

# CITY OF GOSHEN, INDIANA



## INVITATION FOR BIDS SPECIFICATION DOCUMENTS

<b>Description:</b>	<b>Purchase of Street Sweeper</b>
<b>Department:</b>	<b>Street Department</b>
<b>Due Date and Time:</b>	<b>June 27, 2024 at 3:45 P.M.</b>
<b>Contact:</b>	<b>Brandy L. Toms</b>
<b>Email:</b>	<b><a href="mailto:brandytoms@goshencity.com">brandytoms@goshencity.com</a></b>
<b>Telephone Number:</b>	<b>(574) 537-3816</b>

## **CITY OF GOSHEN INVITATION FOR BIDS**

### **FOR THE PURCHASE OF A STREET SWEEPER**

The City of Goshen Board of Public Works and Safety is soliciting sealed offers for a 2024 or newer street sweeper for use in the City of Goshen's Street 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 Bidders and all contractual terms and conditions that are included in the Specification Documents. In addition to price, offers will be evaluated based on whether the Bidder is responsible, and if the Bidder's offer is responsive.

Offers shall be filed with the City of Goshen Clerk-Treasurer's Office, 202 South Fifth Street, Goshen, IN 46528 until 3:45 p.m. June 27, 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 Bidder. Award of contract is contingent on the availability of funds.

## **INSTRUCTIONS TO BIDDERS**

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

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

Before submitting an offer, the bidder shall carefully examine these Specification Documents to fully inform themselves with the limitations and conditions under which the 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.

### **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 [legal@goshencity.com](mailto: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.

### **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 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.

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.

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

If a bidder has an alternate offer that the bidder believes would meet the needs of the City of Goshen, the bidder may submit the alternate offer in addition to an offer based on the City's Specification Documents. An alternate offer will be individually considered as a voluntary alternate and will be subject to the approval and acceptance of the City. A voluntary alternate will not, however, be considered in the determination of the lowest responsible and responsive bidder unless City deems such an alternate to be equal or better than the requirements of the Specification Documents.

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

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.

#### **6. 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.

#### **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 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.

**9. 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.

**10. 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, "Street Sweeper"; 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.

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

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

**12. Alteration or Variation of Terms.**

The terms and conditions of the award will be those listed in this solicitation package and the resulting contract. It is mutually understood and agreed that no alteration or variation of the terms and conditions

of this solicitation or resulting contract shall be binding unless specifically agreed to in writing by the City. Further, no oral understanding or agreement shall be binding unless specifically agreed to in writing by the City.

**13. Opening of Offers.**

The offers received will be opened in public by the Board of Public Works and Safety at the time and place shown 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 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.
- D. The bidder to whom a contract is awarded will be required to execute a written contract (See sample in Exhibit A) within fourteen (14) calendar days after award by the Board of Public Works and Safety.

## GENERAL INFORMATION

### **IN GENERAL:**

The purpose of this document is to provide minimum specifications for 2024 or newer street sweeper that meets the needs and desires of the City of Goshen Cemeteries Department. It establishes essential criteria for the design, performance, equipment, and appearance of the street sweeper. The objective is to provide a street sweeper that is in accordance with nationally recognized guidelines.

The street sweeper, 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 street sweeper and equipment shall comply with all applicable laws in effect at date of contract for purchase.

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 15-18 calendar months from receipt of a notice to proceed from the City.

Offers are also being solicited for a certain optional item. The City reserves the right to select any, all or none of the optional offers. Offers for the optional item are not conditional on offers offered for the street sweeper.

These 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. 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.

