



INVITATION FOR BIDS SPECIFICATION DOCUMENTS

SOLICITATION NO. B-2021-04

Description: Purchase Single Axle Dump Truck

Department:Street Department

Due Date and Time: April 5, 2021 at 1:45 P.M.

Contact:.....Carla Newcomer

Telephone Number:.....(574) 537-3816

CITY OF GOSHEN

INVITATION FOR BIDS

For the Purchase of One Single Axle New Dump Truck and Equipment

The City of Goshen Board of Public Works and Safety is soliciting sealed offers for one (1) single axle 2021 or newer dump truck for use in the City of Goshen's Street Department. The Board of Public Works and Safety is hereinafter referred to as "City".

The vehicle and equipment to be purchased shall include 2021 or newer single axle truck with heavy duty dump body and underbody scraper.

The Specification Documents may be obtained from the City of Goshen's Clerk-Treasurer's Office, 202 South Fifth St., Goshen, IN 46528. The City of Goshen shall not be responsible for documents obtained from any other source.

Offers shall be submitted in accordance with the Instructions to Bidders and all contractual terms and conditions that are included in the Specification Documents. In addition to price, offers will be evaluated based on whether the bidder is responsible, and if the bidder's offer is responsive.

Offers shall be filed with the City of Goshen Clerk-Treasurer's Office, 202 South Fifth Street, Goshen, IN 46528 until 1:45 p.m. April 5, 2021 at which time all offers received will be taken to the Board of Public Works and Safety meeting to be publicly opened and read aloud. The Board meeting will be held in City Court Room/Council Chambers at the Goshen Police & Court Building, 111 East Jefferson Street, Goshen.

The City of Goshen Board of Public Works and Safety reserves the right to reject any and all offers, delete any portions thereof, to waive any informalities or irregularities in any bid received, and to award a contract, consistent with Indiana law, to the lowest responsible and responsive bidder. Award of contract is contingent on the availability of funds.

INSTRUCTIONS TO BIDDERS

This section contains instructions regarding the preparation and submittal of offers. Please note these instructions may not contain all applicable requirements. Careful reading of the entire solicitation is critical. Failure to read the solicitation in its entirety or to follow the instructions may lead to the rejection of your offer. For the context of this solicitation, the use of the words contractor, vendor, supplier, or bidder all have the same meaning for the company/business submitting an offer.

1. Examination and Representation.

Before submitting an offer, the bidder shall carefully examine these Specification Documents to fully inform themselves with the limitations and conditions under which the vehicle and equipment are to be provided/purchased for this project and all other relevant matters that may affect the cost, progress, performance or furnishing of the vehicle and equipment including applicable local, state, or federal laws and regulations.

The bidder agrees that the bidder shall make no claim against the City of Goshen because of estimates or statements made by any officer or agent of the City, which may prove to be in any respect erroneous, are inconsistent or an addition to any terms or conditions of these written documents. The failure or omission of any bidder to receive or examine any form, instrument, addendum, or other document shall in no way relieve the bidder of any obligations with respect to its offer submitted or contract executed.

2. Requests for Clarifications and Addenda.

All requests for clarification to this solicitation must be received at least two (2) business days before the opening date to allow for the issuance of any addendums determined by the City to be necessary. Requests shall be made in writing and may be directed to the City of Goshen Legal Department, Municipal Building Annex, 204 East

Jefferson Street, Suite 2, Goshen, Indiana 46528, or faxed to the attention of the Legal Department at (574) 537-3817.

Inquiries should reference the applicable section, paragraph, and/or page number. Interpretations or clarifications determined necessary by the City in response to such questions will be issued by addenda mailed, faxed or otherwise delivered to all parties recorded by the City as having received Specification Documents. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

3. Specifications and Exceptions.

Unless stated otherwise in this solicitation, the vehicle and equipment requested shall be that which is under standard production at the time of the order, and no used or refurbished items will be accepted. Unless specifically stated otherwise in the solicitation, the name of a certain brand, model or manufacturer referenced in the specification is not intended to restrict competition, but is to indicate the general style, type, character, and quality of the product desired. A bidder may offer any brand, model or manufacturer which meets or exceeds that named in the specifications, provided the bidder can demonstrate that the exception will meet or exceed the needs of the City.

The vehicle and equipment described in the Specification Documents establish minimum requirements or a standard of required function, dimension, appearance or quality. It is not the intent of the City to write out manufacturers or Suppliers of the vehicle and equipment that are equal or better than what is specified.

The bidder shall indicate their compliance with the detailed specifications by indicating either YES or NO after each applicable section on the 'Detailed Specifications' section. Indicating YES shall mean that the bidder fully complies with the specifications as written; indicating NO shall mean an exception is being taken.

The bid shall clearly detail in writing any deviation from or exception taken to the stated specifications. Any product, materials or method that the City of Goshen, 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 method, the vehicle and/or equipment offered for substitution will meet or exceed the minimum requirements of criteria and quality to that named in the Specification Documents. In the absence of any stated deviation or exception, the bid will be accepted as in strict compliance with all terms, conditions and specifications, and the bidder shall be held liable for strict compliance.

4. Voluntary Alternates.

If a bidder has an alternate offer that the bidder believes would meet the needs of the City of Goshen, the bidder may submit the alternate offer in addition to an offer based on the City's Specification Documents. An alternate offer will be individually considered as a voluntary alternate 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 Specification Documents.

5. Descriptive Literature; Samples.

Bidders shall submit with their offer the manufacturer's name of the product to be furnished, type, model numbers, manufacturer's descriptive bulletins and specifications. It is the Supplier's responsibility to clearly identify the vehicle and equipment being offered and to provide sufficient descriptive literature, catalog cuts, technical data, etc. to enable the City to determine if the vehicle and equipment offered meets the requirements of the solicitation. Failure to furnish adequate data for evaluation purposes may result in deeming your offer non-responsive.

6. Qualification of Bidders.

- A. Bidders submitting offers shall be limited to individuals, partnerships and corporations actively engaged provision/production of the vehicle and equipment comparable to what is described in these Specification Documents.

- B. Bidders must demonstrate their qualifications and suitability to carry out the terms of the Specification Documents., and must have in their possession or available to them by formal agreement all labor, equipment, supplies and operational facilities which are necessary to provide the vehicle and equipment as outlined in these Specification Documents. The City reserves the right to request additional proof of these qualifications, and reserves the right to reject any offer where an investigation of the evidence or information submitted by a bidder does not satisfy the City that the bidder is qualified to carry out the terms of the Specification Documents.

7. Trusts.

In accordance with Indiana Code 5-22-3-5, an offer submitted by a trust (as defined by Indiana Code 30-4-1-1) must identify the beneficiary of the trust and the settlor empowered to revoke or modify the trust.

8. US Manufactured Product.

The Bidder shall ensure that the vehicle and equipment being offered shall be manufactured in the United States. If steel or foundry products are used in (1) the manufacture of the vehicle and equipment being offered, or (2) the vehicle and equipment that are used in the performance of services under a contract or subcontract, then the steel or foundry products shall be manufactured in the United States.

9. Business Certification.

The bidder must complete the Business Certification page to identify the form of business organization the bidder is operating under (i.e., sole proprietor, partnership, corporation, etc.)

A foreign (out-of-state) corporation must be registered with the Indiana Secretary of State to do business in the State of Indiana. A foreign corporation not currently registered with the Indiana Secretary of State must agree to become registered as a contingency of being awarded a contract. Failure to register with the Secretary of State's Office may result in a determination that a corporation is non-responsible and a contract awarded to that corporation may be canceled.

10. Non Collusion.

All bidders must sign and have notarized the Non-Collusion Affidavit to certify that the bidder has not entered into a combination or agreement relative to the price to be offered by any person; to prevent a person from bidding; or to induce a person to refrain from bidding; and that the bidder's offer is made without reference to any other bid. Any offer found to be collusive will be rejected. Should the City discover that the successful bidder's affidavit is false, the City shall declare the contract forfeited and award a new contract.

