

CITY OF GOSHEN, INDIANA
SPECIFICATIONS AND CONTRACT DOCUMENTS



FOR
PUBLIC RECYCLING DROP-OFF SITE SERVICES
DATE ISSUED: JANUARY 25, 2023
BIDS DUE: FEBRUARY 13, 2023

NOTICE TO BIDDERS
CITY OF GOSHEN, INDIANA
PUBLIC RECYCLING DROP-OFF SITE SERVICES

The City of Goshen, Indiana is soliciting sealed proposals for the collection, transport, and processing of recyclable materials from the City's public recycling drop-off site. Services include the supply and maintenance of collection containers. Services to be provided shall begin April 1, 2023 and continue through December 31, 2027.

Specifications and Contract Documents may be obtained from the Goshen Clerk-Treasurer's Office at 202 South Fifth Street, Goshen, IN 46528 or the City of Goshen's current Bidding Opportunities portal 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 submitted for this solicitation.

A sealed proposal must be received by the Goshen Clerk-Treasurer's Office at 202 South Fifth Street, Goshen, IN 46528 by 1:45 p.m. (local time) on February 13, 2023. All proposals received will be taken to the February 13, 2023 Goshen Board of Public Works and Safety meeting at 2:00 p.m. to be publicly opened and read aloud. The Board meeting will be held in the City Court Room/Council Chambers at the Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana.

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. **General 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” refers to the person or other legal entity that is awarded and enters into a contract with the City of Goshen for the Services.
 - (D) The term “Services” refers to the work as specified and to be performed by the Contractor.
 - (E) The term “Specifications and Contract Documents” includes all documents for the Services, including the notice to bidders, instructions, addenda, detailed specifications, plans, drawings, maps, and the contractual terms and conditions.
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 to fully inform themselves with the limitations and conditions under which the Services are to be provided.
 - (B) The bidder shall fully inform themselves with the limitations and conditions under which the Services are to be provided, and all other relevant matters that may affect the cost, progress, delivery, and/or performance of the Services, 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.
 - (C) 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
Fax: 574-533-8626
Email: Legal@goshencity.com
 - (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. Oral and other interpretations or clarifications will be without legal effect.
 - (C) Addenda issued will be posted on the City of Goshen’s current Bidding Opportunities portal at <https://goshenindiana.org/bidding-opportunities>. City will also fax 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.

- (D) It shall be the responsibility of the bidder to check the City of Goshen's current Bidding Opportunities portal (see paragraph (C)) for any addenda issued to confirm that the bidder has received all addenda. Each bidder will 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.** The Services and/or methods described in the detailed specifications attached as Exhibit A to these Specifications and Contract Documents are intended to describe the quality of the work to be performed to meet the needs of the City and are not intended to limit competition.
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). 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. **Qualifications.**
- (A) A bidder submitting a proposal for these Services shall be limited to a person or other legal entity actively engaged in the type of work comparable to what is described in these Specifications and Contract Documents.
- (B) A bidder must demonstrate their qualifications and suitability to carry out the terms of the contract, and must have in their possession or available to them by formal agreement all labor, equipment, supplies and operational facilities which are necessary to perform the Services as described in the Specifications and Contract Documents. City reserves the right to request additional proof of these qualifications, and reserves the right to reject any proposal where an investigation of the evidence or information submitted by a bidder does not satisfy City that the bidder is qualified to properly carry out and perform the Services as required by the Specifications and Contract Documents.
- (C) A bidder shall submit with its proposal evidence that it has been in existence as an ongoing business in providing similar Services for a period of at least two (2) years within the last five (5) years.
- (D) A bidder shall provide a minimum of three (3) references of other communities for which the bidder is currently providing or has provided similar Services within the last five (5) years. For each reference, the bidder shall include:
- (1) Name of the community and description of services provided.
 - (2) Number of years of services provided, including year in which services began; and
 - (3) Contact person, including name, title, and phone number.
- (E) A bidder shall submit with its proposal a financial statement, a statement of experience, a proposed plan or plans for performing the work under the contract, and the equipment that the bidder has available for the performance of the work. A bidder shall complete the Indiana State Board of Accounts Form No. 96. For the purposes of this proposal, the terms "public works project" and "construction" on Form No. 96 shall be interpreted to mean the Services described in the Specifications and Contract Documents.

9. **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.

10. **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 a business entity that is wholly or partially owned by a relative of a City of Goshen elected official.