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**DETAILED SPECIFICATIONS**

**SIX WHEEL REGENERATIVE AIR STREET SWEEPER with MID DUMP HOPPER**

**SECTION A - CHASSIS**

	<b>COMPLY</b>	
	<b><u>Yes</u></b>	<b><u>No</u></b>
<b><u>1.0 CHASSIS (202 4 Model year Freightliner M2 (Dual) OR EQUAL)</u></b>		
1.1 Chassis shall be conventional design with 33,000 GVW rating. State chassis make, model and point of manufacture:	_____	_____
1.2 Wheelbase shall not exceed 176 inches.	_____	_____
1.3 Cab to axle shall be not more than 110 inches.	_____	_____
1.4 Yield strength of the Rail, High Strength, 80 KSI, 9/32" X 3 7/16" X 10 1/8".	_____	_____
1.5 For safety, the rear of the sweeper shall be equipped with a rear adjustable bumper to provide under ride protection and maintains clearance from adjacent ground level containers.	_____	_____
1.6 Front tow hooks shall be provided	_____	_____
1.7 One - (1) 50-gallon fuel tank shall be easily accessible without raising or shifting any components. A fuel gauge, in cab, shall be supplied. Sight tube is not acceptable.	_____	_____
1.8 Diesel emissions shall be current EPA regulations and have a minimum capacity of 6 U.S. gallons diesel emissions fluid tank	_____	_____

**2.0 CHASSIS ENGINE**

	<b>COMPLY</b>	
	<b><u>Yes</u></b>	<b><u>No</u></b>
2.1 Cummins ISB 6.7-200 or equivalent, turbocharged diesel,	_____	_____
2.2 Truck engine shall be equipped with a single RH b-pillar vertical exhaust system.	_____	_____
2.3 The cooling system shall be protected to -34° F.	_____	_____
2.4 Engine shall be equipped with a 750-watt block heater.	_____	_____

**3.0 TRANSMISSION, AXLES, WHEELS & BRAKES**

	<b>COMPLY</b>	
	<b><u>Yes</u></b>	<b><u>No</u></b>
3.1 An Allison 2500 RDS series (or approved equal) automatic transmission shall be provided.	_____	_____
3.2 The single speed rear axle shall have a ratio of 7.17: 1 for proper sweeping speeds.	_____	_____
3.3 Front axle shall be 12,000 and be equipped with taper leaf front suspension and shock absorbers.	_____	_____
3.4 The rear axle shall be 21,000 lb.	_____	_____
3.5 For safety, and to allow the emergency interchange of tires at a job site, the front and rear tires and rims shall be interchangeable.	_____	_____
3.6 Tires shall be tubeless radial tires 14 ply 11R22.5 "G" load rated. The rear axle shall include dual tires for load capacity; singles will not be acceptable.	_____	_____
3.7 Rims shall be 10-hole steel hub piloted 22.5 x 8.25	_____	_____



- 3.8 Parking brake shall be spring applied rear wheel drum and shoe. \_\_\_\_\_
- 3.9 Brakes shall be full air brakes S Cam with an 18.7 CFM capacity compressor, with automatic slack adjusters and ABS. \_\_\_\_\_
- 3.10 Air system shall include a Bendix AD-9 air dryer with heater. \_\_\_\_\_

**COMPLY**

**4.0 CAB**

**Yes      No**

- 4.1 Maximum visibility, forward line of sight from the chassis front bumper to the point on the ground visible to the operator shall not exceed 8 feet for an SAE 98<sup>th</sup> percentile size operator. \_\_\_\_\_
- 4.2 Steering shall be full power with dual operator controls. \_\_\_\_\_
- 4.3 Passenger (RH) seat shall be adjustable, high back, air-suspension, Cordura cloth covered for air circulation and include 3-point seat belt. \_\_\_\_\_
- 4.4 Driver (LH) seat shall be high back, non-suspension, Cordura cloth covered for air circulation and include 3-point seat belt. \_\_\_\_\_
- 4.5 Sweeper shall include two (2) heated and remote control, outside west coast type mirrors with lower 8-inch convex lens for easy viewing of the side broom during sweeping. \_\_\_\_\_
- 4.6 To maximize operator visibility of the curb and sweeping gear, an 8" outside RH fender mirror shall be mounted forward of the front wheels. \_\_\_\_\_
- 4.7 For safety during night sweeping, switches shall be illuminated so that they can be readily identified without the use of the cab dome light. \_\_\_\_\_
- 4.8 Switches shall be clearly identified by name and symbol. \_\_\_\_\_
- 4.9 Cab interior environment shall be fully air-conditioned including a fresh air heater/ventilator/defroster. \_\_\_\_\_
- 4.10 Cab shall have full flow through ventilation for optimal temperature control and operator comfort. \_\_\_\_\_
- 4.11 Wipers shall have intermittent feature. \_\_\_\_\_
- 4.12 Interior of cab shall have acoustical insulation for low operating noise, automotive type trim, and center sweeper console. \_\_\_\_\_
- 4.13 Dash shall be faced with soft molded plastic. \_\_\_\_\_
- 4.14 All glass shall be tinted safety glass. \_\_\_\_\_
- 4.15 Each operator position shall have adjustable sun visor. \_\_\_\_\_
- 4.16 LH and RH doors shall be keyed alike. \_\_\_\_\_
- 4.17 Door windows shall be roll up type. \_\_\_\_\_
- 4.18 Side windows shall have defogger. \_\_\_\_\_
- 4.19 Cab shall include 12V power supply \_\_\_\_\_
- 4.20 Cab shall include two speakers, roof mounted antenna, and AM/FM radio equipped with Bluetooth. \_\_\_\_\_
- 4.21 Dual Electric horns shall be provided. \_\_\_\_\_