11. Preparation and Submittal of Offers.

- A. Bidders must complete and submit all pages/forms requesting information that are included with this solicitation. Offers shall be typed or legibly printed in ink. The offer must be signed by an authorized representative of the bidder. An offer may be rejected if any required forms or information requested are incomplete or omitted and/or if an offer contains any alterations or erasures that are not initialed by the person signing the offer.
- B. All offers shall be submitted in a sealed envelope. The envelope must be labeled with the following information:
 - 1. Bidder's name and address;
 - 2. The words, "Purchase of One single axle Dump Truck, Solicitation No. B-2021-04"; and
 - 3. Date and time of opening (as indicated on the Invitation for Bids).
- C. If an offer is sent through the mail or other delivery system, the sealed envelope should be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of the outer envelope.
- D. In order to protect the integrity of the sealed bidding process, failure to properly identify an offer according to these instructions may result in a disqualification of an offer from consideration.

- E. Offers shall be filed with the City of Goshen Clerk-Treasurer's Office, 202 South Fifth Street, Goshen, Indiana 46528 by the specified opening date and time. Offers arriving after the specified time will not be accepted. The City of Goshen is not responsible for late or lost offers due to mail service inadequacies, traffic or other similar reasons.
- F. No facsimiles or emails of offers will be accepted.
- G. All offers submitted become the property of the City and are a matter of public record.
- H. Response to this solicitation is an offer to contract with the City of Goshen.

12. Withdrawal or Modification of Offers.

Any modifications made to an offer before submittal must be initialed in ink by the bidder's authorized representative. A bidder may, upon written request, modify or withdraw their offer at any time prior to the opening date and time. A request to modify or withdraw an offer must be signed by the same person or persons who signed the original offer submitted. No offer may be modified or withdrawn after the opening of the offers.

13. Alteration or Variation of Terms.

The terms and conditions of the award will be those listed in this solicitation package 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 the City. Further, no oral understanding or agreement shall be binding unless specifically agreed to in writing by the City.

14. Opening of Offers.

The offers received will be opened in public by the Board of Public Works and Safety at the time and place shown on the Invitation for Bids. The reading of the offers, however, does not determine the award of the contract.

15. Award.

- A. The City of Goshen reserves the right to reject any and all offers, delete any portions of the project, or to waive any informalities or irregularities in any offer received.
- B. In evaluating offers, the City may consider:
 - (1) Whether the bidder has submitted an offer that conforms in all material respects to the Specification Documents.
 - (2) Whether the bidder has submitted an offer that complies specifically with the Specification Documents.
 - (3) Whether the bidder has complied with all applicable statutes, ordinances, resolutions, or rules pertaining to the award of a contract.
 - (4) The qualifications of the bidder, including the ability and capacity of the bidder to provide the vehicle and equipment described in the Specification Documents; the integrity, character, and reputation of the bidder; and the competence and experience of the bidder.
 - (5) Cost of the vehicle and equipment to be purchased, including which alternate is most advantageous to the City where alternate offers are submitted.
- C. If a contract is awarded, the City will award a contract to the lowest responsible and responsive bidder.
- D. The bidder to whom a contract is awarded will be required to execute a written contract (See sample in Exhibit A) within fourteen (14) calendar days after award by the Board of Public Works and Safety.

GENERAL TERMS AND CONDITIONS

This section contains the general terms and conditions that will be part of the contract if a bidder's offer is accepted by the City. No agreement modifying these terms and conditions shall be binding unless made in writing and signed by the City of Goshen Board of Public Works and Safety and the bidder's authorized representative. The use of the words contractor, vendor, supplier, or bidder all have the same meaning for the company/business submitting an offer.

1. Delivery; Liquidated Damages.

- A. The goods, supplies, materials and/or equipment covered by this contract shall be delivered shall be delivered to City of Goshen Central Garage, 320 Steury Avenue, Goshen IN within twelve (12) months of receipt of a fully executed contract.
- B. It is agreed by the parties that time is of essence and in the event completion of this project is not made within the time set forth in this solicitation, damage will be sustained by the City. The parties further agree that it is and will be impractical and extremely difficult to ascertain and determine the actual damage which the City will sustain in the event of and by reason of such delay. Therefore, it is agreed that the Supplier shall pay to the City of Goshen, as fixed and liquidated damages, and not as a penalty, One Hundred Dollars (\$100.00) per calendar day for each and every calendar day's delay in making delivery in excess of the time specified. It is further agreed that in the event such damages are sustained by the City, the City may deduct the amount of the liquidated damages from any moneys due or that may become due to the Supplier under this contract.

2. Prices; Quantities.

- A. Offered prices shall cover and include all costs necessary to provide the goods, supplies, materials and/or equipment in accordance with these Specification Documents including incidentals whether or not specifically called for in these documents. Offered prices shall remain firm for a minimum period of sixty (60) calendar days after the opening of the bids.
- B. 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. A tax exemption certificate will be provided if requested. The City of Goshen will not be responsible for any taxes levied on the Supplier as a result of this contract. However, if it is later determined a tax must be paid by the City of Goshen, the contract price will be adjusted to reflect this liability.

3. "Lump Sum" and "All or None" Bids.

When a solicitation is for multiple items, the City reserves the right to purchase item-by-item, by groups or all from one bidder when it may benefit by doing so. Bidders may submit a bid on an "all or none" or "lump sum" basis. If a bidder wishes to offer a lower price if the City purchases all items or a specified group of items, the bidder may state a "Lump Sum" price which is usually stated as a percentage off the bidder's individual prices. A "Lump Sum" bid is one in which the Supplier offers a lower price than the sum of the individual bids if all items are purchased, but the Supplier agrees to deliver individual items at the prices offered. The term "All or None" means a conditional offer which requires the purchase of all items on which bids are offered and the Supplier declines to accept award on individual items. A bidder who does not desire to submit an offer for a particular item must show the words "No Bid" in the unit column for that item.

- It is agreed by the parties to the contract that time is of essence and in the event delivery of the vehicle and equipment is not made within the time set forth in this solicitation, damage will be sustained by the City and that it is and will be impractical and extremely difficult to ascertain and determine the actual damage which the City will sustain in the event of and by reason of such delay. Therefore, it is agreed that the Supplier shall pay to the City of Goshen, as fixed and liquidated damages, and not as a penalty, One Hundred Dollars

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6. Payment.

All payment obligations are subject to the appropriation and encumbrance of monies and shall be made in arrears unless specifically stated otherwise in this solicitation. Payment to the Supplier for the purchase under this contract shall be made upon completion and acceptance of the delivery. The Supplier shall submit a detailed invoice based on established contract price to City of Goshen for payment. Supplier is required to have a current W9 Form on file with the City before the City will issue any payment. Payment will be made within forty-five (45) calendar days of the receipt of a detailed invoice, provided all invoiced items are received and satisfactory performance of the Supplier has been attained. Payment is deemed to be made on the date of mailing the check.

7. Title: Risk of Loss.

Title to all products, materials, equipment, drawings, blueprints, dies patterns, tools and all other property prepared or constructed by Supplier at Supplier's plant or elsewhere, or ordered for use in connection with the project for which the City of Goshen has made payment therefore or has furnished to Supplier at no charge, shall vest in and be the property of the City of Goshen and shall be identified as such. Supplier agrees to bear all risks of loss, injury destruction of the vehicle and/or equipment ordered herein which occur prior to delivery of the vehicle and equipment and acceptance/completion of the project. Such loss injury or destruction shall not release the Supplier from any obligation hereunder.

8. FOB Destination.

The vehicle and equipment purchased shall be shipped FOB destination freight prepaid and included. No additional charges will be allowed for packing, handling, shipping containers or partial delivery costs. The body builder's site address for delivery of the cab and chassis will be provided to the Supplier upon award of contract. The completed dump truck shall be delivered to City of Goshen Central Garage, 320 Steury Avenue, Goshen IN.

