to prevent a person from making an offer; or (C) to induce a person to refrain from making an offer; and (2) the Contractor's offer is made without reference to any other offer.

**PART 9 – OTHER REQUIRED SUBMITTALS**

Contractor confirms that the following are attached to this Proposal:

\_\_\_\_\_ Descriptive literature, if any.

\_\_\_\_\_ If proposal is submitted by a trust, identify the beneficiary of the trust and each settlor empowered to revoke or modify the trust.

\_\_\_\_\_ Bid security, if required.



The following SAMPLE PURCHASE CONTRACT contains the terms and conditions that will be part of the Contract if a bidder's proposal is accepted by City. No agreement modifying these terms and conditions shall be binding unless made in writing and signed by both parties. The Contract will be finalized upon award of the bid and contract.

**CITY OF GOSHEN, INDIANA  
PURCHASE CONTRACT  
FOR  
UPFIT EQUIPMENT  
(2025 FORD EXPLORER HYBRID PPV)**

THIS PURCHASE CONTRACT ("Contract") is entered into on \_\_\_\_\_, 20\_\_\_\_, which is date of the last signature set forth on the signature page, by and between **Contractor Name** ("Contractor" or "Supplier"), whose mailing address is \_\_\_\_\_, and **City of Goshen, Indiana** ("City"), a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety.

In consideration of the terms, conditions and mutual covenants contained in this Contract, the parties agree as follows:

1. **Component Parts of this Contract.**

(A) This Contract shall include these terms and conditions, as well as the terms and conditions set forth in the following documents:

- (1) City of Goshen, Indiana Specifications and Contract Documents for the purchase of Supplies set forth in the heading above.
- (2) Contractor's Proposal as submitted to City, including all submittals and attachments prepared by Supplier.
- (3) Amendments that may be subsequently executed by City and Supplier.
- (4) Supplier's performance bond, if any.

The above documents are specifically incorporated into this Contract by reference.

(B) Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order:

- (1) This Contract, and any Amendments;
- (2) The Specifications and Contract Documents; and
- (3) Contractor's Proposal.

2. **Purchase;**

(A) Supplier agrees to provide City upfit equipment compatible for 2025 Ford Explorer Hybrid PPVs ("Supplies"). Unless specifically modified by this Contract, the Supplies provided shall conform strictly to the Specifications and Contract Documents.

3. **Effective Date; Term; Delivery.**

- (A) The Contract shall become effective on the day of execution and approval by the Goshen Board of Public Works and Safety and Supplier.
- (B) Supplier shall deliver Supplies to City within 180 days after the effective date of this Contract.

- (C) If Supplier does not deliver the Supplies within the time period set forth in paragraph (B), City will incur damages. The parties acknowledge that it will be difficult or impossible to quantify, ascertain and prove the actual damages sustained by City in the event of and by reason of such delay. Therefore, the parties agree that, in the event that the Supplies are not delivered within the time period set forth in paragraph (B), in lieu of actual damages, the City of Goshen shall be entitled to deduct from the amounts due to Supplier, or Supplier shall pay to the City of Goshen, the sum of One Hundred Dollars (\$100) per day as liquidated damages and not as a penalty for each calendar day that delivery of the Supplies is delayed.
- (D) The Supplies shall be delivered Monday-Friday, excluding City holidays, during regular business hours unless other prior arrangements are made. Delivery shall be made FOB Destination to:  
Goshen Central Garage  
Attention: Fleet Manager  
320 Steury Avenue  
Goshen, IN 46528

4. **Compensation.**

- (A) City shall pay Supplier for the purchase of Supplies under this Contract based on the established unit prices for the item(s) as set forth in Contractor's Proposal, a copy of which is attached to this Contract. Total compensation, prior to any amendment(s), is the following:

**Total Contract Price/Compensation:** \$ \_\_\_\_\_

- (B) Payment to Supplier will be based on the unit prices for the item(s) and the actual number of units purchased. Adjustments to the actual number of units for an item purchased and resulting compensation will be done by written amendment.

5. **Payment.**

- (A) City shall pay Supplier upon receipt of a detailed invoice for Supplies delivered in accordance with the Specifications and Contract Documents and accepted by City.
- (B) Supplier shall submit to City a detailed invoice for the Supplies to the following address, or at such other address as City may designate in writing:

City of Goshen  
c/o Goshen Central Garage  
320 Steury Avenue  
Goshen, IN 46528  
Email is also acceptable at [carlgaines@goshencity.com](mailto:carlgaines@goshencity.com).

- (C) Provided there is no dispute on amounts due, payment will be made to Supplier within forty-five (45) days following City's receipt of a detailed invoice. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
- (D) Any payment made by City shall not affect the obligation of Supplier to repair or replace any defective parts.
- (E) Supplier is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment to Supplier.

6. **Risk of Loss.** Supplier shall be liable for all risk of loss for the Supplies until delivered to and accepted by City.

7. **Materials and Workmanship; Inspection.**

- (A) All products, materials, components, equipment, supplies or workmanship provided under this Contract shall be as specified in the detailed specifications of these Specifications and Contract

Documents, be of the best grade and free of defects, and subject to the City's observation, inspection and testing.

- (B) City shall have the right to reject materials and/or workmanship and require the correction or replacement of products, materials, components, equipment, supplies or workmanship which are defective or do not conform to the requirements of the detailed specifications in these Specifications and Contract Documents. Supplier shall correct, at Supplier's expense, any defects, omissions or nonconformance after written notice from City.
- (C) In the event Supplier fails, refuses or neglects to correct any defects, omission or nonconformance, City may correct the same and Supplier agrees to pay on demand the cost and expense for making the correction.

