

# CITY OF GOSHEN, INDIANA



## INVITATION FOR BIDS SPECIFICATION DOCUMENTS

**Description: ..... Up to Seven (7) 2024 Police Pursuit SUV(s)**

**Due Date and Time: June 5, 2023 at 1:45 P.M.**

**Contact: ..... Brandy L. Toms**

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

**CITY OF GOSHEN**  
**PURCHASE OF UP TO SEVEN (7) POLICE PURSUIT SUV(s)**

**INVITATION**

The City of Goshen Board of Public Works and Safety is soliciting sealed offers for the purchase of up to seven (7) 2023 Hybrid Pursuit SUV(s).

The Specification Documents may be obtained from the City of Goshen's Clerk-Treasurer's Office, 202 South Fifth St., 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.

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. June 5, 2023 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**

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 equipment is to be purchased and all other relevant matters that may affect the cost, progress, performance or furnishing of the 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 City officer or agent, which may prove to be in any respect erroneous, 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 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. The 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 vendors of the vehicle that are equal or better than what is specified.

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 Bidder 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 and/or equipment offered for substitution will meet or exceed the minimum requirements or 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.**

Bidder 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 Bidder's responsibility to clearly identify the equipment being offered and to provide sufficient descriptive literature, catalog cuts, technical data, etc. to enable the City to determine if the 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. 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.

**7. Business Certification.**

The Bidder must complete the Business Certification page to identify the form of business organization the Bidder 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 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.

**8. 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 quoting; or to induce a person to refrain from quoting; 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.

**9. Contracting with Relatives.**

Pursuant to Indiana Code §36-1-21, if the Bidder is wholly or partially owned by a relative of a City of Goshen elected official, the Bidder shall disclose this in writing to City. Such disclosure to City shall be included with the Bidder's proposal.

**10. Preparation and Submittal of Offers.**

- A. Response to this solicitation is an offer to contract with the City of Goshen.
- B. 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.
- C. All offers shall be submitted in a sealed envelope. The envelope must be labeled with the following information:

1. Bidder name and address;
  2. The words, "Purchase of Police Pursuit SUV(s)"; and
  3. Date and time of opening (as indicated on the Invitation for Bids).
- D. 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.
- E. In order to protect the integrity of the sealed quoting process, failure to properly identify an offer according to these instructions may result in a disqualification of an offer from consideration.
- F. The Bidder will assume full responsibility for the timely delivery of their offer.
- G. No facsimiles or emails of offers will be accepted.
- H. All offers submitted become the property of the City and are a matter of public record.

#### **11. 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.

#### **12. 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.

#### **13. 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 in the Invitation for section. The reading of the offers, however, does not determine the award of the contract.

#### **14. Evaluation of Offers and Award.**

- A. The City of Goshen reserves the right to reject any and all offers, delete 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 complies in all material respects to the Specification Documents.
  2. Whether the Bidder has submitted an offer that complies specifically with the invitation and Instructions sections.
  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 described in the Specification Documents; the integrity, character, and

reputation of the Bidder; and the competency and experience of the Bidder.

5. Cost of the vehicle to be purchased, including which alternate is most advantageous to the City where alternate offers are submitted.

## **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 both parties.

### **1. Effective Date; Contract Term.**

The contract shall become effective on the day of execution and approval by the City of Goshen Board of Public Works and Safety and the vendor.

### **2. Delivery**

Bidder shall provide the equipment within thirty (30) weeks of the effective date of the contract. Delivery shall be to City's Central Garage, 320 Steury Avenue, Goshen, Indiana.

### **3. Basis of Proposals; Price**

- A. City shall pay Bidder for the equipment based on a lump sum price.
- B. Prices shall cover and include all costs necessary to provide the equipment in accordance with these Specification Documents, including any incidentals whether or not specifically called for in these documents.
- C. 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. City will not be responsible for any taxes levied on the Bidder 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.

### **4. Payment.**

- A. City shall pay Bidder for the vehicle under this contract upon Bidder's satisfactory delivery and City's acceptance of the vehicle(s).
- B. Payment shall be upon City's receipt of a detailed invoice from Bidder. The invoice shall be sent to the following address, or at such other address as City may designate in writing.

City of Goshen c/o Central Garage  
320 Steury Avenue  
Goshen, IN 46528

- C. Payment will be made forty-five (45) days following receipt of the invoice. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
- D. Bidder is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office.
- E. Any payment made by City before final acceptance of the equipment shall not affect the obligation of the contractor to repair or replace any defective parts or otherwise correct the equipment.

### **5. Risk of Loss**

Vendor agrees to bear all risks of loss, or destruction of goods and materials ordered herein which occur prior to delivery of the equipment. Such loss, injury or destruction shall not release the vendor from any obligation hereunder.