11. **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.

12. **Basis of Proposals; Additional Information.**

- (A) Proposals for services are requested based on a fixed monthly cost to provide Services to the Site. The fixed monthly cost shall be the same for the calendar year.
- (B) The cost shall cover and include all costs necessary to provide for all supervision, labor, materials, equipment, services, permits and other items necessary to provide the Services in accordance with these Specifications and Contract Documents.
- (C) Proposals may be held for a period not-to-exceed sixty (60) days from the date of the proposal opening for the purpose of reviewing the proposals received prior to awarding the bid and contract.
(Due to the April 1, 2023 date to begin Services, it is the City's intention to review the proposals received and submit a recommendation to the Board for the award of the bid and contract within two weeks.)
- (D) The City of Goshen is exempt from federal excise and state sales taxes. The cost shall not include any tax for which the City is exempt.

13. **Bid Security.** A bidder IS NOT required to submit a bid security with their proposal for this solicitation.

14. **Non-Collusion Affidavit.**

- (A) The bidder shall submit with their proposal a signed non-collusion affidavit 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 affidavit is false, City shall declare the contract forfeited and award a new contract.
- (C) The non-collusion affidavit is included on Form No. 96.

15. **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. Proposals shall be typed or legibly printed in ink, and the Contractor's Proposal form must be signed by an authorized representative of the bidder. 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 person signing the proposal.
- (C) A Contractor's Proposal form must be signed by the person(s) legally authorized to bind the bidder to a contract.
- (D) The Contractor's Proposal form shall be located at the beginning (first page) of their bid submission.
- (E) A proposal shall be submitted in a sealed envelope. The envelope must be labeled with the following information:
 - (1) Bidder's name and address;
 - (2) The solicitation title/name as set forth in the Notice to Bidders; and
 - (3) Date of the proposal opening as indicated in the Notice to Bidders.
- (F) If a proposal is sent through the mail or other delivery system, the sealed envelope should be enclosed in a separate envelope with the notation "PROPOSAL ENCLOSED" on the face of the outer envelope.
- (G) 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.
- (H) A proposal shall be filed with the Goshen Clerk-Treasurer's Office at 202 South Fifth Street, Goshen, IN 46528 by the date and time as indicated in the Notice to Bidders.
- (I) A proposal submitted orally, by telephone, fax or email will NOT be considered.
- (J) 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.
- (K) All proposals submitted become the property of the City of Goshen and are a matter of public record.

16. **Withdrawal or Modification of Proposal.**

- (A) Any 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 person(s) who signed the original proposal submitted.
- (C) No proposal may be modified or withdrawn after the opening of the proposals.

17. **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.

18. **Opening of Proposals.** The proposals received will be opened in public by the Goshen Board of Public Works and Safety at the time and place as set forth in the Notice to Bidders. The reading of the proposals received, however, does not determine the award of the contract.
19. **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 perform the Services specified; the integrity, character, and reputation of the bidder; and the competency and experience of the bidder.
 - (5) The bidder's cost to perform the Services.
 - (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.

The following sample 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
CONTRACT FOR PUBLIC RECYCLING DROP-OFF SITE SERVICES

THIS CONTRACT ("Contract") is entered into on _____, 2023, which is the date of the last signature set forth on the signature page, by and between **Contractor Name** ("Contractor"), 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 agreement, 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 PUBLIC RECYCLING DROP-OFF SITE SERVICES, including the collection, transport, and processing of recyclable materials from the City's public recycling drop-off site. Services include the supply and maintenance of collection containers.
 - (2) Contractor's Proposal as submitted to City, including all submittals and attachments prepared by Contractor.
 - (3) Amendments that may be subsequently executed by City and Contractor.
 - (4) Contractor's certificate of insurance.
- (B) The above documents are specifically incorporated into this Contract by reference.
- (C) 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. Scope of Services.

- (A) Contractor shall provide all Services for the collection, transport and processing of recyclable materials from the City's public recycling drop-off site as described in further detail in Exhibit A, Detailed Specifications, attached hereto and fully incorporated into this Contract. Services shall include the supply and maintenance of collection containers.
- (B) Contractor shall provide all supervision, labor, materials, equipment, services, permits and other items necessary to provide the Services in accordance with this Contract.

3. Effective Date; Term.

- (A) The Contract shall become effective on the day of execution and approval by the Goshen Board of Public Works and Safety and Contractor.