**COMPLY**

**5.0 INSTRUMENTS**

**Yes      No**

- 5.1 Chassis left side operator instrument panel shall be chassis OEM, full vision illuminated with tachometer, speedometer, odometer, trip odometer, hour meter, fuel gauge, water temperature gauge, oil pressure gauge, transmission temperature gauge, air pressure gauge, and volt gauge. \_\_\_\_\_

- 5.2 Chassis right side operator instrument panel shall be chassis OEM, full vision illuminated with tachometer, speedometer, fuel gauge, water temperature gauge, oil pressure gauge, transmission temperature gauge, air pressure gauge, and volt gauge. \_\_\_\_\_
- 5.3 Chassis engine instruments shall include warning light and chime for low coolant level and high coolant temperature to warn the operator of a potential problem before any damage to the engine occurs. \_\_\_\_\_
- 5.4 Console shall have left/right primary driver switch. \_\_\_\_\_
- 5.5 Hydraulic functions shall be controlled by rocker switches located in the cab mounted control panel. \_\_\_\_\_
- 5.6 Truck instruments shall include warning lights for battery. \_\_\_\_\_
- 5.7 All chassis console switches including transmission controls and all gauges shall be illuminated. \_\_\_\_\_
- 5.8 Intake mounted air restriction indicator with graduations. \_\_\_\_\_

**COMPLY**

**6.0 ELECTRICAL**

**Yes      No**

- 6.1 Batteries should be in an enclosed accessible environment for long life and ease of service. \_\_\_\_\_
- 6.2 Chassis shall have two (2) maintenance free batteries rated at not less than 1900 CCA total, 12 volts. \_\_\_\_\_
- 6.3 Chassis engine shall have a 275-amp alternator. \_\_\_\_\_
- 6.4 Chassis lighting shall include sealed multi-beam halogen headlights, stop lights, tail lights, backup lights, license plate lights, clearance lights, signal lights, illuminated gauges and instrument panel, and directional lights with hazard switch. \_\_\_\_\_

**SECTION B - SWEEPER MODULE**

**COMPLY**

**7.0 SWEEPER with SINGLE-ENGINE SYSTEM**

**Yes      No**

- 7.1 The sweeper shall be equipped with a variable speed device approved at 560 ft-lb of input torque and 240 (179 kW) of input power. A variable speed device eliminates the need for an auxiliary diesel engine in applications where a second power source have traditionally been required. The variable speed device uses the chassis engine to power the chassis propulsion and the sweeper components. \_\_\_\_\_
- 7.1.a The variable speed device shall be located between the chassis engine and the Allison transmission for maximum efficiency. \_\_\_\_\_
- 7.1.b The variable speed device shall be capable of directly driving hydraulic pumps without the use of auxiliary Power Take Offs (PTO's) or belt drive systems. \_\_\_\_\_
- 7.1.c The variable speed device shall be a planetary gearbox design; varies the input to output ratio. The system provides variable sweep speed operation through the chassis Allison transmission and also directs engine powered PTO for the sweeper components. \_\_\_\_\_
- 7.1.d The variable speed device "speed" control pump shall operate directly off the chassis engine coupling in all modes - "Work Mode" or "Road Mode". This pump shall provide variable operating flow - managing the ratio of input to output - for the variable speed device. The system shall include an electronic \_\_\_\_\_

control module which manages pump flow.