### **6. FOB Destination.**

All 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. Delivery shall be to 320 Steury Avenue, Goshen, Indiana.

**7. Warranty.**

- A. All guarantees and warranties shall be clearly stated and submitted with the offer. The vendor and manufacturer shall warrant the vehicle furnished under this contract for three (3) years or thirty- six thousand (36,000) mile bumper to bumper warranty and a five (5) year one hundred thousand (100,000) mile power train warranty, after final delivery vehicle is to be free from defect and to conform strictly to the specifications and/or samples specified or furnished. This warranty shall survive any inspection, delivery, acceptance, or payment by the City of Goshen for the vehicle furnished.
- B. Under this guarantee, the vendor 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 vehicle 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. Any such work required due to the fault or negligence of the vendor shall also be provided by the vendor at no additional charge.

**8. Manufactured in United States.**

- A. Unless specifically stated otherwise in these Specification Documents, in accordance with Indiana Code §5-22-15-21, the equipment offered for purchase by City shall be manufactured in the United States.
- B. Unless specifically state otherwise in these Specification Documents, in accordance with Indiana Code §5-22-15-25, if any steel products are used in the manufacture of the equipment offered for purchase by City or the equipment used in the performance of services under the contract by the contractor or subcontractor, the steel products must be manufactured in the United States.

**9. 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 vendor's expense or to require at vendor'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.

**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 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.

#### **11. Default.**

- A. If Bidder fails to deliver the equipment or comply with the provisions of this contract, then Bidder may be considered in default.
- B. It shall be mutually agreed that if Bidder fails to deliver the equipment or comply with the provisions of this contract, City shall issue a written notice of default and provide a period of time that shall not be less than fifteen (15) days in which Bidder shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar equipment in any manner deemed proper by the City, and Bidder shall be liable to the City for any excess costs incurred.
- C. Vendor may also be considered in default by the City if any of the following occur:
  - 1. There is a substantive breach by vendor of any obligation or duty owed under the provisions of this Contract.
  - 2. Vendor is adjudged bankrupt or makes an assignment for the benefit of creditors.
  - 3. Vendor becomes insolvent or in an unsound financial condition so as to endanger performance under the Contract.
  - 4. Vendor 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 vendor or any of vendor's property.
  - 6. Vendor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders vendor unable to provide the equipment described under these Specification Documents.
  - 7. The contract or any right, monies or claims are assigned by vendor 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. vendor shall be paid for all equipment provided and expenses reasonably incurred prior to notice of termination.
- B. The City may terminate this contract, in whole or in part, in the event of default by vendor. City shall first issue written notice of default to vendor and give vendor the opportunity to cure.
- C. 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.**

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.

**14. 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.

**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.**

The vendor 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.

**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. 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.

**18. 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.

**19. Authority to Bind.**

Notwithstanding anything in the contract to the contrary, the signatory for the vendor submitting an offer represents that he or she has been duly authorized to execute these documents on behalf of the vendor and has obtained all necessary or applicable approvals to make the offer submitted fully binding upon the vendor 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 a new Police Pursuit SUV that meet the needs and desires of the City of Goshen Street Department. It establishes essential criteria for the design, performance, equipment, and appearance of the Police Pursuit SUV(s)

Bidders must indicate their compliance with the detailed specifications. Any exceptions from what is specified, including additions, deletions or variations, must be stated. Otherwise, it will be considered that all items offered meet the specifications as written and the successful Bidder will be responsible for delivering equipment meeting those requirements. **This information must be submitted to the City with the Bidder's proposal.** Failure to indicated compliance with the detailed specifications may deem a Bidder proposal to be unresponsive.

The Police Pursuit SUV(s) to be delivered under this contract shall be standard commercial products tested and certified to meet or exceed the requirements of this specification. 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.

At a minimum, the Vendor shall guarantee the Police Pursuit SUV(s) to be warrantied free from defective materials and workmanship. The vehicle is warrantied for a period of three (3) years and/or thirty-six thousand (36,000) mile bumper to bumper and a five (5) year, one hundred thousand (100,000) mile power train warranty from the date the vehicle is put into service by the City. Under this guarantee, the Vendor agrees to make good without delay and at the Vendor's own expense any failure of the equipment due to faulty components, parts or construction. A description of the warranty is required on the Police Pursuit SUV.

Vendor 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 Police Pursuit SUV(s) shall be within a one hundred (100) mile radius of the City of Goshen, IN. Warranty period will start on the date the Police Pursuit SUV(s) are put into service. Use of other than original equipment service parts shall not void the warranty.

Offered price shall include delivery to Goshen Central Garage, 320 Steury Avenue, Goshen IN.

Delivery of the ordered Police Pursuit SUV(s) (up to seven) shall be within thirty (30) weeks from the effective date of the contract.

Purchaser to be identified as follows on the certificate of the original bill of sale: City of Goshen, 202 S. 5<sup>th</sup> Street, Goshen, Indiana, 46528.

