



**CITY OF GOSHEN, INDIANA
INVITATION FOR BID SPECIFICATION DOCUMENTS**

Description: Sixteen (16) 2025 Hybrid Explorer Police Pursuit SUV(s)
Due Date and Time: October 3, 2024.
Contact: Brandy L. Toms
Telephone Number: (574) 537-3816

CITY OF GOSHEN
PURCHASE OF UP TO SIXTEEN (16) 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 sixteen (16) 2025 Hybrid Pursuit SUV(s).

Specifications and Contract Documents may be obtained from:

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.

Specifications and Contract Documents may be obtained from the Goshen Clerk-Treasurer's Office at 202 South Fifth Street, Goshen, IN 46528 or the City of Goshen's website at <https://goshenindiana.org/bidding-opportunities>. The City shall not be responsible for documents obtained from any other source.

Sealed offers may be mailed or otherwise delivered to the Goshen Board of Public Works and Safety, c/o Clerk-Treasurer's Office, 202 South Fifth Street, Goshen, Indiana 46528, provided the proposal is received by **3:45 p.m. on October 3, 2024**. After 3:45 p.m. and up until **4:00 p.m. on October 3, 2024**, a bidder may personally deliver a sealed proposal to the Goshen Board of Public Works and Safety in the City Court Room/Council Chambers at the Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana. All proposals timely received will be publicly opened and read aloud by the Goshen Board of Public Works and Safety at the **4:00 p.m.** meeting on **October 3, 2024**. Any proposal received after the applicable deadline will be returned.

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. Contractual Terms and Conditions.

The Sample Contract following these Instructions contains the terms and conditions that will be part of the contract if a bidder's proposal is accepted by the City. No agreement modifying these terms and conditions shall be binding unless made in writing and signed by both parties. The Purchase Agreement will be finalized upon award of the bid and contract.

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

3. 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 legal@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.

4. Specifications

Providing false certification may result in the consequences listed in Indiana Code § 5-22-16.5-14, including considering the bidder as non-responsible, termination of the contract if awarded, as well as bringing civil action against the Contractor. 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 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 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 Bidder shall indicate their compliance with the detailed specifications by indicating either YES or NO after each applicable section on the 'Detailed Specifications' section. Indicating YES shall mean that the Bidder fully complies with the specifications as written; indicating NO shall mean an exception is being taken.

5. Exceptions.

The bid shall clearly detail in writing any deviation from or exception taken to the stated specifications. Any product, materials or method that the City of Goshen, in its sole discretion, determines to be equal or better to that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended will be considered, provided the Bidder submits information that details how the method, 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 Bidder shall be held liable for strict compliance.

6. 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.

7. Descriptive Literature.

Bidders shall submit with their offer the manufacturer's name of the product to be furnished, type, model numbers, manufacturer's descriptive bulletins and specifications. It is the Supplier's responsibility to clearly identify the 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.

8. Qualification of Bidders.

- A. Bidders 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. Bidders must demonstrate their qualifications and suitability to carry out the terms of the Specification Documents, and must have in their possession or available to them by formal agreement all labor, equipment, supplies and operational facilities which are necessary to provide the 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 Bidder does not satisfy the City that the Bidder is qualified to carry out the terms of the Specification Documents.

9. 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.

10. Business Certification.

The Bidder must complete the Business Certification page to identify the form of business organization the Bidder is operating under (i.e., sole proprietor, partnership, corporation, etc.). A foreign (out-of-state) corporation must be registered with the Indiana Secretary of State to do business in the State of Indiana. A foreign corporation not currently registered with the Indiana Secretary of State must agree to become registered as a contingency of being awarded a contract. Failure to register with the Secretary of State's Office may result in a determination that a corporation is non-responsible and a contract awarded to that corporation may be canceled.

11. Contracting with Relatives of Elected Officials.

In accordance with Indiana Code § 36-1-21, the bidder must complete and submit with their proposal the Nepotism Disclosure to disclose if the bidder is a relative of a City of Goshen elected official or if the bidder is a business entity that is wholly or partially owned by a relative of a City of Goshen elected official.

12. Investment Activities in Iran.

In accordance with Indiana Code § 5-22-16.5, by submitting a proposal, the bidder must complete and submit with their proposal the Investment Activities in Iran certification to certify if the bidder engages in investment activities in Iran as defined by Indiana Code § 5-22-16.5-8. Providing false certification may result in the consequences listed in Indiana Code § 5-22-16.5-14, including considering the bidder as non-responsible, termination of the contract if awarded, as well as bringing civil action against the Contractor.

13. 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.

14. Preparation and Submittal of Offers.

- A. Bidders must complete and submit all pages/forms requesting information that are included with this solicitation. Offers shall be typed or legibly printed in ink. The offer must be signed by an authorized representative of the Bidder. An offer may be

rejected if any required forms or information requested are incomplete or omitted and/or if an offer contains any alterations or erasures that are not initialed by the person signing the offer.

- B. All offers shall be submitted in a sealed envelope. The envelope must be labeled with the following information:
 - 1. Bidder's name and address;
 - 2. The words, "2025 or Newer Hybrid Explorer Police Vehicles"; and
 - 3. Date and time of opening (as indicated on the Invitation for Bids).
- C. If an offer is sent through the mail or other delivery system, the sealed envelope should be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of the outer envelope.
- D. In order to protect the integrity of the sealed 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.

15. 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.

16. 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.

17. 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.