- 7.1.e The variable speed device shall operate directly off the chassis engine coupling in all modes - "Work Mode" or "Road Mode". For the sweeper, the variable speed device PTO shall power a blower drive and sweeper pump through a conventional drive shaft. \_\_\_\_\_
- 7.2 Sweeper with variable speed device shall not require an auxiliary engine and their associated EPA Tier 4 final emissions systems; Diesel Oxidation Catalyst (DOC), Diesel Particulate Filter (DPF) and/or Selective Catalytic Reduction (SCR) systems - maximizing cost avoidance for emissions systems maintenance and eliminating the need for untimely auxiliary engine emission regenerations. \_\_\_\_\_
- 7.3 To accommodate both easy access and sound attenuation, the front cowling shall be enclosed on both sides by two access doors, one on each side of the sweeper body. These doors provide access to serviceable items without tilting the hopper. \_\_\_\_\_

**COMPLY**

**Yes      No**

**8.0 BLOWER**

- 8.1 Blower shall be driven by a two (2) "V" groove power belt for maximum performance and simplicity of construction, with spring-loaded tensioner; not requiring repositioning of the auxiliary engine for adjustment. \_\_\_\_\_
- 8.2 Blower speed shall not exceed 3050 RPM to minimize strain on the drive system while still effectively conveying the bulk of material into the debris hopper; debris types such as but not limited to trash, sand, gravel, dirt, leaves and other organics. \_\_\_\_\_
- 8.3 Blower shall be a closed face turbine type, 33 3/8 in. diameter, with 9 vanes constructed of Hardox® steel for optimal combination of hardness and abrasion resistance for maximum service life. An open-faced fan will not provide adequate combination of air flow and vacuum and is not acceptable. Blowers constructed of material other than Hardox® steel will not be accepted. For longevity of the fan and maximum bearing life, the impeller must be balanced to within .5 ounce- inches. \_\_\_\_\_
- 8.4 The blower shall be constructed using a robotic arc welder for accuracy and repeatability to a minimum of 0.0225 in., including features such as touch sensing, weaving and seam tracking information to precisely lay a quality weld that's in accordance with AWS D1.1 standards. Blowers constructed from cast aluminum are not acceptable. \_\_\_\_\_
- 8.5 Blower housing shall have an inspection door for access to blower without removing the blower housing or looking into the air exhaust opening. \_\_\_\_\_
- 8.6 Blower housing shall not be an integral part of the hopper. Replacement of the blower housing must be possible without any cutting and/or welding of the housing and or hopper. \_\_\_\_\_

- 8.7 The blower shall be mounted and supported using a singular heavy-duty sealed bearing assembly. \_\_\_\_\_
- 8.8 The blower is mounted on a keyed & tapered shaft, with singular castle nut, for repeatability of balance and ease of replacement. \_\_\_\_\_
- 8.9 Replacement of the blower shall be service friendly; requiring minimal tools and can be removed independently of shaft support bearing. \_\_\_\_\_
- 8.10 The blower belt drive system shall be easily accessible and shall not require the removal of more than two (2) fasteners. \_\_\_\_\_
- 8.11 The blower belt change shall not require tools and shall not exceed five (5) minutes of labor. Belt tension shall not exceed 20 Hz. \_\_\_\_\_
- 8.12 The blower housing shall include Flow Blocker feature which provides automatic enhanced dust control through eliminating airflow prior to raising the pickup head for transport, reversing, and prior to deployment of sweep gear. \_\_\_\_\_
- 8.13 Flow Blocker feature shall use an effective method of shutting off system airflow via an automated, pneumatically actuated, butterfly valve located at fan housing exhaust/outlet; preventing dust and organics from blowing out from under the sweeper in instances prior to the pickup head breaking its seal with the sweeping surface. \_\_\_\_\_
- 8.14 The Flow Blocker feature shall eliminate the need for sweeping in reverse, with the pickup head lowered, during instances where fugitive dust is not desired. \_\_\_\_\_