9. Warranty.

- A. All guarantees and warranties shall be clearly stated and submitted with the offer. The Supplier and manufacturer shall warrant the vehicle and equipment furnished under this contract for two (2) years after final delivery of the vehicle and equipment to be free from defect of material and/or workmanship, and to conform strictly to the specifications, drawings, and/or samples specified or furnished. This warranty shall survive any inspection, delivery, acceptance, or payment by the City of Goshen for the vehicle and equipment furnished.
- B. Under this guarantee, the Supplier agrees to make good without delay and at their own expense any failure of any such parts due to faulty materials, construction, or installation, / or to the failure of any such equipment to successfully perform all the work put upon it within the limits of the specifications and further shall make good any damage to any part of the work caused by the failure.
- C. Unless specified otherwise, the Supplier will furnish all parts and maintenance at no charge for a period of at least two (2) years or the manufacturer's standard warranty, whichever is longer, beginning on the first day after acceptance by the City, provided that such maintenance and parts are not required because of accident, neglect, misuse, or causes other than ordinary use.
- D. Any such work required due to the fault or negligence of the Supplier shall also be provided by the Supplier at no additional charge.
- E. Prior to the expiration of the warranty period, whenever the vehicle and equipment are shipped for repair or replacement, the Supplier shall bear all cost of such shipment including, but not limited to, cost of packing, transportation, and insurance.

10. Inspection.

All products, materials, components, equipment, supplies or workmanship entering into the performance of this contract shall be as specified in the Specifications Document, free of defects, and subject to the City's inspection and testing. The City shall have the right to reject and return at Supplier's expense or to require at Supplier's expense, the correction or replacement of products, materials, components, equipment, supplies or workmanship which are defective or do not conform to the requirements of the Specification Documents.

11. Patents/Copyrights.

The Supplier agrees to indemnify, defend and hold harmless the City of Goshen from and against all demands, claims, suits, costs, expenses, damages and adjustments based on any infringement or alleged infringement of any patents or copyrights relating to the vehicle and equipment specified in this contract.

12. Ownership of Documents.

The City acknowledges the Supplier's plans, drawings, specifications, including electronic files, as instruments of professional services/work. Nevertheless, the final documents prepared under this contract shall become the property of the City upon completion of services/work and payment in full of all monies due to Supplier.

13. Independent Contractor.

Supplier shall be deemed an independent contractor operating as a separate entity from the City of Goshen. The City shall not be responsible for injury, including death, to any persons or damages to any property arising out of the acts or omissions of the Supplier and/or its agents, employees or subcontractors.

14. Nondiscrimination.

The Supplier agrees it will comply with all federal and Indiana civil rights laws, including, but not limited to Indiana Code 22-9-1-10. The Supplier, by submitting an offer, certifies and agrees that if it is the successful bidder and awarded a contract, the Supplier or any subcontractors, or any other person acting on behalf of the Supplier or subcontractor, shall not discriminate against any employee or applicant for employment to be employed in the performance of a contract with respect to the employee's hire, tenure, terms, conditions, or privileges of employment or any other matter directly or indirectly related to employment because of the

employee's or applicant's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

Indemnification.

The Supplier agrees to indemnify, defend, and hold harmless the City of Goshen, its agents, officers, and employees from any and all liability, obligations, claims, and suits, including court costs, attorneys fees, and other expenses, caused by an act or omission of the Supplier and its agents, officers, and employees or resulting from or related to the Supplier's performance or failure to perform as specified in this contract.

15. Insurance.

- A. Prior to commencing work, the Supplier shall furnish the City of Goshen a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times during the term of the contract with the City of Goshen the certificates of proof issued by the insurance carrier that such insurance is in full force and effect. The Supplier shall specifically include coverage for the City of Goshen as an additional insured for Employer's Liability General Liability and Automobile Liability.
- B. Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a material change in the policy.
- C. The Supplier shall be liable for the risk of all loss and damage to completed or partially completed work, buildings, personal property, materials, and other operations during the performance and until final completion and acceptance of this project. Partial acceptance of any payments that may be made shall not be a waiver of this condition.

16. Force Majeure.

- A. Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance under this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party and could not have been avoided by exercising reasonable diligence. Examples of force majeure are natural disasters or decrees of governmental bodies not the fault of the affected party.
- B. If either party is delayed by force majeure, the party affected shall provide written notification to the other party immediately. The party shall do everything possible to resume performance. The notification shall provide evidence of the force majeure event to the satisfaction of the other party. If the period of non-performance exceeds thirty (30) calendar days, the party whose ability to perform has not been affected may, by giving written notice, terminate the contract and the other party shall have no recourse.

17. Default.

- A. It shall be mutually agreed that if Supplier fails to provide the vehicle and equipment or comply with the provisions of this Contract or fails to fulfill any warranty, and Supplier is not able to correct the breach within fifteen (15) calendar days after the City provides written notice to Supplier of such breach, the City may provide or have provided alternative provisions to correct and/or complete the projects. Supplier shall be responsible for any and all costs that are incurred and such costs may be deducted from amounts owed to Supplier expenses to correct the breach or complete the project. If such costs exceed the amounts owed to Supplier, Supplier is liable to reimburse the City for such costs.
- B. If Supplier fails to provide the vehicle and equipment or comply with the provisions of this Contract, then Supplier may be considered in default.
- 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 provide the vehicle and equipment under the contract.
7. The contract or any right, monies or claims are assigned by Supplier without the consent of the City.

18. Termination.

A. The parties may terminate this contract under any of the following conditions:

1. The contract may be terminated in whole or in part, at any time, by mutual written consent of both parties. Supplier shall be paid for the vehicle and equipment provided and expenses reasonably incurred prior to notice of termination.
2. The City may terminate this contract, in whole or in part, in the event of default by Supplier. In such event, the City may issue a written notice of default and provide a period of time 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 purchase the vehicle and equipment or otherwise secure similar vehicle and equipment in any manner deemed proper by the City, and Supplier shall be liable to the City for any excess costs incurred. 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. Upon termination for any reason, the City shall be entitled to the use of all plans, drawings, specifications and other documents pertaining to the project prepared by Supplier under this contract.

19. Subcontracting or Assignment of Contract.

Neither party shall subcontract or assign any right or interest under the contract, including the right to payment, without having prior written approval from the other. Such approval shall not be unreasonably withheld. Any attempt by either party to subcontract or assign any portion of the contract shall not be construed to relieve that party from any responsibility to fulfill all contractual obligations.

20. Amendments.

No alteration or variation of the terms in this contract including the scope of purchase, provision of the purchase and compensation, and no alteration or variation of the conditions of this contract shall be binding unless specifically agreed to in writing by the parties. 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.

21. 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.

22. Applicable Laws.

The Supplier agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances. All contractual provisions legally required to be included are incorporated by reference.

23. 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. Any special conditions included with this solicitation which varies from these General Terms and Conditions shall have precedence.
- 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 non-prevailing party will pay all costs and expenses expended or incurred by the prevailing party, including reasonable attorney's fees.

24. Severability.

In the event that any provision of this 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.

25. Authority to Bind.

Notwithstanding anything in the contract to the contrary, the signatory for the Supplier submitting an offer represents that he or she has been duly authorized to execute these documents on behalf of the Supplier and has obtained all necessary or applicable approvals to make the offer submitted fully binding upon the Supplier when his or her signature is affixed and is not subject to further acceptance.

GENERAL INFORMATION

IN GENERAL:

The purpose of this document is to provide minimum specifications for one (1) single axle (1) 2021 or newer single axle truck with heavy duty dump body with underbody scraper that meets the needs and desires of the City of Goshen Street Department. It establishes essential criteria for the design, performance, equipment, and appearance of the vehicle. The objective is to provide a vehicle that is in accordance with nationally recognized guidelines. All Suppliers must meet all federal, state and local regulations regarding the manufacturing, licensing, and sale of vehicles within the State of Indiana.

The Supplier shall provide all labor, equipment, materials, tools, supplies, insurance, supervision, services/work and all other items necessary to provide and deliver the vehicle and equipment being purchased in "Purchase of One Single Axle Dump Truck, Solicitation No. B-2021-04" in accordance with and as described in further detail in these Specification Documents.

The City reserves the right to purchase item-by-item, by groups or all from one bidder when it may benefit by doing so. The City of Goshen reserves the right to award contracts to one or more Suppliers.

