

# CITY OF GOSHEN, INDIANA



## INVITATION FOR BIDS SPECIFICATION DOCUMENTS

**Description:** Purchase of Two (2) Service Body and Equipment For Single Axle Chassis

**Department:** Water & Sewer Department

**Due Date and Time:** August 29, 2024 at 3:45 P.M.

**Contact:** Brandy L. Toms

**Email:** [brandytoms@goshencity.com](mailto:brandytoms@goshencity.com)

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

**CITY OF GOSHEN INVITATION FOR QUOTES  
FOR THE PURCHASE OF TWO (2) SERVICE BODIES  
TO BE MOUNTED ON SINGLE AXLE CHASSIS**

The City of Goshen Board of Public Works and Safety is soliciting sealed offers for purchase of two (2) service bodies to be mounted on single axle chassis for use by the City of Goshen's Water & Sewer Department. The Board of Public Works and Safety is hereinafter referred to as "City".

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 Quoters 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 Quoter is responsible, and if the Quoter'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 **3:45 p.m. August 29, 2024** 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 Quoter. Award of contract is contingent on the availability of funds.

## **INSTRUCTIONS TO QUOTERS**

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 Quoter all have the same meaning for the company/business submitting an offer.

### **1. Examination and Representation.**

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

The Quoter agrees that the Quoter shall make no claim against the City of Goshen because of estimates or statements made by any officer or agent of the City, which may prove to be in any respect erroneous, are inconsistent or an addition to any terms or conditions of these written documents. The failure or omission of any Quoter to receive or examine any form, instrument, addendum, or other document shall in no way relieve the Quoter 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 emailed to the attention of the Legal Department at [brandytoms@goshencity.com](mailto:brandytoms@goshencity.com).

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

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

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

The bid shall clearly detail in writing any deviation from or exception taken to the stated specifications. Any product, materials or method that the City of Goshen, in its sole discretion, determines to be equal or better to that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended will be considered, provided the Quoter submits information that details how the method, goods, supplies, materials and/or equipment offered for substitution will meet or exceed the minimum requirements of criteria and quality to that named in the Specification Documents. In the absence of any stated deviation or exception, the bid will be accepted as in strict compliance with all terms, conditions and specifications, and the Quoter shall be held liable for strict compliance.

#### **4. Voluntary Alternates.**

If a Quoter has an alternate offer that the Quoter believes would meet the needs of the City of Goshen, the Quoter 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 Quoter unless City deems such an alternate to be equal or better than the requirements of the Specification Documents.

#### **5. Descriptive Literature.**

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

#### **6. Qualification of Quoters.**

- A. Quoters submitting offers shall be limited to individuals, partnerships and corporations actively engaged in provision/production of goods, supplies, materials and/or equipment comparable to what is described in these Specification Documents.
- B. Quoters must demonstrate their qualifications and suitability to carry out the terms of the Specification Documents., and must have in their possession or available to them by formal agreement all labor, equipment, supplies and operational facilities which are necessary to provide the goods, supplies, materials and/or equipment as outlined in these Specification Documents. The City reserves the right to request additional proof of these qualifications, and reserves the right to reject any offer where an investigation of the evidence or information submitted by a Quoter does not satisfy the City that the Quoter is qualified to carry out the terms of the Specification Documents.

#### **7. Trusts.**

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

#### **8. Business Certification.**

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

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

contract awarded to that corporation may be canceled.

### **9. Non-Collusion.**

All Quoters must sign and have notarized the Non-Collusion Affidavit to certify that the Quoter 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 Quoter'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 Quoter's affidavit is false, the City shall declare the contract forfeited and award a new contract.

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

- A. Quoters 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 Quoter. An offer may be rejected if any required forms or information requested are incomplete or omitted and/or if an offer contains any alterations or erasures that are not initialed by the person signing the offer.
- B. All offers shall be submitted in a sealed envelope. The envelope must be labeled with the following information:
  1. Quoter's name and address;
  2. The words, "**Service Bodies**"; and
  3. Date and time of opening (as indicated on the Invitation for Bids).
- C. If an offer is sent through the mail or other delivery system, the sealed envelope should be enclosed in a separate envelope with the notation "**QUOTE ENCLOSED**" on the face of the outer envelope.
- D. 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.
- E. Offers shall be filed with the City of Goshen Clerk-Treasurer's Office, 202 South Fifth Street, Goshen, Indiana 46528 by the specified opening date and time. Offers arriving after the specified time will not be accepted. The City of Goshen is not responsible for late or lost offers due to mail service inadequacies, traffic or other similar reasons.
- F. No facsimiles or emails of offers will be accepted.
- G. All offers submitted become the property of the City and are a matter of public record.
- H. Response to this solicitation is an offer to contract with the City of Goshen.