- (B) Contractor shall begin providing Services under this Contract on April 1, 2023. The initial term of the Contract shall remain in full force and effect to and including December 31, 2027, unless otherwise terminated by either party in accordance with the terms and conditions of the Contract.
- (C) Upon written approval of the parties, the Contract may be extended under the same terms and conditions up to nineteen (19) additional months. Either party shall provide the other party notice in writing by July 31, 2027 of its intent or desire to extend the Contract.

4. **Compensation; Payment.**

- (A) City shall pay Contractor on a monthly basis for the performance of the Services under this Contract based on the following costs:
- (B) Upon receipt of a detailed invoice, City shall pay Contractor for Services satisfactorily performed the previous calendar month in accordance with the Specifications and Contract Documents.
- (C) Contractor shall submit invoices and reports to City at the following address, or at such other address as City may designate in writing.

City of Goshen
c/o Clerk-Treasurer's Office
202 South Fifth Street, Suite 2
Goshen, IN 46528
- (D) Provided there is no dispute on amounts due, payment will be made to Contractor within forty-five (45) days following City's receipt of the 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.
- (E) Contractor is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment to Contractor.

5. **Independent Contractor.**

- (A) Contractor shall operate as a separate entity and independent contractor of the City of Goshen. Any employees, agents or subcontractors of Contractor shall be under the sole and exclusive direction and control of Contractor and shall not be considered employees, agents or subcontractors of City. 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 Contractor and/or Contractor's employees, agents or subcontractors.
- (B) Contractor understands that City will not carry worker's compensation or any other insurance on Contractor and/or Contractor's employees or subcontractors. Contractor is solely responsible for compliance with all federal, state and local laws regarding reporting of compensation earned and payment of taxes. City will not withhold federal, state or local income taxes or any other payroll taxes.

6. **Non-Discrimination.** In accordance with Indiana Code § 22-9-1-10, a contractor in any contractor tier shall not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to the employee or applicant's hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee 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.

7. **Employment Eligibility Verification.**

- (A) In accordance with Indiana Code § 22-5-1.7 et seq., Contractor shall enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program as defined in Indiana Code § 22-5-1.7-3. Contractor is not required to participate in the E-Verify

program should the program cease to exist. Contractor is not required to participate in the E-Verify program if Contractor is self-employed and does not employ any employees.

- (B) Contractor shall not knowingly employ or contract with an unauthorized alien, and Contractor shall not retain an employee or continue to contract with a person that Contractor subsequently learns is an unauthorized alien. By execution of the Contract, Contractor affirms that Contractor does not knowingly employ an unauthorized alien.
- (C) Contractor shall require their subcontractors, who perform work under this Contract, to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.
- (D) City may terminate the Contract if Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by City of a breach.

8. Indemnification.

- (A) Contractor shall indemnify and hold harmless the City of Goshen and City's agents, officers, and employees from and against any and all liability, obligations, claims, actions, causes of action, judgments, liens, damages, penalties, injuries, or accidental deaths caused by any intentional, reckless, or negligent act or omission by Contractor or any of Contractor's agents, officers, and employees during the performance of this Contract. Such indemnity shall include reasonable attorney's fees and other expenses incurred by City, and shall not be limited by reason of insurance coverage required by this Contract.
- (B) Contractor shall be responsible for all injuries to persons and for all damages to property of City or others caused by or resulting from the negligence of Contractor or any of Contractor's agents, officers, and employees during the performance of Services under this Contract.

9. Insurance.

- (A) Prior to commencing work, Contractor shall furnish City 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 City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect. Contractor 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) Contractor shall at least include the following types of insurance with the following minimum limits of liability:
 - (1) Workers Compensation and Employer's Liability - Statutory Limits
 - (2) General Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and \$2,000,000 aggregate
 - (3) Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
 - (4) Excess Umbrella Coverage - \$1,000,000 each occurrence

10. 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 notice to the other party immediately. The notice shall provide evidence of the force majeure event to the satisfaction of the other party. The party shall do everything possible to resume performance. If the period of non-performance exceeds fifteen (15) 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.