**COMPLY**

**9.0 PICKUP HEAD**

**Yes      No**

- 9.1 The pickup head is a spring-supported, all steel fabricated pickup head with separated upper and lower chambers where pressurized air is blasted from the upper chamber through an elongated blast orifice, to the lower vacuum chamber. \_\_\_\_\_
- 9.2 The pickup head shall not be less than 90 inches wide and 30 inches long for a total area of 2700 square inches. \_\_\_\_\_
- 9.3 The pickup head shall have a minimum of 14-inch diameter pressure hose that connects the blower outlet with the pickup head. Urethane transition pieces between the pressure hose and the pickup head are not acceptable. \_\_\_\_\_
- 9.4 The pickup head shall have a minimum 13-inch diameter suction hose with a quick disconnect coupling at the lower end near the pickup head and the higher end near the hopper inlet. The quick disconnect enables the operator to inspect the suction hose as well as the inlet area of the pickup head without tilting the hopper. The steel portion of this suction tube shall be no shorter than 19 inches to enable smooth airflow transition from pickup head to debris hopper. \_\_\_\_\_
- 9.5 The pressure side shall be equipped with an in-cab steel cable-controlled pressure relief valve/vacuum enhancer/leaf bleeder no smaller than 116 square inches for optimum settings for leaf and light debris sweeping. \_\_\_\_\_
- 9.6 The suction chamber shall be equipped with a washout port that does not restrict the sizing of washout nozzle(s) used. \_\_\_\_\_

- |  |       |       |
|--|-------|-------|
| 9.7 The front and rear debris curtains shall be removable through the loosening of four (4) slotted bolts without removing the pickup head from the unit.  | _____ | _____ |
| 9.8 The pressure slot shall be rigid steel and adjustable without the use of curtains; protected by a steel ramp with Hardox wear plates.  | _____ | _____ |
| 9.9 Sweeping paths:<br>Pickup head only = 90 inches  | _____ | _____ |
| One side broom and pickup head = 117 inches  | _____ | _____ |
| Two side brooms and pickup head = 144 inches   | _____ | _____ |
| 9.10 The pickup head shall be equipped with side-mounted adjustable steel runners with carbide inserts with a minimum width of 1 1/8 inches for long life. Both LH and RH side-mounted steel runners shall be reversible and interchangeable to minimize inventory and maximize runner wear & usage. | _____ | _____ |
| 9.11 The pickup head shall be raised and lowered hydraulically by a rocker switch on the control panel inside the cab.   | _____ | _____ |

**COMPLY**

**10.0 SIDE BROOMS**

**Yes      No**

- |  |       |       |
|--|-------|-------|
| 10.1 The right and left side broom shall be a free-floating trailing arm design intended to prevent damage when sweeping and encountering a fixed obstacle. The trailing arm shall be of a parallelogram design for simple, non-binding action/motion and for constant bristle and wear pattern. | _____ | _____ |
| 10.2 The side brooms shall be 42-inch diameter minimum, with hydraulically driven rotation.  | _____ | _____ |
| 10.3 Brooms shall be pneumatically raised, lowered and suspended.  | _____ | _____ |
| 10.4 Adjustable down pressure shall be pneumatically controlled by the operator from the cab in order to maintain proper surface contact consistently during vertical broom travel.  | _____ | _____ |
| 10.5 The broom hydraulic motor drive shall provide not less than 6045 in-lbs. of torque for superior digging power and speed.  | _____ | _____ |
| 10.6 The side broom assemblies shall have greaseless pivot pins, and only one (1) grease zerk for the side-to-side tilt plate.   | _____ | _____ |
| 10.7 The side broom assemblies shall be held in the storage position by a positive means to support broom during travel.   | _____ | _____ |
| 10.8 Each side broom shall be controlled from in the cab by rocker switches.   | _____ | _____ |