The vehicle, chassis, body, devices, accessories, and equipment to be delivered under this contract shall be standard commercial products tested and certified to meet or exceed the requirements of this specification and all applicable DOT and Federal Highway Safety regulations and standards. The vehicle shall comply with all Federal Motor Vehicle Safety Standards (FMVSS) and Federal and other state regulations applicable or specified for the year of manufacture. If any of the requirements of any of these standards or regulations are in conflict or are inconsistent, the Supplier shall design or equip the apparatus in a manner, which meets the strictest standard. The vehicle and equipment shall comply with all applicable motor vehicle laws in effect at date of contract for purchase.

Materials used in the construction shall be new and not less than the quality conforming to current engineering and manufacturing practices. Materials shall be free of defects and shall be suitable for the intended use. The Supplier may exceed any of the minimums as defined by the standards or the following specifications.

The vehicle shall be delivered with:

1. One (1) complete set of operator's manuals for truck, engine, and transmission. The manuals may be supplied to the City in an electronic format such as a CD, DVD and/or online.
2. One (1) complete set of parts and service manuals shall be provided. Manuals may be provided in electronic format.
3. A complete set of spare lube and fuel filters, as recommended by the manufacturer for the vehicle's first preventative maintenance (PM) service.
4. A complete wiring schematic of all add on light wires.
5. Instruction sheets on new EPA exhaust regeneration.
6. Set of diagnostic software for engine including interface hardware.(Example Cummins Quickserve and Insite. Both of these are required)
7. Set of diagnostic software for the electrical system including interface hardware
8. Set of diagnostic software for transmission including interface hardware
9. A certificate of origin.
10. An odometer disclosure statement.
11. A certificate of gross retail or use tax paid.

Purchaser to be identified as follows: City of Goshen, 202 S. 5th Street, Goshen, Indiana, 46528

Bid shall include provision for training of drivers and mechanics on the exhaust and regeneration system operation. Cab and chassis Supplier shall demonstrate and instruct the operations of each truck to the City's employees as selected by the City. Details shall be clearly stated and submitted with the offer.

WARRANTY:

All guarantees and warranties shall be clearly stated and submitted with the offer. Additionally, Supplier must file and shall provide the City with written evidence of extended warranty policies filed with each manufacturer.

The Supplier shall warrant all vehicles and equipment furnished under this contract to be free from defect of material and/or workmanship, and to conform strictly to the specifications, drawings, and/or samples specified or furnished. This warranty shall survive any inspection, delivery, acceptance, or payment by the City of Goshen for the vehicle and equipment furnished.

The Supplier will furnish all parts and maintenance at no charge for a period of at least two (2) years or the manufacturer's standard warranty, whichever is longer for the cab and chassis and for a period of at least two (2) years or the manufacturer's standard warranty, whichever is longer for the dump body provided that such maintenance and parts are not required because of accident, neglect, misuse, or causes other than ordinary use. The warranties shall begin on the first day the City puts the vehicle into service. Any such warranty work required due to the fault or negligence of the Supplier shall also be provided by the Supplier at no additional charge. Under this guarantee, the Supplier agrees to make good without delay and at the Supplier's own expense any failure due to faulty components, parts or construction. Prior to the expiration of the warranty period, whenever the vehicle and/or equipment are shipped for repair or replacement, the Supplier shall bear all cost of such shipment including, but not limited to, cost of packing, transportation, towing and insurance.

Supplier shall be the single source responsible for the warranty, parts and service

The full parts and service facility for service and warranty work on the dump truck shall be within a one hundred (100) mile radius of the City of Goshen, IN. Warranty period will start on the date the vehicle is put into service. Use of other than original equipment service parts shall not void the warranty.

DETAILED SPECIFICATIONS -2021 OR NEWER DUMP TRUCK

A1 CAB & CHASSIS - SINGLE AXLE

A1-1.0 FRAME

Frame is heated treated steel rated at minimum of 120,000 P.S.I.
Frame rails have an RBM rating of at least 2,500,000 in.-lbs.
Frame has a minimum 21.0 SM (Section Modulus) rating.....
Frame includes an integral front extension, and shall extend at least 18 inches to accommodate crankshaft P.T.O. pump and quick hitch. Frame is a 'single-channel' heavy-duty rail, and shall achieve strength ratings listed above..
Tow hooks mounted on front and rear of chassis.....
Sufficient ground clearance provided for mounting of body equipment and underbody snow plow.
Frame extends at least 63 inches from rear axle center to end of rail.....

A1-2.0 DIMENSIONS

Cab-to-Axle dimension is at least 96 inches from back of cab to centerline of single rear axle, to allow for proper installation of dump body, vertical exhaust stack, and other designated equipment behind cab.
Wheelbase is set by manufacturer to suit proper C/A of 96".

A1-3.0 GROSS VEHICLE WEIGHT RATING

44,000 lb. minimum G.V.W.R. rating, including tires and wheels.

A1-4.0 ENGINE

Electronic, turbocharged in-line six (6) cylinder diesel with wet sleeves.
Engine displacement is a minimum of 8.9 liters.....
Minimum 330 rated horsepower, and at least 950 ft. lbs. torque.....
Equipped with universal crankshaft adapter for P.T.O. pump.
Comply with 2021 EPA emissions certification.....
Single stage air cleaner.
Air intake shall have provision for driver to pull air from under hood in event intake is plugged with snow.....
Engine is protected by emergency shutdown system that will detect low oil pressure and high coolant temperature.
Engine block heater rated at 1,000 watts, and engine oil preheater rated at 150 watts, with weatherproof receptacle under driver's door.....
Engine oil, fuel, and coolant filters are full flow and severe duty.
Coolant system equipped with a coolant filter/conditioner, and includes ball-type shutoff valves.
Horton or equivalent on/off fan drive with driver override switch.
1,200 square inch radiator constructed of metal alloy.
Coolant rated at minus 40 degrees F.
Coolant hoses equipped with constant-tension clamps.....
Engine oil and transmission oil dipsticks, fill tube, and radiator cap are easily accessible to service personnel.....
Engine oil pan coated for corrosion protection
Engine compression brake with driver controlled switch
Magnetic drain plug in oil sump.

A1-5.0 EXHAUST SYSTEM

2021 EPA certified exhaust after treatment device, horizontally mounted under cab on passenger side, with vertically mounted exhaust stack, and with 45-degree turnout under headboard to direct exhaust away from truck.....
Stack is cab or frame mounted.....
Full-length wrap-around heat shield on both vertical stack and between cab entry steps, in order to prevent accidental contact with exhaust system.....

A1-6.0 TRANSMISSION AND EQUIPMENT

Allison 3000RDS 6-speed electronic automatic transmission or equivalent.....
Push-button type shift control mounted on dash panel.

Water-to-oil transmission auxiliary cooler mounted near or under radiator.
Transmission electronic access connector mounted under hood for the body builder's ability
to connect to ground speed sensor electronics.
Magnetic drain plug in oil pan, to prevent metal shavings from circulating in the transmission fluid.

A1-7.0 FRONT AXLE AND SUSPENSION

18,000 lb. minimum rating.
Equipped with oil wheel seals.
Dual heavy-duty power steering gearboxes, with power steering pump and oil-to-air power steering cooler. .
20,000 lb. flat leaf multi-spring suspension with bronze bushings.
Front heavy duty, double-acting shock absorbers.

A1-8.0 REAR AXLE AND EQUIPMENT

26,000 lb. minimum rating, with driver-controlled locking differential.
Differential has magnetic fill and drain plugs to capture metal shavings.
Gear ratio of 6.14 to 1.00, programmed for 65 m.p.h. maximum road speed.
Heavy-duty iron rear carrier housing with extended lube main driveline.
Rear suspension is flat leaf multi-spring, rated for 26,000 lbs.
Minimum 4,500 lb auxiliary spring for total rating of 30,500 lbs.
Suspension includes fore and aft torque control rods for stability.