### **11. Withdrawal or Modification of Offers.**

Any modifications made to an offer before submittal must be initialed in ink by the Quoter's authorized representative. A Quoter 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 on the Invitation for Bids. The reading of the offers, however, does not determine the award of the contract.

### **14. Award.**

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

## **GENERAL INFORMATION**

### **IN GENERAL:**

The purpose of this document is to provide minimum specifications for two (2) service bodies to be mounted on single axle chassis that meets the needs and desires of the City of Goshen Water & Sewer Department. It establishes essential criteria for the design, performance, equipment, and appearance of the two (2) service bodies. The objective is to provide two (2) service bodies that are in accordance with nationally recognized guidelines.

The two (2) service bodies, and all related devices, accessories, and equipment to be delivered under this contract shall be standard commercial products tested and certified to meet or exceed the requirements of this specification and all applicable local, state and federal regulations and standards. The service bodies and equipment shall comply with all applicable laws in effect at date of contract for purchase.

At a minimum, the Supplier shall guarantee the service bodies to be warranted free from defective materials and workmanship as noted in the specifications. Under this guarantee, the Supplier agrees to make good without delay and at the Supplier's own expense any failure of the equipment due to faulty components, parts or construction. A description of the warranty is required on the equipment.

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

Delivery shall be on or before nine (9) calendar months from receipt of a notice to proceed from the City.

These are minimum specifications. Quoter must address compliance section. If any part of an item that is not in compliance than that item must be marked "no" an explanation can be provided on a separate sheet with the benefits of that item to the city. A no will not automatically exclude a bid. It will be up to the purchaser's discretion on what items will be termed equal. Any items not listed on the exception sheet will be assumed to be part of the unit. Quoters must submit with their bid a complete specification on the unit they purpose to furnish. Original copies of vehicle specifications and literature must be provided with the bid. Fax copies or unreadable copies of literature or specifications will not be allowed.

**DETAILED SPECIFICATIONS  
FOR TWO (2) SERVICE BODIES TO BE MOUNTED ON SINGLE AXLE CHASSIS**

<b>SPECIFICATIONS FOR A SERVICE BODY MOUNTED ON A SINGLE AXLE CHASSIS</b>	
<b>MINIMUM SPECIFICATIONS FOR BODY AND HYDRAULICS</b>	<b>Compliance</b>
<b>Note: Body builder must have a prebuild conference with the purchaser to go over layout and placement off all equipment and two such sessions during equipment installation. No equipment shall be installed without approved authorization from purchaser. City of Goshen shall provide the chassis which will be a 2024/25 -Ford F-550- gas engine, -84" c/a-4x4</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Service Body Specifications: Please note this unit shall be bid in steel with an option for an aluminum body:</b>	
<b><u>Body Shell</u></b>	
The body shall be equal to Knapheide 6132D54 with an option for Aluminum	<input type="checkbox"/> Yes <input type="checkbox"/> No
Body should be 132" in length with 20" side packs and 54" cargo area	<input type="checkbox"/> Yes <input type="checkbox"/> No
The body shell is to be constructed of 14-gauge two-sided A40 Galvanneal steel.	<input type="checkbox"/> Yes <input type="checkbox"/> No
The compartment tops and backs are to be a one-piece seamless design.	<input type="checkbox"/> Yes <input type="checkbox"/> No
All doors, door openings, drip rails, and other exposed steel edges are to be hemmed for strength, safety, And resistance to corrosion.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b><u>Body Dimension Specifications</u></b>	
Overall length is 132"	<input type="checkbox"/> Yes <input type="checkbox"/> No
Overall width is 94"	<input type="checkbox"/> Yes <input type="checkbox"/> No
Floor width is 54"	<input type="checkbox"/> Yes <input type="checkbox"/> No
Side compartment depth is 20"	<input type="checkbox"/> Yes <input type="checkbox"/> No
Floor height is 24"	<input type="checkbox"/> Yes <input type="checkbox"/> No
Street side front vertical compartment is 34" in length and 60" high.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Street side 2 <sup>nd</sup> vertical compartment is 21-1/4" in length and 40" high	<input type="checkbox"/> Yes <input type="checkbox"/> No
Street side horizontal compartment is 52 -3/4" in length and 18-1/2" high.	<input type="checkbox"/> Yes <input type="checkbox"/> No
The street side rear vertical compartment is 25-1/4" in length and 40" high.	<input type="checkbox"/> Yes <input type="checkbox"/> No
The curb side front vertical compartment is 34" in length and 60" high.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Curb side 2 <sup>nd</sup> vertical compartment is 21-1/4" in length and 40" high (this compartment to have a tool box with pull out drawers please list options for this)	<input type="checkbox"/> Yes <input type="checkbox"/> No
Curb side horizontal compartment is 52 -3/4" in length and 18-1/2" high.	<input type="checkbox"/> Yes <input type="checkbox"/> No
The curb side rear vertical compartment is 25-1/4" in length and 40" high. Curbside rear vertical compartment shall have 1 pair of louver vents installed	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b><u>Floor</u></b>	
The floor plate is to be constructed of a minimum of 12-gauge treadplate with a 1 3/8" return Flange on each side.	<input type="checkbox"/> Yes <input type="checkbox"/> No
The side compartment back panel should overlap and interlock with the floor flange, providing support for the weight of the side compartment.	<input type="checkbox"/> Yes <input type="checkbox"/> No
There is to be a torsion floor on the service body for off road use.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b><u>Understructure</u></b>	
Cross sills are to be constructed from 11-gauge steel with 50,000 psi minimum yield strength.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b><u>Tailgate</u></b>	
<b>The tailgate is to be constructed of 14-gauge two-sided A40 Galvanneal steel.</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
The tailgate is to be a minimum of 12" high and be a slamable style.	<input type="checkbox"/> Yes <input type="checkbox"/> No
In the open position, the tailgate shall be level with the cargo floor.	<input type="checkbox"/> Yes <input type="checkbox"/> No
The tailgate shall not have any cables, chains, or bars to support it in the open position so it can be used as a work surface for objects wider than the tailgate.	<input type="checkbox"/> Yes <input type="checkbox"/> No