8. **Warranty.**

- (A) Supplier shall warrant all Supplies furnished under this Contract to be new, free from faults and defects, and to conform to the requirements of the detailed specifications in these Specifications and Contract Documents.
- (B) This warranty period shall be as specified in the detailed specifications, or if no warranty period is specified, the warranty period shall be at least ninety (90) days or the manufacturer's standard warranty, whichever is longer, commencing upon delivery and acceptance of the Supplies by City. City shall notify Supplier if the Supplies fail to meet the warranty, and Supplier agrees to correct, repair or replace without delay and at Supplier's expense, the Supplies which are defective or do not conform to the requirements of the detailed specifications provided that such correction, repair or replacement is not required because of accident, neglect, or misuse. Prior to the expiration of the warranty period, whenever Supplies are shipped for a correction, repair or replacement purpose, Supplier shall bear all cost of such shipment including, but not limited to, cost of packing, shipping, transportation, and insurance. All replacements shall be covered by a new, equivalent warranty.

9. **Independent Contractor.** Supplier shall operate as a separate entity and independent contractor of the City of Goshen. As such, Supplier understands that City will not carry worker's compensation or any other insurance on Supplier and/or Supplier's employees, agents or subcontractors. Supplier is solely responsible for compliance with all federal, state and local laws regarding reporting of compensation earned and payment of taxes. Any employees, agents or subcontractors of Supplier shall be under the sole and exclusive direction and control of Supplier and shall not be considered employees, agents or subcontractors of City. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party.

10. **Non-Discrimination.** Pursuant to Indiana Code § 22-9-1-10 and Civil Rights Act of 1964, Contractor and its subcontractors, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this Contract.

11. **Default.**

- (A) If Supplier fails to deliver the Supplies or otherwise comply with the provisions of this Contract, then Supplier may be considered in default.
- (B) It shall be mutually agreed that if Supplier fails to deliver the Supplies or otherwise comply with the provisions of this Contract, City may issue a written notice of default and provide a period of time that shall not be less than ten (10) days in which Supplier shall have the opportunity to cure. If the default is not cured within the time period allowed, the Contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar Supplies in any manner deemed proper by the City, and Supplier shall be liable to the City for any excess costs incurred



- (C) Supplier may also be considered in default by the City if any of the following occur: (1) there is a substantive breach by Supplier of any obligation or duty owed under the provisions of this Contract; (2) Supplier is adjudged bankrupt or makes an assignment for the benefit of creditors; (3) Supplier becomes insolvent or in an unsound financial condition so as to endanger performance under the Contract; (4) Supplier becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors; (5) a receiver, trustee, or similar official is appointed for Supplier or any of Supplier's property; (6) Supplier is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Supplier unable to complete the Contract; or (7) the Contract or any right, monies or claims are assigned by Supplier without the consent of the City.

12. **Termination.**

- (A) The Contract may be terminated in whole or in part, at any time, by mutual written consent of both parties.
- (B) City may terminate this Contract, in whole or in part, in the event of default by Supplier.
- (C) Supplier shall be paid for all Supplies delivered prior to notice of termination, but in no case shall payment made to Supplier exceed the original Contract price. No price increase shall be allowed on individual items if canceled only in part.
- (D) The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

13. **Subcontracting or Assignment of Contract.** Contractor shall not subcontract or assign any right or interest under the Contract, including the right to payment, without having prior written approval from City. Any attempt by Contractor to subcontract or assign any portion of the Contract shall not be construed to relieve Contractor from any responsibility to fulfill all contractual obligations.

14. **Amendments.** Any modification or amendment to the terms and conditions of the Contract shall not be binding unless made in writing and signed by both parties. Any verbal representations or modifications concerning the Contract shall be of no force and effect.

15. **Waiver of Rights.** No right conferred on either party under this Contract shall be deemed waived and no breach of this Contract excused unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

16. **Applicable Laws.** Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations and ordinances, and all contractual provisions required to be included in this Contract are incorporated by reference.

17. **Miscellaneous.**

- (A) Any provision of this Contract or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the Contract.
- (B) In the event of a conflict between these documents and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern.
- (C) These documents shall be construed in accordance with and governed by the laws of the State of Indiana, and any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.
- (D) In the event legal action is brought to enforce or interpret the terms and conditions of these documents, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

18. **Severability.** In the event that any provision of the Contract is found to be invalid or unenforceable, then such provision shall be reformed in accordance with applicable law. The invalidity or unenforceability of

any provision of the Contract shall not affect the validity or enforceability of any other provision of the Contract.

- 19. **Notice.** Any notice required or desired to be given under this Contract shall be deemed sufficient if it is made in writing and delivered personally or sent by regular first-class mail to the parties at the following addresses, or at such other place as either party may designate in writing from time to time. Notice will be considered given three (3) days after the notice is deposited in the US mail or when received at the appropriate address. Either party may also email the notice to the other party in addition to delivering personally or sending by regular first-class mail.

City: City of Goshen, Indiana  
Attention: Goshen Legal Department  
204 East Jefferson St., Suite 2  
Goshen, IN 46528  
Email: Legal@goshencity.com

Supplier: Contractor Name  
\_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_

- 20. **Binding Effect.** All provisions, covenants, terms and conditions of this Contract apply to and bind the parties and their legal heirs, representatives, successors and assigns.

- 21. **Authority to Execute.** The undersigned affirm that all steps have been taken to authorize execution of this Contract, and upon the undersigned’s execution, bind their respective organizations to the terms of the Contract.

IN WITNESS WHEREOF, the parties have executed this Contract on the dates as set forth below.

**City of Goshen, Indiana**  
Goshen Board of Public Works and Safety

**Contractor Name**

\_\_\_\_\_  
Gina M. Leichty, Mayor

\_\_\_\_\_  
Printed: \_\_\_\_\_

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

Title: \_\_\_\_\_

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