## **VEHICLE SPECIFICATIONS 2024 POLICE PATROL SUV**

### **1. SPECIFICATIONS:**

- a) Full size or midsize SUV
- b) Standard engine for the model with a hybrid option.
- c) Electric power assist rack and pinion steering
- d) 10 speed automatic transmission, suitable for police pursuit, transmission oil cooler
- e) DOT approved police pursuit V rated; heavy duty steel wheels and center caps, full-sized spare with Tire Pressure Monitoring Sensor (TPMS)
- f) 4-wheel vented disc brakes, ABS with traction control, heavy duty police brake components
- g) Minimum 112"-wheel base
- h) Minimum 19 gallons fuel capacity
- i) Drivetrain with all-wheel drive or 4-wheel drive, independent front & rear suspension, electronic stability control
- j) Minimum 750 CCA battery
- k) Minimum 220-amp alternator
- l) Exterior vehicle color is gray or white
- m) Rear door locks are manually inoperable
- n) Inside rear door handles are manually inoperable.
- o) OEM Speed Management
- p) Minimum 4 keys/fobs with fleet key option

### **2. INTERIOR:**

- a) Floor covering is manufacturer's molded black vinyl first and second row
- b) Floor mats are manufacturer's molded black vinyl in first row
- c) Two (2) front bucket seats with cloth cover and 6-way power for driver seat
- d) Rear bench seat with vinyl cover
- e) Controls include intermittent windshield wipers, AM-FM/CD stereo, AC, power windows, power door locks, tilt steering wheel
- f) Instrument cluster includes message center, fuel level, engine temperature, speedometer, trip odometer engine hour meter
- g) Dome light in first row with red/white and task lights
- h) Dome light in cargo area with red/white and task lights
- i) Power door locks for front and rear doors
- j) Auxiliary power outlets are located lower center of dash panel
- k) Auxiliary wiring includes factory provision for grill lamps, external speaker and horn/siren circuits
- l) Remappable steering wheel control switches (to control siren, lights etc.)
- m) Interior color is charcoal gray or black
- n) Two (2) 50-amp battery ground circuits – power distribution
- o) Hands-Free Communications
- p) Dark car feature-dome/interior lights INOP when doors opened

### **3. EXTERIOR:**

- a) Rear window defroster
- b) Exterior mirrors are power adjustable
- c) LED spotlight mounted to driver's side A pillar, black matte finish
- d) Halogen headlights, LED tail lamps and automatic headlamp control delete
- e) Three (3) lock cylinders (driver, passenger door and rear lift gate)
- f) Headlamps include integrated LED flashers
- g) Exterior lighting to have surveillance mode
- h) Front LED wig-wag lights without control module

- i) LED tail lamps with integrated LED flashers
- j) Safety reverse sensing system, blind spot monitoring
- k) Airbags include driver, passenger, side seat, safety canopy w/ rollover protection.
- l) Undercarriage deflector plate to protect powertrain & chassis components

**4. MISCELLANEOUS:**

- a) Total of four (4) keys, without microchip, all vehicles keyed alike (fleet key option)
- b) Service/diagnostic manuals including engine, transmission, brakes, electrical schematics along with powertrain and emissions manuals

**5. WARRANTY:**

- a) Bumper to Bumper 3 year/36,000 mile
- b) Powertrain 5 year/100,000 mile

### PART 3 – EXCEPTIONS

Supplier shall clearly detail in writing any deviation from or exception taken to the stated specifications. Alternate supplies will be evaluated and may be acceptable as long as the alternate supplies can be verified as equal or better than specified as determined by City. Suppliers with alternate supplies shall submit detailed specifications/detailed literature with their proposal. In the absence of any stated deviation or exception, the proposal will be accepted as in strict compliance with the stated specifications, and the Supplier shall be held liable for strict compliance.

\_\_\_\_\_ **NO**, this proposal does not contain any deviation from or exception taken to the stated specifications, and this proposal shall be accepted as in strict compliance with the stated specifications.

\_\_\_\_\_ **YES**, this proposal does contain deviation from or exception taken to the stated specification which is/are detailed more fully below (attach as separate, duly marked document with proposal):

### PART 4 – BUSINESS CERTIFICATION

Supplier must identify the form of business organization the Supplier 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 Supplier is operating as a (check one):

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

The Supplier, 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 Supplier is \_\_\_\_\_.

\_\_\_\_\_ State of \_\_\_\_\_ but IS NOT currently registered with the Indiana Secretary of State. By submitting this proposal, the Supplier 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>.

## 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 6 – NO INVESTMENT ACTIVITIES IN IRAN

In accordance with Indiana Code § 5-22-16.5, by submitting a proposal, the Supplier certifies that the Supplier does not engage 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 Supplier as not responsible, termination of the contract if awarded, as well as bringing civil action against the Supplier.