There shall be two grab handles installed on each side of the tailgate	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Doors</b>	
The doors are to be constructed of 20-gauge two-sided A40 Galvanneal steel.	<input type="checkbox"/> Yes <input type="checkbox"/> No
The doors are to be double paneled with hat section reinforcements.	<input type="checkbox"/> Yes <input type="checkbox"/> No
The horizontal doors both sides shall be drop down style:	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Hinges</b>	
Corrosion resistant all stainless-steel continuous hinges are to be installed to provide full length support for the doors and pry-proof security with a built-in weather shield.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Hinges are to be spot welded to the door frames and must be supported with a six-year warranty.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Latches</b>	
Stainless steel corrosion resistant paddle latches shall be secured to the door panels by three threaded studs attached to the back of the latch.	<input type="checkbox"/> Yes <input type="checkbox"/> No
The latch must also have an internal cover to protect it from the contents of the compartment.	<input type="checkbox"/> Yes <input type="checkbox"/> No
A microcellular urethane foam gasket is to be installed between the latch flange and the outer door skin to prevent moisture from entering the compartment behind the latch.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Door Strikers</b>	
Adjustable strikers are to be affixed to the door frames with screws. (Welded-on door strikers are not acceptable.)	<input type="checkbox"/> Yes <input type="checkbox"/> No
Automotive "bulb type" neoprene door seals are to be installed by the manufacturer of the body on all door frames.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Double spring over center door retainers is to be installed on all vertical doors.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Door retainers need to hold doors in positive open or closed position. (Other types of retainers, like cables or chains, are not acceptable for vertical doors.)	<input type="checkbox"/> Yes <input type="checkbox"/> No
Horizontal doors are to be secured in an open position parallel to the ground by heavy duty chain retainers.	<input type="checkbox"/> Yes <input type="checkbox"/> No
The chain retainers must be easily removable so that the door can be opened to a full 180 degrees to be able to access the compartment in tight areas.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Shelving</b>	
Shelves are to be constructed of 18-gauge bright spangled galvanized steel.	<input type="checkbox"/> Yes <input type="checkbox"/> No
All shelves are to have hemmed dividers on 4" centers.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Shelves need to have a minimum capacity rating of 250 lbs.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Standard shelf package shall include following 2 adjustable divider shelves in each front vertical compartment, 1 bolt in divider shelf curbside horizontal compartment, 1 adjustable divider shelf streetside rear vertical compartment, no shelving in curbside rear vertical compartment, and 32 shelf dividers. In addition to Street side and Curbside horizontal compartments shall have two pull out shelves. Horizontal compartments shall have bins for small parts included. Each vertical compartment shall have a minimum of two shelves per compartment.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Miscellaneous Items:</b>	
Inside of cargo area, front bulkhead and both sides as well as the inside of the tailgate shall be lined with diamond tread plate:	<input type="checkbox"/> Yes <input type="checkbox"/> No
e-trac shall be mounted both sides of cargo area located apex 18" from front bulkhead in the middle between floor and compartment tops Vendor to supply 4 e-trac straps	<input type="checkbox"/> Yes <input type="checkbox"/> No
Water cast holder shall be mount top curb side in a spot to be determined by customer:	<input type="checkbox"/> Yes <input type="checkbox"/> No
There shall be a front cone holder mounted on the front chassis bumper	<input type="checkbox"/> Yes <input type="checkbox"/> No
The rear tail shelf shall have a 2" receiver tube located curb side rear for vice location:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Material rack shall be both sides of the body to front of cargo area:	<input type="checkbox"/> Yes <input type="checkbox"/> No
The city may need some custom hangers, shovel racks, and barricade stands installed before paint. It will be the bidder's obligation to provide and install and shall be included in their quote:	<input type="checkbox"/> Yes <input type="checkbox"/> No
The underside of the tail shelf shall have two flex steps one per side for easy entry	<input type="checkbox"/> Yes <input type="checkbox"/> No
The rear bumper shall be an 18" thru tail shelf	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Lighting:</b> Lighting to meet all FMVSS standards:	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Compartment lights:</b> All compartments shall have led lights that operate off the chassis body upfitter	<input type="checkbox"/> Yes <input type="checkbox"/> No