11. **Default.**

- (A) It shall be mutually agreed that if Contractor fails to perform the Services in accordance with the Specifications and Contract Documents for a period of at least seven (7) days, except under conditions of force majeure, Contractor may be considered in default.
- (B) Contractor may also be considered in default by the City if any of the following occur:
 - (1) There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this Contract.
 - (2) Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
 - (3) Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the Contract.
 - (4) Contractor 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 Contractor or any of Contractor's property.
 - (6) Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the work described under these Specifications and Contractor Documents.
 - (7) The Contract is subcontracted by Contractor without the consent of City.
 - (8) The Contract or any right, monies or claims are assigned by Contractor 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 Contractor. In such event, City may issue a written notice of default and provide a period of time that shall not be less than seven (7) calendar days in which Contractor 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.
- (C) In the event of default and failure of Contractor to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar work in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred. If such provisions are made by City, Contractor shall be responsible for any and all cost incurred by City, and such amounts shall be deducted from amounts City may owe Contractor. If the costs exceed the amounts owed to Contractor, Contractor is liable to reimburse City for any such costs.
- (D) Notwithstanding all other terms and conditions, the Contract is subject to the appropriation of funds by the Goshen Common Council. City administration covenants to include funds for the Contract

in its annual budget proposals during the term of the Contract and to use its best efforts to secure approval by the Common Council. In the event that funds are not appropriated or otherwise available to support the continuation of performance of this contract, the same shall terminate without penalty.

- (E) Upon termination, Contractor shall be compensated for Services rendered prior to the effective date of termination, subject to any reimbursements due to City by reason of default.
- (F) 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.**

- (A) 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.
- (B) For the purposes of this Contract, the Contractor's selection of a recyclable materials processing facility does not require the written approval from City.

14. **Amendments.** Any modification or amendment to the terms and conditions of the Contract, including a change order, 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.**

- (A) 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.
- (B) Contractor agrees to obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental rules or regulations in the performance of the Services. Failure to do so may be deemed a material breach of Contract.

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

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

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

Contractor Name

Jeremy P. Stutsman, Mayor

Date: _____

Printed: _____

Title: _____

Date: _____

EXHIBIT A

CITY OF GOSHEN, INDIANA PUBLIC RECYCLING DROP-OFF SITE SERVICES DETAILED SPECIFICATIONS

1. **Background.**

- (A) City of Goshen has developed a new public recycling center drop-off site (hereinafter the "Site") located on North Indiana Avenue south of West Wilden Avenue and north of the railroad. The approved site plan for the Site is attached as Exhibit B.
- (B) The County of Elkhart has provided recycling drop-off site services on a county-wide basis for more than ten years. There were ten (10) locations in 2021 which was reduced to five (5) locations in 2022. Two (2) of the drop-off sites were located in the Goshen city limits. The County of Elkhart will no longer be providing recycling drop-off site services as of April 1, 2023. The County is proposing to provide the City with funding assistance to provide a recycling drop-off site for use by any resident.
- (C) As of August 1, 2022, the City of Goshen began providing eligible residences in the Goshen city limits with curbside recycling services on a bi-weekly basis.
- (D) The table attached as Exhibit C sets forth the estimated number of tons of recyclable materials collected from the two (2) drop-off sites located in the Goshen city limits in 2021 and part of 2022. The table also includes the total tons of recyclable materials collected from Goshen's residential curbside recycling since August 2022.

2. **Contract Term.** Contractor shall begin providing Services under the Contract on April 1, 2023. Subject to the annual appropriation of funding by the Goshen Common Council, the initial term of the Contract shall remain in full force and effect to and including December 31, 2027. The Contract may be extended up to nineteen (19) additional months by either party giving the other party written notice by July 31, 2027 of its intent or desire to extend the contract.

3. **Services Provided.**

- (A) Contractor shall provide all Services under this Contract which shall include the provision for all labor, equipment, materials, tools, insurance, supervision, and all other items necessary to provide the Services as further described in these detailed specifications.
- (B) Services, in general, are for the collection, transport, and processing of recyclable materials from the City's Site identified in Exhibit A. Services shall include the supply and maintenance of containers. There shall be no additional cost to City by Contractor for the containers.
- (C) The recyclable materials to be collected shall include, at a minimum, cardboard, paperboard, newspaper, magazines/catalogs, copy paper, mail, other paper products, plastic products (#1 through #7), glass products (clear and colored), and metal products (aluminum, steel, tin and bi-metal).
- (D) City does not guarantee the quantity of recyclable materials to be collected at the Site.
- (E) Contractor shall determine the container type, number, size and frequency of collection at the Site to provide cost effective, efficient level of services and ensure that all recyclable materials are contained inside the containers between collections. The container type and placement shall fit within the existing Site layout. Contractor shall submit with their proposal the following additional information:
 - (1) Complete list of recyclable materials to be collected.