A1-9.0 BRAKE SYSTEM

Dual air brake system with four-sensor/four-modulator ABS to meet FMVSS.
Air compressor has a minimum output of 16.5 c.f.m. (cubic feet/minute).
Front brakes are 16.5" x 6" double anchor cam-type, with HD shoes.
Rear brakes are 16.5" x 7", double anchor cam-type, with HD shoes.
Park brake chambers are longstroke heavy duty spring-actuated, located forward of rear axle to
provide clearance for rear-mounted equipment.
Automatic slack adjusters, front and rear.
Dust shields, front and rear.
System equipped with heated, brake line air dryer with spin-on type element.
Primary wet tank equipped with a heated, automatic moisture ejector.
All other air reservoirs equipped with drain valves and pull cables.
Air dryer and reservoir tanks provide clearance for body equipment.

A1-10.0 ELECTRICAL SYSTEM

Alternator is brushless design, mounted on a Quadra mount pad, and rated at a minimum of 160 amps.
Three battery, 12-volt system with a minimum of 2,200 cold cranking amps.
Battery box located for scraper clearance, with emergency jumpstart stud mounted near battery box.
HD starter matched to electrical system.
Master battery shutoff switch mounted in cab near driver's seat.
System's body builder interface connection box located in cab.
Transmission's electrical interface harness in cab or under hood.
Headlight system has provision for snowplow lamp electrical interface.
Six (6) additional switches, wired to 20-amp circuit breakers, mounted on dash for use by body builder
to connect to auxiliary equipment.

**VEHICLE INTERFACE JUNCTION BLOCK IN MOISTURE-PROOF BOX, MOUNTED INSIDE CAB, FOR USE
BY BODY BUILDER TO EASILY CONNECT TO ELECTRICAL SYSTEM.**

All components, whether factory OEM or locally installed, comply with I.C.C., state law and O.S.H.A. requirements.

A1-11.0 FUEL TANK AND EQUIPMENT

Aluminum fuel tank with a minimum 50-gallon capacity.
Fuel tank mounted for underbody scraper clearance, and marked "Diesel Fuel Only"

Fuel system equipped with a heated fuel/water separator, with an emergency primer system.
Insulated fuel lines.....
25" minimum ground clearance for installation of underbody scraper.

A1-12.0 TIRES AND WHEELS

Front tires - 315/80R22.5, 20-ply Continental HSU2 or equivalent.....
Rear tires - 12R22.5, 16-ply Continental HDR or equivalent.
Front wheels - 22.5" x 9.00" 10-hole, hub-piloted steel disc.....
Rear wheels - 22.5" x 8.25" 10-hole, hub-piloted steel disc.....
Front and rear iron wheel hubs with pre-set bearing assemblies.
Front and rear spare tire and wheel.

A1-13.0 CAB EXTERIOR

Manufacturer's severe-service model with forward tilting fiberglass hood and fender assembly.
2-person ventilated cab constructed of aluminum or galvanized steel.
Air-suspended for driver support and protection.
No engine tunnel extending inside cab area.
Premium thermal and noise abating insulation.....
Hood has stationary grille, to allow hood to be opened over P.T.O. pump and front plow mount
Electrically operated window regulators and door locks.
Dual, towel bar-type grab handles outside of cab with rubber inserts.
Intermittent windshield wipers with heavy-duty electric motor.
Windshield washer reservoir has a minimum 1.3 gallon capacity.
Dual, stainless steel 16.5" x 7" heated mirrors with remote control.
Convex mirrors are 8" wide, heated, and located under primary mirrors.....
Heated convex mirrors mounted on hood for additional visibility.....
Air horn with snow shield, shall not be mounted on roof.
Minimum of five (5) roof-mounted amber marker lights.
Exterior light pre-trip inspection, cycles all exterior lights except backup lights.....
Cab fenders have minimum 2" wide rubber extensions to limit overspray.
Bug screen mounted behind stationary grille.
Heavy duty channel steel front bumper.

A1-14.0 CAB INTERIOR

Manufacturer's standard trim level, with gray, charcoal, or dark brown trim.....
Heavy duty interior material.....
Driver's seat is high back, adjustable, air suspended, with dual armrests.....
Passenger seat is high back, stationary, with dual armrests.
Both seats covered in severe-service cloth material, and equipped with 3-point lap, belt/shoulder harness restraints.
Steering wheel minimum 18 inches in diameter on a tilt/telescopic column.
Cab to have overhead console standard for the manufacturer for mounting of equipment and for storage.
Storage compartment either in door panels or on back wall of cab.....
Floors have insulated, heavy-duty vinyl mats.....
Suspended brake and accelerator pedals to eliminate collection of debris, and to keep the pedal assemblies out of mud and water
Cab has door-operated center dome light, as well as reading lights located for use by both driver and passenger.
Heavy-duty heater, defroster and air conditioning system with side window demisters
12-volt power plug located in or under dash, cigar style lighter plug
AM/FM/Weather band stereo Bluetooth capable with at least two speakers.....
Cab to be equipped with at least two cupholders.
One 5 lb. fire extinguisher and three reflector triangles mounted in cab.
Clearance between seats must be at least 13 inches for equipment mounting.....
Three (3) keys supplied for unit

A1-15.0 CONTROLS AND INSTRUMENTATION

Instrumentation package includes gauges for fuel, oil pressure, tachometer, voltmeter, transmission oil temperature, coolant temperature, speedometer, air restriction, trip meter and hour meter.....
System includes primary and secondary air pressure gauges.....
Electronic, self-canceling turn signal switch with heavy-duty flasher.....
Electronic backup alarm rated at a minimum of 97 DbA.....
Cruise control switches to regulate engine idle speed for P.T.O.....

A1-16.0 PAINT

Cab - two-stage paint equivalent to Imron 6000 code L2225EB Candy Apple Red, base coat/clear coat.....
Frame, chassis components and axles painted black polyurethane paint.....
Wheels painted with white powdercoat paint process to inhibit rust.....
Bumper painted black to match frame and front hitch.....

A2 HEAVY DUTY DUMP BODY

A2-1.0 GENERAL

120" in body length.....
Side wall height of 30" and tailgate height of 36".....
84" inside width.....
7 gauge 304 #4 Stainless steel sides and total body construction except for floor.....
3/16" floor with 220 ksi high tensile strength steel Hardox 450 or equivalent.....
All welds are continuous.....
Two gussets per side to accept 2" x 8" side boards.....
Lower side rub rail has 45 degree material shedding slope.....
Rub rail drops a minimum of 3" lower than the floor to avoid road splash and to lower the body closer to the chassis tires
Fully boxed top rail.....
Horizontal boxed brace on outside of side walls full length of the bed with 45 degree sloped top edge for dirt shedding
Box formed rear corner posts with 45 degree leading edge.....
Rear corner posts of the body have three (3) OEM laser cut ovals for light placement.....
Rear corner posts of the body are completely sealed from underneath, in order to prevent snow, ice, and debris buildup
Floor understructure is a fabricated cross memberless design.....
Long Sills are fabricated from 3/16" 50 ksi typical yield strength steel.....
Long Sills contain 3/16" 100 ksi internal gussets spaced 24" on center and 3 gussets clustered at rear hinge attachment location.
Dump body has a sealed tube running from the rear of the body to the front to allow light wires to be enclosed.
Double acting tailgate - able to dump conventionally and the ability to lay flat (level with floor) with adequate length 3/8" high strength chains.....
6 panel tailgate.....
Two sets of cast banjo plates and with adequate length 3/8" high strength chains to hold tailgate in the down position
.....
Chains are encased in chain mesh material so as to not scratch the body paint.....
Air operated tailgate with air cylinder center mounted toward rear of the body.....
Latch must lock over center when tailgate is closed and maintain adjustability throughout operating life.....
Top cap of tailgate is fully boxed.....
Tailgate has two lift rings attached near top.....
3/16" Bulkhead (Head Sheet) with 220 ksi high tensile strength steel Hardox 450 or equivalent.....
3/16 Ga. high strength steel Cab Shield with minimum yield strength of 220 ksi Hardox 450 or equivalent.....
Cab Shield projects forward 37" and is full width of side walls.....
Cab Shield is attached by welding.....
Cab Shield forward projection has a 5-degree slope.....
Ladder located on dump body, on driver's side front corner.....
Minimum of two steps mounted on the inside of the dump bed front driver's corner for access from inside the body to outside.....
A grab/grip handle inside the front of body on the driver's side.....