switches: <b>Work lights:</b> there shall be two rear mounted led swivel work lights at the rear of the body and two Led swivel work lights mounted on the front first vertical compartments facing sideways. <b>Emergency Lights:</b> All lights shall be led style a set of 6” oval rear amber/ clear strobes located on the back panel of the body/ set of amber /clear led 4: strobes located on the front grill / one pre side 4” amber / clear led strobes located midpoint of body sides / set of led stop tail turn, combination strobes rear of body. The wiring harness is to be encased in a plastic loom and all wires are to be colored for ease of troubleshooting. Light guards are to be installed by the body manufacturer to provide protection for recessed. stop/tail/turn and backup lights. The wiring harness needs to be protected also.	
<b>Electrical:</b> There shall be outdoor electric receptors located in the rear driver’s side vertical compartment as well as the front curbside compartment all shall be wired into the van air system:	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Invertor</b> there shall be an 3000 watt inverter included and wired an installed at the direction of the customer:	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Rear hitch</b> shall be a class V hitch with a 2” receiver. 7-way Bargman trailer plug. Electric brake controller if not on the chassis:	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Back-up Camera:</b> Chassis is “back-up camera ready” Location of camera determined at “pre-build”	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Rock Guards</b> The front of the body compartments shall be ultra lined for rock protection.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Exterior Prime Paint</b>	
The body is to be completely immersed in electrode position gray epoxy prime paint featuring a zinc phosphate precoat and seal for additional corrosion protection.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Prime paint is to be oven cured to provide a hard-durable finish and is to match the chassis.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Interior Paint</b>	
Interior paint is to be a mid-gloss, mar resistant, light gray finish.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Undercoating</b>	
The body is to be completely undercoated by the body manufacturer using a water base acrylic.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Installation</b>	
The manufacturer of the body is to supply a recommended installation process along with detailed installation instructions that conform to all applicable Federal Motor Vehicle Safety Standards.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Rear body-to-chassis mounting brackets need to incorporate bumper support as well as provide FMVSS 301 protection.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Furthermore, the manufacturer of the body is to supply an owner manual describing the proper care and maintenance of the body for the user.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Warranty</b>	
The following items are to be covered by a minimum six (6) year limited warranty to the first owner/user of record.	
<b>No Rust-Thru Guarantee</b>	
<b>Continuous Door Hinges</b> – Guaranteed not to fail to operate or come off product.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Latches and Lock Cylinders</b> – Unconditional guarantee against failure.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Shelves</b> – Guaranteed not to fail in bending under a maximum 250 lb. rated load.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Underdeck air system:</b> There shall be a complete underdeck air system installed with the following specifications A Van Air system is preferred however the City will entertain optional other type systems that meet the required specifications:	
Vanair®100/125/160/1855 CFM PTO driven air compressor for Ford® 4WD Super Duty vehicles with Thru-Drive™ technology. New and in current production	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Compressor:</b> 100-185 CFM free air at up to 150 PSIG	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Input Speed:</b> Air compressor shall produce 100 CFM at 1595 RPM input speed. 125 CFM at 1625 RPM input speed 160 CFM at 2085 RPM input speed 185 CFM at 2415 RPM input speed	<input type="checkbox"/> Yes <input type="checkbox"/> No