- (2) Description of containers to be supplied, including the type, number, size, proposed layout and container labeling with graphics and simple text to identify the type of recyclable materials that are permitted.
- (3) Proposed collection schedule.

4. **Containers.**

- (A) Contractor shall supply and maintain containers for placement at the Site.
- (B) The Site is designed for the placement of up to ten (10), eight (8) cubic yard front-end containers. This does not preclude the Contractor from supplying another type of containers provided the containers can be fit within the existing Site layout.
- (C) The containers shall be designed for the disposal of single stream recyclable materials.
- (D) The containers shall be user-friendly and clearly labeled with graphics and simple text to identify the type of recyclable materials that are permitted to be placed in the containers.
- (E) The containers must adequately protect the materials from the weather, and designed in such a manner to prevent materials from blowing out. Containers shall have lids, doors or appropriately sized openings through which recyclable materials are deposited. Any lids or doors shall be easy for users to lift or otherwise open and close.
- (F) Contractor shall maintain the containers, by refurbishing, painting, and/or replacing when necessary to maintain a clean, orderly and inviting appearance of the Site.

5. **Collection Schedule.**

- (A) It shall be Contractor's responsibility to monitor the Site usage and determine the collection schedule. Contractor shall collect the recyclable materials from the Site as needed so that reasonable container capacity is available at all times and overfilling/spillage of recyclable materials is avoided. The usage of the Site may vary by season, and it is anticipated that the Site will have the greatest usage on weekends and after holidays.
- (B) At the election of the Contractor, the following holidays may be observed as non-collection days: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
- (C) Contractor shall ensure that the Site has been serviced on prior to the weekend or any of the previously mentioned holidays so that container capacity is available.
- (D) In the event the containers are full or nearly full, Contractor shall collect the recyclable materials from the Site even if the collection is outside Contractor's regular collection schedule. If a City representative observes that the containers are full or nearly full, City may request Contractor to collect the recyclable materials from the Site. Contractor shall schedule collection of the recyclable materials within 24 hours of the City's request.
- (E) Contractor shall perform collection services to the Site between the hours of 6:30 a.m. and 7:00 p.m. (local time).

6. **Contamination.** In the event that a container is contaminated with excessive non-recyclable materials or other hazardous materials, Contractor may decline to empty the container. When Contractor has a reason to decline collection of such container, Contractor shall immediately contact City to report why the container was not collected. City and Contractor shall mutually agree upon a solution for handling the removal and disposal of the non-recyclable materials or other hazardous materials in the container.

7. **Site Maintenance.**

- (A) Contractor is expected to provide reasonable ongoing Site maintenance by cleaning up the Site as needed so that no trash or recyclable materials are left outside the containers or on the ground when collecting recyclable materials at the Site. Collection of litter, small amounts of solid waste

inadvertently dumped, and general housekeeping by Contractor on a regular basis is expected to maintain the Site in a clean, orderly and inviting appearance.

- (B) Contractor shall immediately report to City the occurrence of problems such as dumping of bulky items, large amounts of solid waste or hazardous wastes at the Site. In such event, City will arrange to clean up the Site and dispose of the bulky items, large amounts of solid waste, and/or hazardous wastes.

8. **Processing Facility.**

- (A) Contractor shall transport and process all recyclable materials collected at a properly licensed materials recovery facility or other facility to be used for processing the recyclable materials collected.
- (B) Contractor shall determine where to process the recyclable materials and assume all associated costs. Contractor shall have the responsibility for the marketing and sale of recyclable materials collected. Contractor is NOT required to share with or pay to City any portion of the revenues from marketing and sale of the recyclable materials.

9. **Collection Equipment.**

- (A) Contractor shall provide adequate equipment specifically designed and manufactured for the collection and transport of the recyclable materials. The equipment shall be enclosed or provided with suitable covers to prevent spillage, leaking and/or littering of waste.
- (B) Contractor shall maintain the collection equipment in proper operating condition, and equipment shall be maintained to minimize the leaking of fluids, noise pollution and air pollution. Contractor shall also maintain all collection equipment in a reasonably clean and professional appearance.
- (C) Contractor shall properly license and insure each vehicle.
- (D) Contractor is expected to have available back-up equipment during periods of breakdown or loss of primary equipment for any reason.

