

CITY OF GOSHEN, INDIANA
SPECIFICATIONS AND CONTRACT DOCUMENTS



FOR
PURCHASE OF 2024 OR NEWER MEDIUM DUTY DUMP TRUCK

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 2024 or Newer Medium Duty Dump Truck

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 (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 within fourteen (14) days after being notified of the award.

MINIMUM SPECIFICATIONS FOR MEDIUM DUTY DUMP TRUCK	EXCEPTION
Minimum Specifications	
2024 or newer model year 4 x 4 regular cab chassis	<input type="checkbox"/>
19,500 GVWR payload plus	<input type="checkbox"/>
Engine: Largest V-8 available	<input type="checkbox"/>
84" CA- cab and chassis 164" Wheel base with 47" of after frame.	<input type="checkbox"/>
Heavy duty alternator	<input type="checkbox"/>
HD 6 -speed automatic transmission with overdrive, and PTO provisions	<input type="checkbox"/>
4.88 axle ratio limited slip axle	<input type="checkbox"/>
PTO provision off the transmission.	<input type="checkbox"/>
Transmission shall have live gear (Ford code 62R)	<input type="checkbox"/>
40-gal fuel tank aft of axle	<input type="checkbox"/>
Engine block heater	<input type="checkbox"/>
Snow plow prep package to include, Increased capacity springs, 145-amp alternator, skid plates, high capacity air cleaner.	<input type="checkbox"/>
Steering and Suspension	
4-wheel disc brakes with front and rear vented discs	<input type="checkbox"/>
Firm ride suspension Mono-bean, non-independent front suspension	<input type="checkbox"/>
Heavy duty shocks	<input type="checkbox"/>
Rigid rear axle single stage rear leaf suspension	<input type="checkbox"/>
Tires 225/70R19.5G Traction	<input type="checkbox"/>
Spare tire and wheel	<input type="checkbox"/>
Safety	
4-wheel anti-lock braking system	<input type="checkbox"/>
Dual airbags, passenger side front-impact cancellable airbag	<input type="checkbox"/>
Front height adjustable seatbelts	<input type="checkbox"/>
Back-up Camera	<input type="checkbox"/>
Comfort and Convenience	
Air conditioning	<input type="checkbox"/>
Cruise control	<input type="checkbox"/>
AM/FM stereo, Bluetooth hands free capable	<input type="checkbox"/>
Aux auto input jack	<input type="checkbox"/>
Analog instrumentation display includes tachometer, oil pressure gauge, engine temperature gauge, transmission fluid temp gauge, trip odometer	<input type="checkbox"/>
Warning indicators include oil pressure, water temp warning, battery, key in ignition, low fuel, door ajar Manual front windows with light tint	<input type="checkbox"/>
Variable intermittent front windshield wipers	<input type="checkbox"/>
Glove box, front cup holder, instrument panel bin, dashboard storage	<input type="checkbox"/>
Mirrors ext wide load large mirrors	<input type="checkbox"/>
Body up-fitter switches	<input type="checkbox"/>
Integrated Electric Trailer Brake Controller	<input type="checkbox"/>
Trailer towing package	<input type="checkbox"/>
Seating and Interior	
40/20/40 bench seat with pull down middle.	<input type="checkbox"/>
Vinyl faced front seats with vinyl back material	<input type="checkbox"/>
Full cloth headliner, full vinyl/rubber floor covering, plastic/rubber gear shift knob, cab back insulator	<input type="checkbox"/>
Exterior Features	
Black side window moldings, black front windshield molding, black rear window molding	<input type="checkbox"/>