<p><b>Gear Ratio:</b> Air compressor gear ratio shall be 2.71:1 to ensure lowest possible engine speed</p> <p>Air compressor gear ratio shall be 2.71:1 to ensure lowest possible engine speed</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p><b>Air Intake Filters:</b> Separate two-stage, heavy duty, dry-type air filters shall be provided for air compressor.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p><b>Air Separation Tank:</b></p> <p>The tank shall be ASME code approved rated at a 250 PSIG maximum relief pressure. It shall be equipped with a tank mounted O-Ring sealed manifold containing an integrated; minimum pressure valve, blow down valve, pressure regulator, provisions for dual pressure regulator, pressure transducer, provisions for redundant pressure transducer, Resistance Temperature Detector (RTD), and ASME air pressure relief valve. The receiver shall be equipped with a fill cap and easily readable sight glass. The unit shall be equipped with a tank mounted O-ring sealed oil filter head assembly with an integrated thermostatic valve, RTD and a 10 micron full flow spin-on replaceable oil filter canister with built in bypass protection. Receiver tank manifold assemblies to contain JIC and SAE-O-Ring fittings for all hose connections. Receiver tank to have provisions for in-tank engine coolant oil heater. Receiver tank (In.): 10.30D x 22.5L</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p><b>Air/Fluid Separator:</b> Ultra Life™ Separator element to be located internally in air separation tank. The separator shall be constructed with metallic end cap with mechanical grounding strap and staples. Vanair separator shall provide for enhanced air quality, reduced operating and maintenance cost and optimized compressor performance with 6000-hour separator life.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p><b>Instrument Panel:</b></p> <p>The V-TEC II™ system consists of an all-in-one I/O and LCD module.</p> <p>The module receives sensor information and modulates infinitely variable engine speed based on air demand. The module also presents system information including system hours, service intervals, air pressure, and oil temperature. The V-TEC II™ is IP66/67 weatherproof rated and features a 3.5-inch LCD display panel that is viewable in low and bright light conditions with 5 navigation buttons.</p> <p>V-TEC II™ System is equipped with torque-management technology providing soft-start PTO engagement which eliminates high torque spikes at start-up.</p> <p>The Vanair® V-TEC II™ Speed Control system utilizes a microprocessor in conjunction with solid state electronics and is designed with a chassis-specific plug and play wiring harness. Wiring harnesses shall be built in accordance with IPC WHMA-A-620C standards and use weatherproof connections and woven loom material. Harness to utilize sealed buss block design for all power and ground circuits eliminating all butt connections and splices. The V-TEC II™ controller is pre-programmed to specific applications based on engine, transmission, PTO gear ratio, and Vanair Underdeck model.</p> <p>PTO will disengage in case of high compressor temperature, over pressurization, over speed, under speed, and failure to set parking brake.</p> <p>The Vanair® V-TEC II™ presents troubleshooting information on the display to eliminate the need for external connections to a laptop and additional software.</p> <p>The V-TEC II™ Controller logs faults and fault conditions for easy troubleshooting diagnostics.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p><b>Cooling System:</b> Compressor air-to-oil cooling system shall allow rated air delivery and pressure operation continuously in 125°F ambient temperatures. Fan assembly to be solid-state brushless design with integral thermal protection. Cooler to be mounted in a powder coated sheet metal</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

enclosure with a fan assembly and utilize SAE O-ring fittings (No ABS plastic shrouding). When using the V-TEC IITM, a fan temp switch is not used. The RTD, thermal valve and V-TEC IITM, control the compressor cooling. A dual cooler shall be provided for 185 and 200 CFM at 150/200 PSI.	
<b>Controls:</b> Pneumatic inlet control valve shall be integrated into compressor system and automatically modulate output from 0 to 100% in response to air demand	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Driveline:</b> 2 1/2" 1310 series driveline with universal joint, yoke and companion flange.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Unit should include following:</b> Optical oil level sensor Thermal guard weather protection kit 50-hour service kit Filter/Lubricator/Regulator (FLR) Air Hoses, Hose Reels and fittings OSHA Safety Valve (Velocity Fuse) Tool Oiler/Lubricator	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Hose Reel:</b> Unit shall include a 50' 3/4 air hose with automatic reel and fittings mounted in location specified by the Goshen Central Garage: Bidder shall include routing hoses and plumbing from air compressor in a direction provided by the Goshen Central Garage	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>General:</b> The compressor shall be manufactured in an ISO 9001 certified quality system.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Warranty:</b> The air end is warranted for life when adhering to the prescribed maintenance schedule. This warranty does not cover damage caused by accident, misuse, or negligence. If the compressor unit is disassembled the warranty is void. All other parts including the compressor unit shaft seal are warranted for twelve months subject to the same conditions	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Service Centers</b> The air compressor manufacturer MUST have factory authorized service centers located in each state of the United States of America and Canadian Provinces.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Installation:</b> Systems must be installed by a factory authorized installation center.	<input type="checkbox"/> Yes <input type="checkbox"/> No