10. **Personnel.**

- (A) Contractor shall provide qualified personnel to provide Services to the Site.
- (B) Contractor's employees shall be reasonably identifiable by wearing a shirt or uniform bearing the company's name when performing Services.
- (C) Contractor's employees shall be courteous at all times, and shall not use loud or profane language.
- (D) Contractor's employees assigned to operate a vehicle shall carry an appropriate valid driver's license, and shall operate the vehicle in accordance with all federal, state and local regulations.

11. **Spillage or Leaking of Fluids, and/or Littering of Recyclable Materials or Waste.**

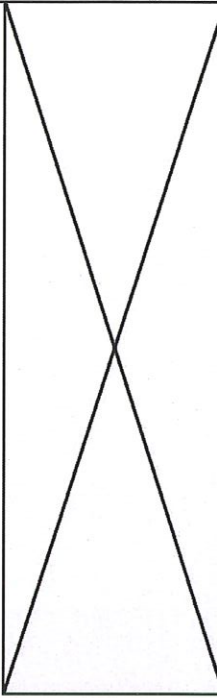
- (A) Contractor shall have sufficient tools and materials available in vehicles and shall clean up any spillage or leakage of fluids or littering of recyclable materials or wastes from Contractor's vehicles while performing Services.
- (B) Contractor shall ensure that recyclable materials or wastes are not left on public or private property or on public rights-of-way or otherwise scattered during the process of collection or transport of the recyclable materials.
- (C) Contractor shall clean up and remove any spillage or leakage of fluids and any recyclable materials or wastes left on public or private property or on public rights-of-way as soon as possible but not more than three (3) hours of the earliest of either:
 - (1) the notification to Contractor of the spillage, leakage or littering, or
 - (2) the knowledge of the spillage, leakage or littering by Contractor or Contractor's employees.

(D) Contractor's failure or refusal to clean up any spillage or leakage of fluids or removal of littered recyclable materials or wastes within this time period or Contractor's refusal to rectify the problem may result in the clean-up and removal by City and the costs of such deducted from the payment due to Contractor.

12. **Damage to Property.** Contractor shall take all necessary precautions to avoid damaging any property during the performance of Services. Contractor shall repair or replace at Contractor's expense any property that is damaged by the negligence of Contractor or Contractor's employees.

3/21/2014	
Employee ID:	Adrianne M.
1. Location	D. Sullivan, P
2. Location	Elmer 2/20
AS SHOWN	
X-2533-01	

EXHIBIT C - Historical Goshen Recycling Tonnage

	# County-Wide Recycling Sites	Tons from Goshen College Drop-Off Site	Tons from Martin's Supermarket Drop-Off Site	Total Tons from 2 Goshen Drop-Off Sites	Total Tons Goshen Residential Curbside Recycling
Jan-21	10	44.98	48.97	93.95	
Feb-21	10	41.95	42.43	84.38	
Mar-21	10	54.68	58.72	113.40	
Apr-21	10	53.28	55.51	108.79	
May-21	10	58.82	61.70	120.52	
Jun-21	10	57.04	55.97	113.01	
Jul-21	10	54.56	52.78	107.34	
Aug-21	10	55.29	56.08	111.37	
Sep-21	10	46.23	51.40	97.63	
Oct-21	10	51.18	53.31	104.49	
Nov-21	10	53.75	57.24	110.99	
Dec-21	10	56.14	56.98	113.12	
Jan-22	5	75.55	95.88	171.43	
Feb-22	5	71.65	84.16	155.81	
Mar-22	5	No/Incomplete Data	No/Incomplete Data	No/Incomplete Data	
Apr-22	5	93.28	103.45	196.73	
May-22	5	86.60	110.82	197.42	
Jun-22	5	No/Incomplete Data	No/Incomplete Data	No/Incomplete Data	
Jul-22	5	78.81	103.98	182.79	
Aug-22	5			135.94	108.45
Sep-22	5			133.72	141.00
Oct-22	5			125.94	130.19
Nov-22	5			104.46	119.28
Dec-22	5	No/Incomplete Data	No/Incomplete Data	No/Incomplete Data	127.69

**CONTRACTOR'S PROPOSAL
FOR
CITY OF GOSHEN, INDIANA
PUBLIC RECYCLING DROP-OFF SITE SERVICES**

A Contractor responding to and submitting a bid to the City of Goshen for the above referenced Services shall complete this proposal form in its entirety. A proposal must be filed with the Goshen Clerk-Treasurer's Office at 202 South Fifth Street, Goshen, IN 46528 by the date and time as indicated in the Notice to Bidders. All proposals received will be publicly opened and read aloud by the Goshen Board of Public Works and Safety.