Black door handles	<input type="checkbox"/>
Driver and passenger telescoping tt power mirrors black outside mirrors	<input type="checkbox"/>
Front argent bumper with front black rub strip, front tow hooks	<input type="checkbox"/>
Sealed beam halogen headlamps	<input type="checkbox"/>
Additional exterior lights include cab clearance lights	<input type="checkbox"/>
Molded black cab steps mounted on the driver and passenger side.	<input type="checkbox"/>
Paint: color to be white	<input type="checkbox"/>
Warranty:	
Bumper to bumper 36 months/36,000 miles:	<input type="checkbox"/>
Corrosion Peroration 60 months/ unlimited mileage	<input type="checkbox"/>
Powertrain 60 months/60,000 miles	<input type="checkbox"/>
Equipment Specifications	
Minimum Specifications for Body:	<input type="checkbox"/>
Shall be 132" in body length	<input type="checkbox"/>
Shall have a side wall height of 19" and tailgate height of 25"	<input type="checkbox"/>
Shall be 84" inside width	<input type="checkbox"/>
Side Walls shall be 7gauge Stainless steel with double panel sides and tailgate	<input type="checkbox"/>
Floor shall be 7gauge AR400 steel	<input type="checkbox"/>
Floor understructure: Shall be a fabricated crossmember less design.	<input type="checkbox"/>
All welds shall be continuous	<input type="checkbox"/>
There shall be (two per side) gussets to accept 2" x 8" side boards.	<input type="checkbox"/>
Lower side Rub Rail shall have 45-degree material shedding slope	<input type="checkbox"/>
Rear Bolster Panel shall be full width.	<input type="checkbox"/>
Rear Corner Posts are box formed with 45-degree leading edge	<input type="checkbox"/>
Rear Corner Posts shall have material shedding sloped top cap	<input type="checkbox"/>
Rear Corner Posts shall have two (2) OEM laser cut ovals for light placement	<input type="checkbox"/>
Rear Corner Posts of the body shall be completely sealed from underneath, in order to prevent snow, ice, and debris buildup.	<input type="checkbox"/>
Tailgate shall be double acting: tailgate shall have the ability to dump conventionally and the ability to lay flat (level with floor). There shall be two sets of cast banjo plates and with adequate length 3/8" high strength chains to hold tailgate in the down position shall be provided.	<input type="checkbox"/>
Chains shall be encased in chain mesh material as to not scratch the body paint.	<input type="checkbox"/>
Tailgate shall be quick release style and shall have snap – latch middle release lever.	<input type="checkbox"/>
Top Cap of tailgate shall be fully boxed and shall slope inward.	<input type="checkbox"/>
Cab Shield: Shall be integral with the body and shall project forward 27" and be full width of side walls Cab Shield height shall be high enough to fit the chassis cab.	<input type="checkbox"/>
Front bulkhead shall have a screen protective window installed.	<input type="checkbox"/>
Cab shield shall have two forward facing 6" oval light holes one per side facing forward and two 6" oval light holes facing rearward.	<input type="checkbox"/>
Miscellaneous:	
There shall be installed a backup alarm, body prop, body up light mounted on the control console. Body shall have 2 shovel brackets installed on the front head sheet of the body.	<input type="checkbox"/>
There shall be a set of plastic half-moon fender guards over the rear tires with lower mud flaps attached.	<input type="checkbox"/>
Up-fitter to install chassis manufacturer's back- up camera	<input type="checkbox"/>
Hoist:	
Shall have a minimum lift rating of 10 tons	<input type="checkbox"/>
Hoist sub frame shall be ¼" and 50 ksi typical yield strength fabricated steel channel	<input type="checkbox"/>
Body shall have 12" of overhang behind the sub frame hinge	<input type="checkbox"/>

Body shall obtain a 50-degree dump angle	<input type="checkbox"/>
Hoist shall incorporate a body prop and body up light.	<input type="checkbox"/>
Hoist shall be double acting.	<input type="checkbox"/>
Hydraulics: The central hydraulics shall operate the dump body, and tailgate spreader. Hydraulics shall include pump PTO combo off the chassis live gear system 20-gallon 7-gauge stainless hydraulic tank- valve combination. May use up fitter switch to activate PTO. System to have minimum 10 micron hydraulic filter.	<input type="checkbox"/>
Lighting:	
Lights and reflectors: All lights shall meet federal requirement FMVSS No.108 ALL lighting to be LED type	<input type="checkbox"/>
All body wiring shall be in a complete pre-built sealed factory wiring harness. Harness shall be fully wrapped to prevent damage and shall require only three leads to tie into chassis lighting system (a simple wire loom will not be accepted). Body builder shall provide a complete wiring schematic's of all add on light wires upon delivery.	<input type="checkbox"/>
There shall be a two 6" led combination amber-clear strobes mounted in the body cab shield facing forward and two 6" amber-clear led strobes facing rearward	<input type="checkbox"/>
Body rear lights shall have one per side led amber-clear strobes mounted in the body rear apron and two per side led stop tail turn reverse combination.	<input type="checkbox"/>
Body shall be equipped with all-necessary lights and reflectors to meet state and ICC specifications.	<input type="checkbox"/>
The chassis lights shall be retained and installed below the dump bed for use as additional stop tail turn as well as reverse lights.	<input type="checkbox"/>
A back up alarm shall be installed prior to delivery.	<input type="checkbox"/>
Hitch:	
There shall be a towing hitch installed on the rear of the unit at the time of delivery. Hitch shall consist of a ¾" steel plate located between the chassis frame rails. There shall be a 2 ½" tube receiver mounted in the center of the pintle plate 21" above the floor. A combination pintle hitch with a 2 5/16" ball. The hitch shall be rated for 20 tone pull rate. There shall also be a 7-way Bargeman trailer plug installed for trailer lights as well as an electric brake controller. Center Port to be wire battery power 30-amp circuit. Installer shall bid and install such hitch to the department's specifications in to regard to as what they now have in service and confirm hitch height before installation.	<input type="checkbox"/>
Options:	
Tool box frame mounted on curb side (vendor to supply list of size options)	<input type="checkbox"/>