Dump Body should have and Rohmar underbody coating applied to limit deterioration

A2-2.0 MISCELLANEOUS

Windshield Wiper vibrators installed, controlled by momentary switch mounted on dash.....
Two (2) body prop rods

A body up light mounted on the control console.....
Mud flaps on front and rear of back tires

2 shovel brackets installed on front of the body

Heavy duty electric bed vibrator

Pintle hitch installed in the center of the truck at the rear of the chassis with center height of the hitch 22" from the ground and with a weight rating of 20 tons.....

Electric trailer brake controller mounted under the dash and wired to rear of the chassis

Trailer light plug to be "bargman" type 7 pin wired standard with center plug wired hot to a 30 amp circuit

A2-3.0 HOIST

An NTEA rating of Class 60 hoist.....

Hoist rated to lift a maximum of 52,000 lbs. with 12" overhang

Hoist sub frame is ¼" and 50 ksi typical yield strength fabricated steel channel

Body obtains a 50 degree dump angle.....

A2-4.0 TARP

An electric cab operated retractable roll tarp system for covering of bed.....

Incorporates an extruded aluminum roller bar assembly with heavy duty sealed spring mounted with steel protector housing.....

Installed against the forward edge of the cab shield.....

Tarp is asphalt use type material, not mesh.....

A2-5.0 RADIO

Motorola Radio XPR4550 and a GPS antenna both installed and radio set to the same band width the Street department radios now have in use.....

Radio is wired so it powers off with ignition off.....

20 amp 2-way radio hot and ground wire ran to overhead console.....

A2-6.0 LIGHTS

All lights and reflectors meet federal requirement FMVSS No.108

All Lighting is LED type

All body wiring in a complete pre built sealed factory wiring harness.....

Harness fully wrapped to prevent damage.....

Emergency light package shall include the following 6 led amber / clear combination oval strobes located in the cab shield facing forward. 6 led amber / clear combination oval strobes located in the cab shield facing rearward.

One per side led oval amber / clear combination facing sideways and located in the side of the cab shield.

One per side led oval amber combination facing sideways located in the bottom lower body post midway between the front and rear of the dump body. All oval strobes shall be Soundoff enfswr3f

Two (2) all weather, LED heated plow/ turn lights with high / low beam, mounted on top of plow hitch.

A pair of high intensity amber storm lights shall be mounted under the plow lights for use in fog and white-out conditions.....

Plow lights are in rubber or plastic housing and body builder shall provide and install lights that are currently in use by the City Plow lights shall be heated.....

Two (2) led chassis type stop tail turn lights installed on the chassis at the rear of the frame rails.....

Underbody light mounted on the passenger side of the unit to allow the operator to see the underbody during night time usage.....

Body equipped with all necessary lights and reflectors to meet state and ICC specifications.....

Oblong type lights installed in rear corner post of body (body shall not to be widened for lights).

Strobe top lights, one per side.....

2nd light from top is stop tail turn, and 3rd from top is reverse

All lights are tied into the body junction box controlled by the chassis provided dash mounted switches.

NOTE: The City is not purchasing a Spreader with this unit but the bidder shall provide body mounted spreader hooks so the Cities existing spreaders will be chained to. Bidder shall also provide and install quick attach light plus so that all existing spreader lights (flood / strobe etc.) may be hooked to new unit. The strobe on the spreader shall be wired so that when the chassis strobes are activated the spreader strobe shall also be on. It will be the bidders obligation to insure both tie downs and light plugs are compatible with the Cities spreaders.

A Power Distribution Panel to separate the body lighting and chassis lighting that includes:
All add on body outfitter wiring runs from a power distribution panel.....
Panel is powder coated steel that serves as a mounting base with a clear cover retained by thumb screws
Mounted to the base is a minimum 12 position fuse block accepting ATO type blade fuses, a 12 position
ground buss, a continuous duty 100 amp solenoid to charge the fuse block and a 24 position terminal strip
to secure wiring with ring terminals.....

A2-7.0 UNDERBODY SCRAPER

Heavy duty scraper for year round use
Capable of handling snow pack, ice, and a higher volume of snow at various speeds in the winter season
Capable of gravel road maintenance and shoulder maintenance throughout the year.
Underbody Scraper unit is Monroe MS4510 heavy duty or equivalent
Moldboard: 1" thick x 20" height x 10' length moldboard, heat treated carbon steel
Integral pressed in lower offset where the cutting edge bolts to moldboard with a 1/2" x 6" double beveled
cutting edge with standard highway punch.....
Down pressure by-pass relief on scraper set at 500 psi.:.....
All pivot or moving points have grease zerks for lubricating such points.....
Underbody Circle: 1" solid one-piece circle
45 degree rotation with infinite plowing positions; no notches
Reinforced with 3/4" x 3" and 1" x 3" bar stock
Circle shall not exceed 52" diameter
Circle cut outs for angle cylinder pin bosses must be as small as possible.....
5" ID x 6.5" OD hardened center bushing
Center Pin: Heavy duty, 5" diameter, hardened center pin, zinc coated
Greaseable with 3 port grease journal and 5/16" wide x 3/16" deep grease groove around pin

Center pin is piloted into Hanger board
Circle clamps: 20.5" long x 7" deep x 1" thick.....
Shaped to follow the contour of the circle.....
3/8" UHMW wear pads
Entire clamps must remain fully on the circle throughout the entire rotation of the scraper.....
Reversing Cylinders and Hardware:
Two 4" x 12" double acting cylinders 1/2" #8 SAE ports
2" diameter Socatri 1000 cylinder rods
Poly-Pack seals and cast steel heads
3" OD x 2" ID cylinder pivot mounts.....
2" diameter hardened pivot pins, zinc coated with spiraled grease groove around full pin.....
30 gpm pressure adjustable cross over relief valve.....
Hangerboard designed and engineered for optimum strength and durability.....
Poly-Pack seals and cast steel heads
3" OD x 2" ID cylinder pivot mounts.....
2" diameter hardened pivot pins, zinc coated with spiraled grease groove around full pin.....
30 gpm pressure adjustable cross over relief valve.....
1/2" formed plate upper with 5" diameter center pin pilot hole.....
1/2" formed lower plate for 1" thickness full width of hangerboard
3.25" x .344" mechanical tube outer hinge tubes.....
3/4" thick trunion arms

Outer trunion arms bolted to hangerboard.....

Hinge: 2.5" diameter x 96" long solid shaft.....

Four grease points.....

Three hinges bolted to moldboard.....

All hinges 3.25" OD with .344" wall thickness mechanical tube.....

Outer hinges 6" long with 1/2" wrap around gussets.....

Center hinge 10.75" with two 1/2" wrap around gussets.....

Center hinge thrust plates to prevent side shifting of moldboard and hinge tube contact.....

Actuating Cylinders:

Two 3.5" x 10" double acting cylinders with 2" Socatri 1000 piston rods.....

Poly Pack seals and cast heads.....

1/2" hydraulic hoses and pipes with poly clamps externally mounted for easy access

Shocks & Housings:

Scarper cushioned by two heavy duty spring housings.....

Two 1/2" thick flange retaining plates held by four 5/8" bolts with prevailing lock nuts.....

Housings slotted to relieve contaminants.....

Greasable trunion mount bushings 2.75" OD x .344" wall mechanical tube.....

Trunion mount pins 2" solid rod, bolt in removable design

Mounting Plates: 3/4" thick plate steel construction.....

Attached to truck using 3/4" grade 8 bolts, SAE washers and prevailing lock nuts.....

All hardware and fasteners electronically plated for corrosion resistance.....

Paint: Shot-blasted, washed and powder coat paint TGIC polyester black.....

All parts are powder coated prior to assembly of scraper

A2-8.0 HYDRAULICS

Central hydraulic system pump size shall be minimum 74 cc/rev.....

Hydraulic pump is front mounted off the front crank shaft.....

Hydraulic pump is variable displacement piston pump with load sensing control.....

Pump has a shutdown circuit energized by a tank mounted float to shut off pump flow in the event of a low oil condition.....