18. Award.

- A. The City of Goshen reserves the right to reject any and all offers, delete any portions of the project, or to waive any informalities or irregularities in any offer received.
- B. In evaluating offers, the City may consider:

- (1) Whether the Bidder has submitted an offer that conforms in all material respects to the Specification Documents.
 - (2) Whether the Bidder has submitted an offer that complies specifically with the Specification Documents.
 - (3) Whether the Bidder has complied with all applicable statutes, ordinances, resolutions, or rules pertaining to the award of a contract.
 - (4) The qualifications of the Bidder, including the ability and capacity of the Bidder to provide the goods, supplies, materials and/or equipment described in the Specification Documents; the integrity, character, and reputation of the Bidder; and the competence and experience of the Bidder.
 - (5) Cost of the 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 Bidder provided a mutually agreed to contract is negotiated that is consistent with the terms and specifications of the Specification Documents.

The Bidder to whom a contract is awarded will be required to execute a written contract (See sample in Exhibit A) within fourteen (14) calendar days after award by the Board of Public Works and Safety.

GENERAL INFORMATION

IN GENERAL:

The purpose of this document is to provide minimum specifications for new Hybrid Explorer Police Pursuit SUVs that meet the needs and desires of the City of Goshen Police Department. It establishes essential criteria for the design, performance, equipment, and appearance of the Hybrid Explorer Police Pursuit SUVs. The objective is to provide a vehicle that is in accordance with nationally recognized guidelines. All Suppliers must meet all federal, state and local regulations regarding the manufacturing, licensing, and sale of vehicles within the State of Indiana.

The Detailed Specifications within this document are minimum specifications. Bidder 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. Bidders must submit with their bid a complete specification on the unit they purpose to furnish. Only original copies of vehicle specifications and literature are acceptable and must be provided with the bid. 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 Hybrid Explorer Police Pursuit SUVs 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. 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 Hybrid Explorer Police Pursuit SUVs shall be within a one hundred (100) mile radius of the City of Goshen, IN. Warranty period will start on the date the Hybrid Explorer Police Pursuit SUVs are put into service and shall be in effect for the terms specified in the 'Detailed Specifications' portion of this document. 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 Hybrid Explorer Police Pursuit SUVs (sixteen) shall be within twenty-six (26) 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. 5th Street, Goshen, Indiana, 46528.

DETAILED SPECIFICATIONS

2025 or Newer Hybrid Explorer Police Pursuit SUVs	Yes	No
Drive Train/Powertrain		
3.3L V6 Direct-Injection Hybrid Engine System		
Electric Power Assist Rack and Pinion Steering		
10 Speed Automatic Transmission, Suitable for Police Pursuit, Heavy Duty Transmission Oil Cooler		
3:73 axle ratio		
4-Wheel Vented Disc Drakes, ABS with Traction Control, Heavy Duty Police Brake Components		
All-Wheel Drive, Independent Front & Rear Suspension, Electronic Stability Control		
Battery Standard AGM		
Wheels/Tires		
255/60R18 Black Sidewall (BSW) Tires, DOT Approved Police Pursuit V Rated; Heavy Duty Steel Wheels and Center Caps, Full-Sized Spare with Tire Pressure Monitoring Sensor (TPMS)		
Wheels 18" x 8" 5 Spoke Painted Black Steel		
Exterior		
Color to Be: 15 Sterling Gray Metallic; 1 black		
Daytime Running Lights Configurable On/Off		
Door Lock Cylinders: Front Driver/Passenger and Lift Gate		
Interior		
Front Bucket Seats: HD Cloth Front Bucket Seats W/Rear Vinyl, Front Seats 6 Way Power		
Interior Color to Be Charcoal Black		
Black Vinyl Floor Covering Throughout		
Radio AM/FM With Blue Tooth Capable		
Cruise Control		
Rear Aux A/C		
Police options		
Dark Car Feature		
Front Headlamp Lighting Solution (ultimate wiring package 67U)		

	Yes	No
Tail Lamp Lighting Solution (ultimate wiring package 67U)		
Police Wire Harness Connector Kit (67V)		
Drivers Side LED Spot Light (Unity)		
Underbody Deflector Plate		
Rear Door Controls Inoperable		
Keyed Alike (Fleet Key Option)		
Police Idle Feature		
Lift Gate Release 45 Second Delay		
Steering Wheel: 4 Remappable Switches		
Two (2) 50 Amp Power/Ground Circuits Behind 2 Row Seating		
Console Mounting Plate		
Dash Pass-Through Opening for After Market Wiring		
Warrantee		
3 Year/36,000 Mile Bumper to Bumper		
5 Year /100,000 Mile Powertrain		
8 Year / 100,000 Mile Hybrid Unique Components		
Options		
Keyless Entry With four (4) Fobs		

ITEMIZED BID

Purchase of 2025 or Newer Hybrid Explorer Police Pursuit SUVs

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.

Company Name

Print Name

Title

Signature

Address: _____

Telephone Number (s): Business: _____ **Cell:** _____

Acknowledgement of Addenda Number(s): _____

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

ITEM NO:	ITEM NAME	QTY	UNIT PRICE	TOTAL BID:
1	Hybrid Explorer Police Pursuit – Sterling Grey Metallic	15		\$
2	Hybrid Explorer Police Pursuit – Black	1		\$
Total Bid				\$

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.

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 _____, 2024, 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 of sixteen (16) 2025 Ford Hybrid Explorer Police Pursuit SUV(s), fifteen (15) shall be in the color of Sterling Grey Metallic and 1 shall be in the color of Black. Vendor shall warranty the 2025 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 twenty-six (26) 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	Vendor's name
Attention: Legal Department	Individual's name
204 East Jefferson St.	Address
Goshen, IN 46528	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.

**City of Goshen
Board of Public Works and Safety**

Vendor's Name

Gina Leichty, Mayor

Name

Title

Date Signed: _____

Date Signed: _____