**COMPLY**

**11.0 HOPPER**

**Yes      No**

- |   |       |       |
|---|-------|-------|
| 11.1 Volumetric capacity shall be 8 cubic yards class hopper with all fore-and-aft edges being minimum of 6" radius to provide ease of cleaning and debris evacuation.  | _____ | _____ |
| 11.2 Hopper shall be constructed of 10-gauge steel sides, and ¼ in. steel floor.  | _____ | _____ |
| 11.3 The hopper floor angle when dumping shall be a minimum of 50°. Dumping shall be accomplished by tilting the hopper via two (2) single-stage telescoping cylinders. | _____ | _____ |
| 11.4 The hopper shall have external hopper props. No exception to this feature shall be accepted.   | _____ | _____ |
| 11.5 The hopper inlet shall be a bolt-on design, external of the hopper for ease of replacement.  | _____ | _____ |

- 11.6 A removable, steel deflector shall be located at the suction inlet. This deflector is to direct material to the rear-center of the hopper for optimal loading. \_\_\_\_\_
- 11.7 The hopper rear door shall be locked by 2 hydraulic cylinders. The hopper door shall open first prior to tilting the hopper. The hopper rear door should open at a minimum angle of 100°. The City of Goshen has evaluated many styles and considers this design to be the most effective for dumping and cleaning. No exceptions to this requirement will be acceptable. \_\_\_\_\_
- 11.8 Dump control shall consist of weatherproof toggle switches located on the exterior right side of sweeper along with optional in-cab dump switches - hopper raise/lower and hopper door open/close - shall also be available. \_\_\_\_\_
- 11.9 The rear hopper door shall have an external door prop. No exception to this feature shall be accepted. \_\_\_\_\_
- 11.10 The hopper rear door shall include an automatic locking-pins mechanism for a tight fit and optimal sealing between the hopper and the rear door. Removable spacers shall be provided to easily adjust the hopper door to retain a tight seal throughout the useful life of the door seal. \_\_\_\_\_
- 11.11 The rear door seal shall be a water resistant heavy-duty reinforced D style rubber seal for optimal sealing. Foam seals that can absorb moisture and freeze are not acceptable. \_\_\_\_\_
- 11.12 A single screen assembly with total surface area of 3970 square inches, constructed of not less than 11-gauge steel, shall be installed to allow air to move freely from the hopper into the centrifugal dust separator. The hopper screen shall be hinged and easily lowered via a pneumatically controlled cable drop-down system for easy cleaning and inspection without tools or pin's removal. Standard screen drop system must be controlled from outside the hopper for safety. \_\_\_\_\_
- 11.13 Hopper to have lifetime liner or be stainless steel \_\_\_\_\_

**COMPLY**

**Yes      No**

**12.0 DUST SEPARATOR**

- 12.1 10.1 Dirt separation from the air stream shall be accomplished by means of a centrifugal style dust separator that is installed external to the hopper and bolted on for ease of servicing and replacement. The separator shall be designed so that it will not plug with debris. \_\_\_\_\_
- To allow inspection and cleaning of the separator interior, the dust separator
- 12.1.a shall have minimum of two hinged inspection doors. Both doors are self-opening when tilting the hopper. \_\_\_\_\_

**COMPLY**

**Yes      No**

**13.0 SPRAY WATER SYSTEM**

- 13.1 The water tank shall be a removable, 265 gal. total capacity. Constructed of rust-proof polyethylene. \_\_\_\_\_
- 13.2 The water tank shall be frame mounted with no part sharing any common wall with the hopper and shall not rise during hopper dumping for better weight distribution. \_\_\_\_\_
- 13.3 A 16 ft. 8-inch fill hose with NST coupling with strainer shall be supplied. \_\_\_\_\_
- 13.4 An external water level gauge that is visible from the operator's position shall be provided. \_\_\_\_\_
- 13.5 All water lines shall be color coded for easy identification. \_\_\_\_\_