Shutdown system has a cab mounted system over ride switch.....

Hydraulic Valve; The hydraulic valve shall be electric and will feature individual pressure and flow compensation for each section. The valve will be rated for a nominal flow of 30 gpm. Sections for the hoist, scraper, scraper swing, plow and plow angle will be shifted via proportional solenoid control.

The load sensing shuttle network will be internal and include derlin seats for long term reliability and ease of replacement.

Sections will be provided for:

Dump Hoist	Double Acting with down relief.....
Scraper	Double acting up and down with port reliefs.....
Scraper Swing	Double acting with port reliefs.....
Front Plow	Double acting lift with work reliefs on down side.....
Front Plow	Double acting angle.....
Spinner	Single acting.....
Feeder	Single acting.....

The electronic spreader control shall be in an integrated platform with 3 joystick dual axis controls.

Hoist and plow sections will include a manual handle override. Spreader sections will include a push pin manual override.....

The hydraulic valve will include a main relief. The Hydraulic valve will be a Sauer-Danfoss model PVG-32.....

Hydraulic valve shall be mounted in weather-tight enclosure.....

Enclosure shall be fabricated from 7gauge stainless steel.....

Slim Line behind cab hydraulic tank:

Hydraulic tank a minimum 40gallon capacity

Minimum 7-gauge steel baffled with an in-tank filter.....

Tank has a breather cap with clean out port and screened inlet

Tank is maximum 10" wide.....

Tank has a shutoff valve.....

Tank is properly mounted directly behind chassis, between dump body and truck chassis cab to save frame space

Reservoir features a weather proof mounting location for the hydraulic valve.....

All plumbing for the hydraulic valve inside the enclosure is SAE rated steel tubing and terminate on the front of the reservoir with ITC bulkhead connectors.

Reservoir includes a sight/temp gauge, a suction strainer and a magnetic drain plug.....

Reservoir top includes a 90-gpm-cartridge style return filter with 10-micron element and 25 psi bypass.

One spare element shall be furnished with the truck at the time of delivery.....

Reservoir has a float assembly wired to a light in the console to notify the operator of a low oil condition

Initial fill of AW-32 oil includes antifoam and anti wear package

Hydraulic system is plumbed to SAE standards with no black pipe or iron pipe connections or components...

NPT connections are allowed at reservoir provided they are dry seal type and sealed with liquid sealant.

Pressure lines are SAE100-R16

Return lines are SAE100-R1.....

Suction line is SAE100-R4

Stainless steel hydraulic lines for both pressure and return mounted under body on chassis frame

Hydraulic lines are connected via short jumper hoses

Stainless hydraulic couplers are used for plow underbody dump bed, etc.....

A quick coupler station is mounted on the front bumper and includes a quick coupler release valve model number SG-04090414.....

Operator is able to push plunger to release hydraulic pressure in the hose without having to remove hoses to release pressure.....

Electronic Spreader Control:

Uses PWM technology to control variable feed and spread widths.....

Feed rate accommodates 9 different settings while spread width knob also accommodates 9 different settings

Control head has a power switch with indicator lamp to provide status on the operation of the Storm Guard model

Freedom 2.1 controller or equivalent.....

Spreader control has ability to be touch screen with usb data download

TEP wiring harness

Screw on cap and plug set for motor sensor connection.....

Detailed operators manual

Calibration manual

Wiring diagrams

One hour operator training and 2 hour mechanic's training at City's Central Garage upon delivery

On-site calibration assistance by manufacturer's representativecontroller to inside dash in a location approved by City.

There shall be a truck mounted plow hitch installed on the front of the chassis.....

The hitch shall be a pin loop design and shall be compatible with the style of plows the City is currently using.

Installation shall be in an approved manner by the City.

EXCEPTIONS

Please indicate below whether any exceptions are being taken to the City of Goshen's specifications as written. Exceptions to the City of Goshen's specifications must be equal or better than those specified as determined by the City of Goshen, and Suppliers deviating from specified items should provide a listing of all areas in which its product deviates and fully explain and justify this substitution.

Supplier Name: _____

NO, this offer does not take any exception to the City of Goshen's specification, and the contract offer is in strict compliance with the specifications.

YES, this offer takes an exception or exceptions to the City of Goshen's specifications which is/are detailed more fully below.

BUSINESS CERTIFICATION

SUPPLIER NAME

PLEASE CHECK ONE OF THE FOLLOWING:

- The Supplier is a sole proprietor.
- The Supplier is a partnership.
- The Supplier is a corporation organized under the laws of the State of Indiana.
- The Supplier is a foreign corporation organized under the laws of the State of _____, and became registered with the Indiana Secretary of State to do business in Indiana on (insert date of registration): _____.
- The Supplier is a foreign corporation organized under the laws of the State of _____, and has submitted its application (or agrees to submit an application) to become registered with the Indiana Secretary of State to do business in Indiana on (insert date of application): _____.

Indiana Code 5-22-16-4 requires that all foreign (out-of-state) corporations must be registered with the Indiana Secretary of State in order to do business in the State of Indiana. This requirement applies only to out-of-state corporations and not to any other business entity.

A foreign corporation not currently registered with the Secretary of State's office must agree to become registered as a contingency of being awarded a contract. Failure to register with the Secretary of State's office may result in a determination of your corporation as non-responsible and a contract awarded to your corporation may be canceled.

This requirement to register is based on Indiana government procurement law, not corporate law. It is applicable to all corporations regardless of their size, number of shareholders, Sub-chapter S status or whether the corporation is doing business in Indiana.

Information concerning registration with the Secretary of State may be obtained by contacting the Indiana Secretary of State, Corporation Section, 302 W. Washington Street, Rm. E018, Indianapolis, Indiana 46204 (317) 232-6576.

NON-COLLUSION AFFIDAVIT

STATE OF: _____)
) SS:
COUNTY OF: _____)

The undersigned, being duly affirmed under oath says, that he or she is the duly authorized agent of the contracting party, that he or she has not, nor has any other member, employee, representative, agent or officer of contracting party represented by him or her, directly or indirectly, entered into or offered to enter into any combination or agreement relative to the price to be offered by a person, to prevent a person from making an offer, or to induce a person to refrain from making an offer, and that the contracting party's offer is made without reference to any other offer. The above statement is true and made under the penalties of perjury.

Supplier
Signature
Printed Name
Title

Before me, a Notary Public in and for said County and State personally appeared _____,
who acknowledged the truth of the statements in the foregoing affidavit on this ____ day of _____, 20__.

Signature of Notary Public
Printed or Typed Name of Notary Public
Commission Expiration Date
County of Residence

EXHIBIT A – Sample Contract

The following pages are a sample of a contract format that the City has used in past projects. The City and the successful bidder will negotiate a contract incorporating the City's specifications and addressing other legal issues beyond the specifications.

CONTRACT

Purchase of One (1) Single Axle Dump Truck

Solicitation No. B: 2021-04

THIS CONTRACT is made and entered into on this ____ day of _____, 2021, by and between the City of Goshen by its Board of Public Works and Safety, hereinafter referred to as "City," and _____, hereinafter referred to as "Supplier."

WITNESSETH, that the City and the Supplier mutually agree as follows:

SCOPE OF SERVICES

The Supplier shall provide all labor, equipment, materials, tools, supplies, insurance, supervision, work and all other items necessary to perform and complete in a workmanlike manner the "Purchase of One (1) single axle Dump Truck, Solicitation No. B: 2021-04 " project in accordance with and as described in further detail in the Specification Documents attached to this contract. The scope of work shall include describe purchase

In the event of a conflict between a provision in the Specification Documents and the Supplier's bid, the Specification Documents shall control unless specifically modified by this contract.

In the event of a conflict between a provision in this contract and a provision in a document or in the Specification Documents, the provision in this contract shall control

In construing the intent and meaning of the terms and conditions of this contract, the following information and items shall be considered:

1. Supplier's Itemized Bid;
2. Non Collusion Affidavit;
3. Any addenda or changes to the contract documents and specifications, including properly approved change orders; and
4. Notice to proceed

Supplier shall obtain and maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety and environmental statutes, rules or regulations in the performance of the work for the City.