## ITEMIZED BID

### FOR THE PURCHASE OF TWO (2) SERVICE BODIES TO BE MOUNTED ON SINGLE AXLE CHASSIS

The original signed proposal must be submitted to the City of Goshen Clerk-Treasurer's Office, 202 South 5th Street, Goshen, Indiana 46528, by the specified due date and time to receive consideration. The Supplier certifies that the information provided by it in its offer is accurate and complete. The execution of this proposal is certification that the undersigned individual represents the Supplier and has read and understands the instructions, terms, conditions and specifications of this solicitation, and agrees to fulfill the requirements of any awarded contract at the prices offered. By executing this offer, the undersigned individual further certifies that they are duly authorized to execute contracts on behalf of the Supplier and have obtained all necessary or applicable approvals to make this contract fully binding upon the Supplier.

**Supplier:**

\_\_\_\_\_ Company Name

Print Name	Title	Signature
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**Address:** \_\_\_\_\_

**Telephone Number (s): Business:** \_\_\_\_\_ **Cell:** \_\_\_\_\_

**Acknowledgement of Addenda Number(s):** \_\_\_\_\_

The above Quoter hereby submits the following offer to meet all of the requirements in the Specification Documents for the following cost:

DESCRIPTION	PER UNIT PRICE	TOTAL BID:
<b>Two (2) Service Bodies to be Mounted on Single Axle Chassis</b> Year: _____ Make: _____ Model: _____		

**DELIVERY:** The goods, materials and/or equipment to be purchased for this project shall be delivered within nine (9) calendar months from receipt of a notice to proceed from the City. (Please refer to page 7, General Terms and Conditions, #1 Delivery; Liquidated Damages of this Specifications Document.)

**EXCEPTIONS**

Contractor shall indicate below whether the Contractor’s proposal contains any deviation from or exception taken to the stated Specification Documents.

Any product, materials or method that City, in its sole discretion, determines to be equal or better to that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended will be considered, provided the Contractor submits information that details how the method, goods, materials, and/or equipment offered for substitution will meet or exceed the minimum requirements of criteria and quality to that named in the Specification Documents.

Contractor is cautioned that any exception taken and deemed by City to be a material qualification or variance from the terms of the Specification Documents may result in this proposal being rejected as non-responsive.

In the absence of any stated deviation or exception, the proposal will be accepted as in strict compliance with all terms and conditions of the Specification Documents, and the Contractor shall be held liable for strict compliance.

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

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

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**BUSINESS CERTIFICATION**

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

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

The Contractor is operating as a (check one):

<input type="checkbox"/> Contractor is a SOLE PROPRIETORSHIP	<input type="checkbox"/> Contractor is a LIMITED LIABILITY PARTNERSHIP
<input type="checkbox"/> Contractor is a GENERAL PARTNERSHIP	<input type="checkbox"/> Contractor is a LIMITED LIABILITY COMPANY
<input type="checkbox"/> Contractor is a LIMITED PARTNERSHIP	<input type="checkbox"/> Contractor is a 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>.

**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: \_\_\_\_\_

**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 Specification Documents, including all Addenda. The undersigned authorized representative further certifies that he/she is duly authorized to submit this proposal and execute a contract on behalf of Contractor. Signature by the Contractor’s authorized representative constitutes execution of each any every Part of this Proposal.

**SIGNATURE MUST BE NOTARIZED**

Contractor’s Authorized Representative:

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

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

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

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

Witness my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public of \_\_\_\_\_ County, \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Commission Number: \_\_\_\_\_



## **EXHIBIT A – Sample Contract**

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

*[This space intentionally left blank]*

# SAMPLE CONTRACT

## PURCHASE AGREEMENT OF SERVICE BODY TO BE MOUNTED ON A SINGLE AXLE CHASSIS

THIS PURCHASE AGREEMENT (“Agreement”) is entered into on \_\_\_\_\_, 2024, which is the last signature date set forth below, by and between **OtherParty** (“Supplier”), whose mailing address is \_\_\_\_\_, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety (“City”).

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

### **Effective Date**

The Agreement shall become effective on the day of execution and approval by both parties.