- |   |       |       |
|---|-------|-------|
| 13.6 The water filter must be accessible and cleanable from ground level without tilting the hopper. A ball valve must be provided at the filter inlet to allow cleaning of the filter without the loss of water from the water tank. | _____ | _____ |
| 13.7 All water piping shall be external to the operator cab. No water lines capable of leaking or bursting shall be within the cab.   | _____ | _____ |
| 13.8 Three (3) water spray nozzles are located at each side broom for optimal dust control. A pivoting bracket is provided to allow for optimum positioning of the side broom spray nozzles.  | _____ | _____ |
| 13.10 Three (3) removable water spray nozzles are located at the lower portion of the suction hose for lubrication of the suction hose and to further enhance dust control.   | _____ | _____ |
| 13.11 One (1) electric 12-volt, diaphragm type pump will provide a capacity of 4 GPM to the pickup head, the suction hose and the side brooms. The system pressure shall be sized for 40 PSI operation.                               | _____ | _____ |
| 13.12 Water pump must have two flow rates, selectable by the operator from within the cab and capable of running dry without damage.  | _____ | _____ |
| 13.13 Water system shall be capable of winterization without the use of an air purge system.  | _____ | _____ |

**COMPLY**

**Yes      No**

**14.0 HYDRAULIC SYSTEM**

- |  |       |       |
|--|-------|-------|
| 14.1 Hydraulic pump shall be a gear driven, gear style pump for maintenance free operation, having a flow capacity of 7.0 GPM@2100 RPM and 8.3 GPM@2500 RPM.                             | _____ | _____ |
| 14.2 Reservoir capacity shall be not less than 11 gallons and have an exterior sight gauge. The reservoir must be located for quick inspections without tilting the hopper.              | _____ | _____ |
| 14.3 All hydraulic circuits shall have quick disconnect pressure check ports for ease of maintenance.  | _____ | _____ |
| 14.4 Hydraulic oil cooler shall be standard to provide adequate cooling with fresh air intake and accessible without raising the hopper. The hydraulic system shall operate below 200°F. | _____ | _____ |
| 14.5 To minimize the hazards of potential leakage, all high-pressure fittings shall be O-Ring Face Seal (ORFS) type. Other systems shall not be acceptable.                              | _____ | _____ |

**COMPLY**

**Yes      No**

**15.0 PNEUMATIC SYSTEM**

- |   |       |       |
|---|-------|-------|
| 15.1 There shall be a PR4 protector type pressure protector for the chassis air system.   | _____ | _____ |
| 15.2 All pneumatic cylinders shall be interchangeable.  | _____ | _____ |
| 15.3 All pneumatic cylinders must be rated to 150 PSI and have a separate rod seal and wiper to prevent contamination entering the cylinder.    | _____ | _____ |
| 15.4 Each cylinder shall be controlled by a single, two position, solenoid valve mounted on a manifold with common input and exhaust.           | _____ | _____ |
| 15.5 There shall be a filter with a polycarbonate bowl to filter out contaminants down to 5 microns to prevent contamination in the air system. | _____ | _____ |

**16.0 ELECTRICAL SYSTEM**

**COMPLY**

**Yes      No**

16.1 Sweeper shall have an electronic back-up alarm for additional warning and safety when chassis is in reverse.

\_\_\_\_\_

16.2 Sweeper shall have a rear facing back-up camera for additional safety and operator awareness of surroundings.

\_\_\_\_\_

16.3 Sweeper shall have a pickup head camera for visibility of the front of the pickup head while sweeping.

\_\_\_\_\_

16.4 Sweeper lighting shall include rear identification lights and rear clearance lights.

\_\_\_\_\_

16.5 Sweeper warning lights shall include hopper up and hopper door open (when equipped with in-cab tilt), screen down, and hopper full load.

\_\_\_\_\_

16.6 Sweeper wiring harnesses shall be color-coded and "function stamped" with appropriate circuit name every four inches, i.e. "Ignition", "Side Broom" on each wire.

\_\_\_\_\_

16.7 All electrical circuits must be protected by automotive style blade fuses.

\_\_\_\_\_

**COMPLY**

**Yes      No**

**17.0 CONTROLS**

17.1 All sweeper controls shall be mounted on a stationary central console that allows for use and visibility from either right or left operating positions.