DELIVERY

The vehicle and equipment to be purchased for this project shall be delivered delivery as per specs for purchase.

Supplier shall obtain and maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety and environmental statutes, rules or regulations in the performance of the work for the City.

COMPENSATION, BASIS AND METHOD OF PAYMENT

The City agrees to compensate Supplier for the vehicle and equipment provided in this contract in accordance with Supplier's itemized bid as shown in the table below for the amount of dollars in words (\$numeric).

All payment obligations are subject to the appropriation and encumbrance of monies and shall be made in arrears unless specifically stated otherwise in this solicitation. Payment to the Supplier for the purchase under this contract shall be made upon completion and acceptance of the delivery. The Supplier shall submit a detailed invoice based on established contract price to City of Goshen for payment. Supplier is required to have a current W9 Form on file with the City before the City will issue any payment. Payment will be made within forty-five (45) calendar days of the receipt of a detailed invoice, provided all invoiced items are received and satisfactory performance of the Supplier has been attained. Payment is deemed to be made on the date of mailing the check.

LIQUIDATED DAMAGES

It is agreed by the parties that time is of essence and in the event completion and delivery of the vehicle and equipment is not made within the time set forth in this solicitation, damage will be sustained by the City. The parties further agree that it is and will be impractical and extremely difficult to ascertain and determine the actual damage which the City will sustain in the event of and by reason of such delay. Therefore, it is agreed that the Supplier shall pay to the City of Goshen, as fixed and liquidated damages, and not as a penalty, One Hundred Dollars (\$100.00) per calendar day for each and every calendar days delay in making delivery in excess of the time specified. It is further agreed that in the event such damages are sustained by the City, the City may deduct the amount of the liquidated damages from any moneys due or that may become due to the Supplier under this contract.

INDEPENDENT CONTRACTOR STATUS

Supplier shall be deemed an independent contractor operating as a separate entity from the City of Goshen. The City shall not be responsible for injury, including death, to any persons or damages to any property arising out of the acts or omissions of the Supplier or its agents, employees, or subcontractors of the Supplier.

NON-DISCRIMINATION

The Supplier agrees that it will comply with all federal and Indiana civil rights laws, including, but not limited to Indiana Code 22-9-1-10. The Supplier agrees the Supplier or any subcontractors, or any other person acting on behalf of the Supplier or their subcontractor, shall not discriminate against any employee or applicant for employment to be employed in the performance of a contract with respect to the employee's hire, tenure, terms, conditions, or privileges of employment or any other matter directly or indirectly related to employment because of the employee's or applicant's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

INDEMNIFICATION

The Supplier agrees to indemnify, defend, and hold harmless the City of Goshen, its agents, officers, and employees from any and all liability, obligations, claims, and suits, including court costs, attorneys' fees, and other expenses, caused by an act or omission of the Supplier and its agents, officers, and employees or resulting from or related to the Supplier's performance or failure to perform as specified in this contract.

FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance under this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party and

could not have been avoided by exercising reasonable diligence such as natural disaster or decrees of governmental bodies not the fault of the affected party.

If either party is delayed by force majeure, the party affected shall provide written notification to the other party immediately, but shall do everything possible to resume performance. The notification shall provide evidence of the force majeure event to the satisfaction of the other party. If the period of non-performance exceeds thirty (30) calendar days, the party whose ability to perform has not been affected may, by giving written notice, terminate the contract and the other party shall have no recourse.

DEFAULT

It shall be mutually agreed that if Supplier fails to provide the vehicle and equipment or comply with the provisions of this Contract or fails to fulfill any warranty, and Supplier is not able to correct the breach within fifteen (15) calendar days after the City provides written notice to Supplier of such breach, the City may provide or have provided alternative provisions to correct and/or complete the projects. Supplier shall be responsible for any and all costs that are incurred and such costs may be deducted from amounts owed to Supplier expenses to correct the breach or complete the project. If such costs exceed the amounts owed to Supplier, Supplier is liable to reimburse the City for such costs.

If Supplier fails to provide the vehicle and equipment or comply with the provisions of this Contract, then Supplier may be considered in default.

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 provide the vehicle and equipment under the contract.
- (7) The contract or any right, monies or claims are assigned by Supplier without the consent of the City.

TERMINATION

The parties may terminate this contract under any of the following conditions:

- (1) The contract may be terminated in whole or in part, at any time, by mutual written consent of both parties. Supplier shall be paid for the vehicle and equipment provided and expenses reasonably incurred prior to notice of termination.
- (2) The City may terminate this contract, in whole or in part, in the event of default by Supplier. In such event, the City may issue a written notice of default and provide a period of time 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 purchase the vehicle and equipment or otherwise secure similar vehicle and equipment in any manner deemed proper by the City, and Supplier shall be liable to the City for any excess costs incurred.
- (3) 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.

Upon termination for any reason, the City shall be entitled to the use of all plans, drawings, specifications and other documents pertaining to the project prepared by Supplier under this contract.

SUBCONTRACTING OR ASSIGNMENT OF CONTRACT

Neither party shall subcontract or assign any right or interest under the contract, including the right to payment, without having prior written approval from the other. Such approval shall not be unreasonably withheld. Any attempt by either party to subcontract or assign any portion of the contract shall not be construed to relieve that party from any responsibility to fulfill all contractual obligations.

AMENDMENTS

It is mutually understood and agreed that no alteration or variation of the terms in this contract including the scope of purchase, provision of the purchase and compensation, and that no alteration or variation of the conditions of this contract shall be binding unless specifically agreed to in writing by the parties. 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.

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.

NOTICES

All written notices, properly addressed and sent by U.S. mail or delivered personally to the address provided below shall constitute sufficient notice whenever written notice is required for any purpose in this contract. Notice will be considered given three (3) days after the notice is deposited in the U.S. mail or when received at the appropriate address.

Address for notices to the City:

City of Goshen
Attention: Legal Department
204 East Jefferson St.
Goshen, IN 46528

Address for notices to **Supplier's name**

Supplier's name
Individual's name
Address
Address

APPLICABLE LAWS

The Supplier agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances. All contractual provisions legally required to be included are incorporated by reference.

MISCELLANEOUS

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.

In the event of a conflict between these contract documents and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern. Any special conditions included with this Contract which varies from these General Terms and Conditions shall have precedence.

This contract 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.

In the event legal action is brought to enforce or interpret the terms and conditions of this contract, the non-prevailing party will pay all costs and expenses expended or incurred by the prevailing party including reasonable attorney's fees.

NO INVESTMENT IN IRAN

Pursuant to IC 5-22-16.5, Supplier hereby certifies they do NOT provide \$20 million dollars or more in goods or services to the energy sector of Iran. Supplier also certifies it is not a financial institution that extends \$20 million dollars or more in credit that will provide goods or services to the energy sector of Iran or extends \$20 million dollars or more in credit to a person identified on the list as a person engaging in investment activities in Iran.

CONTRACTING WITH RELATIVES

Pursuant to IC 36-1-21, Supplier who is an individual who is a relative of an elected official of the City of Goshen or a business entity that is wholly or partially owned by a relative of an elected official of the City of Goshen hereby certifies that they have notified in writing both the elected official of the City of Goshen and the City's legal department prior to entering into this contract.

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.

AUTHORITY TO BIND SUPPLIER

Notwithstanding anything in the contract to the contrary, the signatory for the company/business represents that he or she has been duly authorized to execute contracts on behalf of the company/business and has obtained all necessary or applicable approvals to make this contract fully binding upon the company/business when his or her signature is affixed and is not subject to further acceptance

BINDING EFFECT

All provisions, covenants, terms and conditions of the contract apply to bind the parties and their legal heirs, representatives, successors and assigns.

ENTIRE AGREEMENT

This contract constitutes the entire agreement between the parties and supersedes all other agreements or understandings between City and Supplier.

In witness whereof, the parties have executed this Agreement as set forth below.

City of Goshen
Board of Public Works and Safety

Supplier's name

Jeremy P. Stutsman, Mayor

Name, Title

Date: _____

Michael Landis, Member

Mary Nichols, Member

Date: _____