CONTRACTOR'S PROPOSAL
FOR
CITY OF GOSHEN, INDIANA
Purchase of 2024 or Newer Medium Duty Dump Truck

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.

PART 1 – CONTRACTOR INFORMATION
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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 Contractor’s Proposal form. The sum of the item is as follows:

Make: _____

Model: _____

Base Bid: \$ _____

Contractor acknowledges that the evaluation of proposals shall be based on such sum(s) and further acknowledges that the quantities stated are estimates only and solely for the purpose of comparing proposals and determining the lowest bidder. (City shall verify Contractor’s calculations.) Contractor further understands that compensation for all Supplies will be based on the unit prices for the item(s) listed and the actual number of units purchased.

PART 3 – ADDENDA

The Contractor will ascertain prior to submitting a proposal that Contractor has received all Addenda issued, and acknowledge the receipt of all Addenda.

The Contractor acknowledges receipt of the following Addenda for this solicitation:

Addenda Number _____ Dated _____

Addenda Number _____ Dated _____

Addenda Number _____ Dated _____

_____ **NONE.** There were no Addenda issued for this solicitation.

PART 4 – EXCEPTIONS

Contractor shall indicate below whether the Contractor’s proposal contains 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 Contractor 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 Specifications and Contract Documents.

Contractor is cautioned that any exception taken and deemed by City to be a material variance and/or not meet or exceed the minimum requirements of criteria and quality to that named in the Specifications and Contract may result in the Contractor’s proposal being rejected as non-responsive. In the absence of any stated exception, the proposal will be accepted as in strict compliance with the requirements, terms and conditions of the Specifications and Contract Documents.

_____ **NO**, this proposal does not contain any deviation from or exception taken to the stated Specifications and Contract Documents, and this proposal shall be accepted as in strict compliance with all terms and conditions of the Specifications and Contract Documents.

_____ **YES**, this proposal does contain deviation from or exception taken to the stated Specifications and Contract Documents which is/are detailed more fully below (attach additional pages if needed):

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):

SOLE PROPRIETORSHIP	LIMITED LIABILITY PARTNERSHIP
GENERAL PARTNERSHIP	LIMITED LIABILITY COMPANY
LIMITED PARTNERSHIP	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.

PART 10 – SIGNATURE

The undersigned certifies that Contractor has read and understands the instructions, terms, conditions and specifications of this solicitation. Contractor agrees to fulfill the requirements of any awarded contract at the prices proposed based on the terms and conditions of all Specifications and Contract Documents, including all Addenda. The undersigned authorized representative further certifies that he/she is duly authorized to submit this proposal and execute a contract on behalf of Contractor. Signature by the Contractor’s authorized representative constitutes execution of each any every Part of this Proposal.

SIGNATURE MUST BE NOTARIZED

Contractor’s Authorized Representative:

Signature: _____ Title: _____

Printed: _____ Date: _____

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, the undersigned Notary Public in and for said County and State, personally appeared the above named _____, being known to me or whose identity has been authenticated by me, who affirmed that the statements in the foregoing Contractor’s Proposal are true and correct.

Witness my hand and Notarial Seal this ____ day of _____, 20____.

Printed Name: _____
County of Residence: _____
My Commission Expires: _____
Commission Number: _____

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
2024 MEDIUM DUTY DUMP TRUCK**

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 a 20__ medium duty dump truck ("Supplies"). Unless specifically modified by this Contract, the Supplies provided shall conform strictly to the Specifications and Contract Documents.

3. **Effective Date; 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 nine (9) calendar months 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:

Carl Gaines, Fleet Manager
Central Garage
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: \$ _____

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 Environmental Resilience
410 Plymouth Ave
Goshen, IN 46528
Email is also acceptable at aaronkingsley@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 as follows:

Bumper to bumper -	36 months/36,000 miles:
Corrosion Peroration-	60 months/ unlimited mileage
Powertrain-	60 months/60,000 miles

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

Date: _____

Printed: _____

Title: _____

Date: _____