### PART 7 – NON-COLLUSION CERTIFICATION

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

### PART 8 – SIGNATURE

The undersigned certifies that if awarded a contract, Supplier will provide the Supplies to the City of Goshen in accordance with the general terms and conditions, specifications, and any other documents made part of this solicitation.

The undersigned authorized representative further certifies that he/she is duly authorized to submit this proposal and execute a contract on behalf of Supplier. Signature by the Supplier's authorized representative constitutes execution of each any every Part of this Proposal.

**SIGNATURE MUST BE NOTARIZED**

Supplier'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 Supplier's Proposal are true and correct.

Witness my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

Notary Public of \_\_\_\_\_ County, \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Commission Number: \_\_\_\_\_



## **EXHIBIT A – Sample Contract**

The following pages are a sample of a contract to be entered into between City and the successful Bidder. The City and the successful Bidder will negotiate a contract incorporating the City's specifications and addressing other legal issues beyond the specifications.

### **PURCHASE OF POLICE PURSUIT SUV(S)**

THIS CONTRACT is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2023, 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 "Vendor."

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

#### **PURCHASE:**

Vendor agrees to provide the City with a (Make) (Model) of up to seven (7) 2024 Police Pursuit SUV(s). Vendor shall warranty the 2024 Police Pursuit SUV(s).

#### **TERM OF THE AGREEMENT:**

This contract shall become effective on the date of execution and approval by both parties. Vendor shall provide the vehicles to the City within 30 weeks from the date of the agreement. The vehicles to be purchase shall be delivered to the City's Central Garage, 230 Steury Avenue, Goshen, Indiana.

#### **COMPENSATION:**

The City agrees to compensate Vendor for the equipment in this Purchase Contract in the amount of \$\_\_\_\_.

#### **INDEPENDENT CONTRACTOR STATUS**

Vendor 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 Vendor or its agents, employees, or subcontractors of the Vendor.

#### **NON-DISCRIMINATION**

The vendor 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 Vendor agrees the Vendor or any subcontractors, or any other person acting on behalf of the Vendor 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 will be a material breach of the contract.

#### **INDEMNIFICATION**

The Vendor agrees to indemnify and hold harmless the City of Goshen, its agents, officers, and employees from any and all liability, obligations, claims, and suits, including court cost,

attorney's fees, and other expenses, caused by an act or omission of the Vendor and its agents, officers, and employees or resulting from or related to the Vendor's performance or failure to perform as specified in this contract.

#### **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.

#### **DEFAULT.**

- A. If Bidder fails to deliver the equipment or comply with the provisions of this contract, then Bidder may be considered in default.
- B. It shall be mutually agreed that if Bidder fails to deliver the equipment or comply with the provisions of this contract, City shall issue a written notice of default and provide a period of time that shall not be less than fifteen (15) days in which Bidder shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar equipment in any manner deemed proper by the City, and Bidder shall be liable to the City for any excess costs incurred.
- C. Vendor may also be considered in default by the City if any of the following occur:
  - 1. There is a substantive breach by vendor of any obligation or duty owed under the provisions of this Contract.
  - 2. Vendor is adjudged bankrupt or makes an assignment for the benefit of creditors.
  - 3. Vendor becomes insolvent or in an unsound financial condition so as to endanger performance under the Contract.
  - 4. Vendor 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 vendor or any of vendor's property.
  - 6. Vendor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders vendor unable to provide the equipment described under these Specification Documents.

7. The contract or any right, monies or claims are assigned by vendor without the consent of the City.

## **TERMINATION**

- A. The contract may be terminated in whole or in part, at any time, by mutual written consent of both parties. vendor shall be paid for all equipment provided and expenses reasonably incurred prior to notice of termination.
- B. The City may terminate this contract, in whole or in part, in the event of default by vendor. City shall first issue written notice of default to vendor and give vendor the opportunity to cure.
- C. 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.

## **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.**

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.

## **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.

## **APPLICABLE LAWS.**

The vendor 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**

- 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.

### **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.

### **AUTHORITY TO BIND.**

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

### **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:	Address for notices to Vendor's name
City of Goshen Attention: Legal Department 204 East Jefferson St. Goshen, IN 46528	Vendor's name Individual's name Address Address

### **NO INVESTMENT IN IRAN**

Pursuant to IC 5-22-16.5, vendor hereby certifies they do NOT provide \$20 million dollars or more in goods or services to the energy sector of Iran. Vendor 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, vendor 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 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 Vendor.

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

<b>City of Goshen</b> <b>Board of Public Works and Safety</b>	<b>Vendor's Name</b>
<hr/> Jeremy P. Stutsman, Mayor	<hr/> Name
	<hr/> Title
Date Signed: _____	Date Signed: _____