\_\_\_\_\_

17.2 The controls shall include sweep, spray water and lighting functions.

\_\_\_\_\_

17.3 The controls for sweeping, spray water, and lighting functions shall be rocker switches.

\_\_\_\_\_

17.4 Controls for auxiliary engine ignition and throttle, side broom down pressure shall be located in the control console.

\_\_\_\_\_

17.5 Controls for the auxiliary engine throttle is a pre-set rotary knob, and shall include individual settings for "idle," "light," "medium," "medium/heavy," and "heavy" to provide clarity to the operator of proper throttle setting for any given application.

\_\_\_\_\_

17.6 Controls for sweep system shall include sweep/resume feature; allowing the automatic raise when chassis transmission gear selector is put into reverse of side brooms and pickup head.

\_\_\_\_\_

**COMPLY**

**Yes      No**

**18.0 PAINT**

18.1 All visible exterior metallic surfaces shall be coated prior to assembly with polyester powder coat. The paint must be a minimum of 2 mils thick. The uses of acrylic enamels and/or polyurethanes are not acceptable.

\_\_\_\_\_

18.2 Color shall be "White".

\_\_\_\_\_

**COMPLY**

**Yes      No**

**19.0 MANUALS**

19.1 An operation manual shall be provided. Electronic version acceptable.

\_\_\_\_\_

19.2 A parts and service manuals shall be provided. Electronic version acceptable.

\_\_\_\_\_

**COMPLY**

**Yes      No**

**20.0 WARRANTY**



- |   |       |       |
|---|-------|-------|
| 20.1 Manufacturer's warranty shall be not less than one (1) year on entire sweeper, including all parts and labor. This shall include pick-up and delivery. | _____ | _____ |
| 20.2 Manufacturer's warranty shall be not less than three (3) years on chassis engine, including all parts and labor.                                       | _____ | _____ |
| 20.3 Manufacturer's warranty shall be not less than lifetime protection against rust-through of the water tank.   | _____ | _____ |

**COMPLY**

**Yes**      **No**

**21.0 SERVICE AND TRAINING**

- |  |       |       |
|--|-------|-------|
| 21.1 A qualified technician shall provide complete training to all personnel at the Garage and Street department operators. Training shall include safety, operation, maintenance and service. | _____ | _____ |
|--|-------|-------|

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# ITEMIZED BID

## Purchase of Street Sweeper

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

\_\_\_\_\_

<b>Print Name</b>	<b>Title</b>	<b>Signature</b>
-------------------	--------------	------------------

**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.		TOTAL BID:
1	<b>2024 or newer street sweeper</b> Year: _____ Make: _____ Model: _____	

**DELIVERY:** The goods, materials and/or equipment to be purchased for this project shall be delivered within 15-18 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 bidder will negotiate a contract incorporating the City's specifications and addressing other legal issues beyond the specifications.

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**\*\*\*SAMPLE CONTRACT\*\*\***

**PURCHASE AGREEMENT OF 2024 OR NEWER STREET SWEEPER**

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 15-18 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

All deliveries shall be made Monday through Friday, excluding holidays, during normal business hours unless other prior arrangements are made with City.

- (C) 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. 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 Street Department  
475 Steury Ave  
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**

Unless otherwise stated in the Specifications, Supplier shall guarantee the Supplies for a period of one hundred eighty (180) days from date of acceptance. 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:
  - (1) Workers Compensation and Employer's Liability - Statutory Limits
  - (2) General Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
  - (3) Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate

- (4) Professional Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
- (5) 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.
- (B) 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.
- (C) Supplier may also be considered in default by the City if any of the following occur:
  - (1) There is a substantive breach by Supplier of any obligation or duty owed under the provisions of this contract.
  - (2) Supplier is adjudged bankrupt or makes an assignment for the benefit of creditors.
  - (3) Supplier becomes insolvent or in an unsound financial condition so as to endanger performance under the 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**

- (A) The Agreement may be terminated in whole or in part, at any time, by mutual written consent of both parties.
- (B) City may terminate this Agreement, in whole or in part, in the event of default by Supplier.
- (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 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:  
*Intentionally left blank*

**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**

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Gina Leichty, Mayor

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Name

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Title

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Date

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Date