### **Purchase;**

- (A) Subject to the terms and conditions set forth in this Agreement, Supplier shall provide to City the items, goods, materials, or equipment (hereinafter referred to as “Supplies”) as specified in accordance with the attached Specifications entitled “Detailed Specifications” attached as Attachment A.
- (B) In the event of any conflict between the terms of this Agreement and the terms contained in the Specifications (Attachment A) or Supplier’s Proposal (Attachment B), the documents shall be given precedence in order as listed (this Agreement first, Specifications second, and Proposal third).

### **Delivery**

- (A) Supplier agrees to deliver all supplies within nine (9) calendar months from the effective date of this agreement.
- (B) The Supplies shall be delivered FOB Destination to the following address:  
City of Goshen Central Garage  
230 Steury Ave  
Goshen, IN 46528
- (C) All deliveries shall be made Monday through Friday, excluding holidays, during normal business hours unless other prior arrangements are made with City.
- (D) Delivery date shall be the date the complete items, goods, materials, or equipment (“Supplies”), installed and/or ready to operate (if applicable), has been delivered to City.

- (E) To be accepted, the Supplies must successfully pass an inspection by City. The inspection shall include an operational test (if applicable) to ensure the Supplies meet both the specifications and are operable. Unless otherwise noted in the specifications, the inspection will be completed within fifteen (15) calendar days of the delivery date. Unless otherwise noted in the specifications, the warranty for the Supplies shall become effective on the date of acceptance. Acceptance also requires the delivery of all manuals, ownership papers, and a certificate of origin, if required, for the Supplies.

**Purchase Price; Payment**

- (A) City agrees to compensate Supplier for the Supplies provided in accordance with Supplier's proposal the sum of \$\_\_\_\_\_.
- (B) The invoice shall be sent to the following address, or at such other address as City may designate in writing.

City of Goshen Clerk-Treasurer's Office  
202 S. 5<sup>th</sup> Street  
Goshen, IN 46528
- (C) Payment will be made within forty-five (45) days following City's 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) Supplier is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.

**Inspection**

- (A) Supplier shall conduct final inspections on all Supplies prior to delivery to City. City has the right to inspect the Supplies to the extent practicable, at any time and place. If City determines as a result of inspection that the Supplies do not conform to all requirements of this Agreement, City may at City's sole option and discretion:
  - (1) require Supplier, at Supplier's sole cost, promptly to correct the defects to the non-conforming Supplies where practicable; or
  - (2) reject the non-conforming Supplies and require Supplier, at Supplier's sole cost, to complete the order by delivering conforming Supplies.
- (B) When the defects for any Supplies cannot be corrected practicably, City may at City's sole option and discretion:
  - (1) by contract or otherwise, correct the defects and charge Supplier any costs incurred by City directly related to the cost of correcting the defects; or
  - (2) reduce the Agreement compensation to reflect the reduced value of the Supplies.
- (C) If Supplier fails to correct performance or take necessary action to ensure future performance, in conformity with Agreement requirements, or when the defects for any Supplies cannot be corrected practicably, City may:

- (1) require Supplier to take necessary action to ensure that future performance conforms to Agreement requirements; and/or
  - (2) terminate the Agreement for default.
- (D) If, for any reason, City rejects the Supplies delivered by Supplier, City shall not be responsible for any shipping, restocking, or similar charges incurred by Supplier.
- (E) Any remedy provided by this section shall not limit City's other remedies available under this Agreement or as provided by applicable law.

### **Workmanship and Quality; Warranty**

Supplier shall guarantee and warrant the Supplies from date of acceptance through the duration of time as stated in the Detailed Specifications. Failure of any portion of the Supplies due to improper materials or workmanship, materials of construction or design may result, at City's option, in a refund to City of the purchase price of that portion which failed or, in the alternative, in replacement of that portion which failed at no cost to City, in addition to all other remedies provided by law and by this Agreement. City shall be the sole judge of the sufficiency of workmanship and quality of materials.

### **Independent Contractor**

Supplier shall operate as a separate entity and independent contractor of the City of Goshen. Any employees, agents or subcontractors of Supplier shall be under the sole and exclusive direction and control of Supplier and shall not be considered employees, agents or subcontractors of City. As such, Supplier is solely responsible for all taxes and none shall be withheld from the sums paid to Supplier. Supplier acknowledges that Supplier is not insured in any manner by City for any loss of any kind whatsoever. Supplier has no authority, express or implied, to bind or obligate City in any way.