PART 1 – CONTRACTOR INFORMATION
--

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 COST

Contractor proposes to furnish all supervision, labor, materials, equipment, services, permits and other components necessary to provide the Services in accordance with the Specifications and Contract Documents based on the following costs:

Initial Term	Monthly Cost		Annual Cost
2023	\$ _____	x 9 mos.	\$ _____
2024	\$ _____	x 12 mos.	\$ _____
2025	\$ _____	x 12 mos.	\$ _____
2026	\$ _____	x 12 mos.	\$ _____
2027	\$ _____	x 12 mos.	\$ _____
Optional Extension			
2028	\$ _____	x 12 mos. (up to)	\$ _____
2029	\$ _____	x 7 mos. (up to)	\$ _____

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 the Project:

Addenda Number _____ Dated _____

Addenda Number _____ Dated _____

Addenda Number _____ Dated _____

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

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). 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

_____ GENERAL PARTNERSHIP

_____ LIMITED PARTNERSHIP

_____ LIMITED LIABILITY PARTNERSHIP

_____ LIMITED LIABILITY COMPANY

_____ 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 – OTHER REQUIRED SUBMITTALS

Contractor confirms that the following are attached to this Proposal:

_____ Voluntary alternates, if any. (See Section 7 of Instructions)

_____ Evidence of qualifications. (See Section 8 of Instructions)

_____ Indiana State Board of Accounts Form No. 96, including financial statement, a statement of experience, a proposed plan for performing the work, and the equipment the Contractor has available for the performance of the Services. (See Section 8 of Instructions)

_____ Complete list of recyclable materials to be collected. (See Section 3(E) of Detailed Specifications)

_____ Description of containers to be supplied, including the type, number, size, proposed layout and container labeling with graphics and simple text to identify the type of recyclable materials that are permitted. (See Section 3(E) of Detailed Specifications)

_____ Proposed collection schedule. (See Section 3(E) of Detailed Specifications)

PART 9 – 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.

By submitting this proposal, the Contractor agrees that the City may hold the Contractor's Proposal for a period not-to-exceed sixty (60) days from the date of the proposal opening for the purpose of reviewing the proposals received prior to awarding the bid and contract.

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: _____



CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)

Prescribed by State Board of Accounts

PART I

(To be completed for all bids. Please type or print)

Date (month, day, year): _____

1. Governmental Unit (Owner): City of Goshen, Indiana

2. County : Elkhart County

3. Bidder (Firm): _____

Address: _____

City/State/ZIPcode: _____

4. Telephone Number: _____

5. Agent of Bidder (if applicable): _____

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of City of Goshen, Indiana - Public Recycling Drop-Off Site Services

(Governmental Unit) in accordance with plans and specifications prepared by City of Goshen, Indiana

_____ and dated January 25, 2023 for the sum of

See Contractor's Proposal \$ See Contractor's Proposal

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS

(If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

ACCEPTANCE

The above bid is accepted this _____ day of _____, 2023, subject to the following conditions: _____

Contracting Authority Members:

_____	_____
_____	_____
_____	_____

PART II

(For projects of \$150,000 or more – IC 36-1-12-4)

Governmental Unit: City of Goshen, Indiana

Bidder (Firm) _____

Date (month, day, year): _____

These statements to be submitted under oath by each bidder with and as a part of his bid.
Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner

3. Have you ever failed to complete any work awarded to you? _____ If so, where and why?

4. List references from private firms for which you have performed work.

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. *(Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)*

2. Please list the names and addresses of all subcontractors *(i.e. persons or firms outside your own firm who have performed part of the work)* that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

SECTION IV CONTRACTOR'S NON – COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

SECTION V OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at _____ this _____ day of _____, 2023

(Name of Organization)

By _____

(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF _____)
COUNTY OF _____) ss

Before me, a Notary Public, personally appeared the above-named _____ and
swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this _____ day of _____, 2023.

Notary Public

My Commission Expires: _____

County of Residence: _____

BID OF

(Contractor)

(Address)

FOR

PUBLIC WORKS PROJECTS

OF

City of Goshen, Indiana

Public Recycling Drop-Off Site Services

Filed _____, 2023

Action taken _____