### **Non-Discrimination**

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

### **Employment Eligibility Verification**

- (A) Supplier shall enroll in and verify the work eligibility status of all Supplier's newly hired employees through the E-Verify program as defined in Indiana Code § 22-5-1.7-3. Supplier is not required to participate in the E-Verify program should the program cease to

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

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

### **Contracting with Relatives**

Pursuant to Indiana Code § 36-1-21, if the Supplier 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, the Supplier certifies that Supplier has notified both the City of Goshen elected official and the City of Goshen Legal Department of the relationship prior to entering into this Agreement.

### **No Investment Activities in Iran**

In accordance with Indiana Code § 5-22-16.5, Supplier certifies that Supplier does not engage in investment activities in Iran as defined by Indiana Code § 5-22-16.5-8.

### **Indemnification**

Supplier shall indemnify and hold harmless the City of Goshen and City's agents, officers, and employees from and against (1) any and all liability, obligations, claims, actions, causes of action, judgments, liens, damages, penalties or injuries arising out of any intentional, reckless or negligent act or omission by Supplier or any of Supplier's agents, officers and employees; or (2) any defect in materials or workmanship of any supply, material, mechanism, or other product or service which Supplier or any of Supplier's officers, agents, employees, or subcontractors has supplied to City or has used in connection with this Agreement. Such indemnity shall include reasonable attorney's fees and all reasonable litigation costs and other expenses incurred by City only if Supplier is determined liable to the City for any intentional, reckless or negligent act or omission in a judicial proceeding, and shall not be limited by the amount of insurance coverage required, if any, under this Agreement.

### **Insurance**

- (A) Prior to commencing work, the Supplier 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. Supplier shall specifically include coverage for the City of Goshen as an additional insured for Employer's Liability, General Liability and Automobile Liability.

- (B) Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a material change in the policy.
- (C) Supplier shall at least include the following types of insurance with the following minimum limits of liability:
  - (3) Workers Compensation and Employer's Liability - Statutory Limits
  - (4) General Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
  - (5) Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
  - (6) Professional Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
  - (7) Excess Umbrella Coverage - \$1,000,000 each occurrence

### **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 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 Supplier fails to provide the Supplies or comply with the provisions of this Agreement, then Supplier may be considered in default.
- (C) It shall be mutually agreed that if Supplier fails to provide the Supplies or comply with the provisions of this Agreement, City may procure the same or similar items, goods, materials, or equipment from the open market. If the market price of those items, goods, materials, or equipment is greater than the Agreement price, Supplier shall be liable to City for the difference between the market price and the Agreement price, plus Supplier shall be liable to City for any incidental or consequential damages incurred by City as a result of Supplier's breach.
- (D) Supplier may also be considered in default by the City if any of the following occur:
  - (1) There is a substantive breach by Supplier of any obligation or duty owed under the provisions of this contract.

- (2) Supplier is adjudged bankrupt or makes an assignment for the benefit of creditors.
- (3) Supplier becomes insolvent or in an unsound financial condition so as to endanger performance under the Agreement.
- (4) Supplier becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
- (5) A receiver, trustee, or similar official is appointed for Supplier or any of Supplier's property.
- (6) Supplier is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Supplier unable to provide the Supplies described under this contract.
- (7) The contract or any right, monies or claims are assigned by Supplier without the consent of City.

**Termination**

- (E) The Agreement may be terminated in whole or in part, at any time, by mutual written consent of both parties.
- (F) City may terminate this Agreement, in whole or in part, in the event of default by Supplier.
- (G) 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 Agreement.

**Notice**

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

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

Supplier: OtherParty  
 \_\_\_\_\_  
 \_\_\_\_\_

**Subcontracting or Assignment**

- (A) Supplier shall not subcontract or assign any right or interest under the Agreement, including the right to payment, without having prior written approval from City. Any attempt by Supplier to subcontract or assign any portion of the Agreement shall not be construed to relieve Supplier from any responsibility to fulfill all contractual obligations.

- (B) In the event that City approves of any such subcontracting, assignment or delegation, Supplier shall remain solely responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. City shall have no obligation whatsoever toward such persons. Supplier shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve Supplier from any responsibility to fulfill all contractual obligations.

### **Amendments**

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

### **Waiver of Rights**

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

### **Applicable Laws**

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

### **Miscellaneous**

- (A) Any provision of this agreement 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 agreement. 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.
- (B) This agreement 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.
- (C) In the event legal action is brought to enforce or interpret the terms and conditions of this agreement, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.



**Severability**

In the event that any provision of the agreement 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 agreement shall not affect the validity or enforceability of any other provision of the agreement.

**Binding Effect**

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

**Entire Agreement**

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

**Authority to Bind Supplier**

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**  
**Board of Public Works and Safety**

**Supplier's name**

\_\_\_\_\_  
Gina Leichty, Mayor

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date