

LAGRANGE COUNTY HIGHWAY DEPARTMENT



REQUEST FOR PROPOSALS FOR TRUCK CHASSIS

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Please carefully read this entire Request for Proposals packet, as many of the processes, instructions, rules, and specifications have been recently modified.

Proposals must be received by **8:30 a.m. local time on Monday, March 20, 2023** (“Deadline”). Submitting a proposal indicates acceptance of all RFP terms and conditions.

EXECUTIVE SUMMARY: LaGrange County desires to purchase two (2) identical current-year tandem-axle truck Chassis for which the County will eventually look to outfit in various ways (e.g., snowplows) as part of a separate purchase project. The County has appropriated the money necessary for the purchase and is seeking conforming proposals for their purchase. A required Proposal Form and draft form of the final Agreement are also provided.

Thank for your attention and cooperation!

/s/ Aaron Fugate,

Highway Supervisor

NOTICE TO OFFERORS

Notice is hereby given that LaGrange County, Indiana, by and through its Board of Commissioners and on behalf of its Highway Department, makes a Request for Proposals (“RFP”) for the following:

1. Two (2) identical current-year tandem-axle truck Chassis.

All of the above is to be in accord with the terms of the RFP. Owner will receive Proposals at the Office of the Highway Supervisor, c/o Aaron Fugate at 300 E. Factory St., LaGrange, IN 46761 or by email at afugate@lagrangepublicworks.org until 8:30 a.m. local time on Monday, March 20, 2023 (“Deadline”).

Detailed general instructions, rules, and product specifications are in the full RFP packet, which may be obtained at the office identified above during regular business hours (8:00 a.m. - 4:00 p.m.). All such requirements and terms are hereby incorporated into this Notice by reference.

/s/ Kathryn Hopper

LaGrange County Auditor

[Instructions to Publisher: Attached is a Notice to Offerors on behalf of LaGrange County announcing the issue of a Request for Proposals for truck chassis. Please have the Notice published twice in both LaGrange newspapers at least one week apart as soon as possible, with a guaranteed final publication date on or before Monday, March 13.]

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INSTRUCTIONS TO OFFERORS

1. Definitions.

- A. Whenever the following terms are used throughout the Contract Documents, they shall have such meanings herein ascribed to them unless the context clearly indicates or requires a different meaning. Owner has final authority in deciding the meaning of these terms.
- “Agreement” means, whether in draft or executed form, the document in the RFP titled as such and containing the composite of the contractual negotiations and understandings between Owner and Winning Offeror with respect to the Project, including all its attachments, schedules, and exhibits, as may be amended from time to time.
 - “Applicable Law” means all laws, constitutions, codes, ordinances, rules, regulations, orders, awards, permit terms, license terms, authorizations, judgments, injunctions, writs, decrees, applicable ethical standards, and any respective amendments thereto, of any government or quasi-government entity having jurisdiction over the Project inasmuch as they may affect the cost, progress, and performance of the Project.
 - “Breach” means any omission or failure by Contractor to perform a duty under the Contract Documents or as required by applicable law; the failure of Owner to timely pay any amount due under the Contract Documents is instead treated in the Payment section of the Agreement.
 - “Change Order” means a written instrument issued on or after the Effective Date that amends the Contract Documents and is signed by authorized representatives of both Parties.
 - “Chassis” means the Chassis designed and manufactured in accord with the Specifications that includes all other essential or designated Parts related thereto and will be used for later outfitting as a separate initiative; it is the key deliverable for the Project.
 - “Contract Documents” refers to and includes the following documents, as applicable, and further includes all exhibits, appendices, attachments, schedules, maps, drawings, and mutually-signed addenda thereto:
 - the Agreement;
 - the Notice of Award;
 - this RFP, including the Instructions to Offerors and the Specifications;
 - the completed Proposal Form;
 - the manufacturer Equipment and Chassis installation and use instructions;
 - the Indiana Law Affidavit;

- any required Proposal Bond; *and*
- the Qualification to Do Business in Indiana form.
- “Contract Price” means the Lump Sum price on the Winning Offeror’s Proposal Form to be paid by Owner to Contractor, except as may be modified by any proposed discount, the Agreement, any Change Order, remedy for Breach, amendment, or judicial order.
- “Contractor” means the Winning Offeror with whom Owner has executed the Agreement; the term also includes, except to the extent such use would be clearly inappropriate, Personnel and Subcontractors of whatever tier; their respective suppliers, consultants, third-party laborers, and other agents; their respective parent and subsidiary companies; and their respective owners, partners, directors, officers, employees, agents, representatives, successors, and assigns of all of the foregoing.
- “Contractor’s Project Representative” means the Person designated on the Proposal Form to represent the Winning Offeror (in the capacity as a Contractor) in a binding manner on a daily basis throughout the Project.
- “County” means LaGrange County, Indiana and includes:
 - the political subdivision of the State of Indiana specified in IC § 36-2-1-1(44);
 - the County Commissioners, including officers and agencies thereof; *and*
 - the corporate area within such political subdivision.
- “Cure Period” means the time period allotted under the Contract Documents after which a Breach will give rise to the non-breaching Party to a right to terminate the Agreement.
- “Deadline” means the time fixed in the Notice to Offerors for opening the Proposals and beyond which time newly received Proposals must generally be returned unopened.
- “Defective,” with respect to the Work or the Chassis, means the Work or a Chassis that is insufficient, unsatisfactory, or faulty such that they:
 - do not conform to the Contract Documents;
 - do not meet the requirements of any applicable inspection, reference standard, test, or Approvals referred to in the Contract Documents; *or*
 - have been damaged prior to Project Manager’s recommendation for final payment.
- “Delivery” means the situation in which the Project Manager, after a final inspection, has declared that the Chassis have been satisfactorily delivered and all Work is complete and satisfactory in accordance with the Contract Documents, and after the conveyance to the Project Manager of all Submittals required under the Contract Documents. Notwithstanding anything in the previous sentence to the contrary, Delivery is not affected by any protracted maintenance contract, warranty, or training obligation.

- “Delivery Date” means the scheduled date for Delivery, plus any extension thereof by Change Order.
- “Delivery Site” means the County Highway Building, 300 E. Factory St.
- “Effective Date” means, except as may be otherwise indicated in the Contract Documents, the date when the Agreement was last signed and delivered to all Parties.
- “Equipment” means the materials, tools, machinery, appliances, intellectual property (other than the Contract Documents and Submittals), temporary facilities, and other items that have been purchased, procured, or provided by Contractor pursuant to the Contract Documents for the Project but that have not been contemplated to become the property of Owner.
- “Force Majeure Event” means any event that causes any failure of or delay in the performance of the Contract Documents for the period that such failure or delay:
 - is beyond Contractor’s reasonable control;
 - materially affects performance of any obligation under the Contract Documents; and
 - could not have been reasonably foreseen or provided against;
 such as war, floods, earthquakes, epidemics, and certain labor disputes as described above but not including failure or delay resulting only from general economic conditions or other general market effects.
- “IC” stands for the Indiana Code, the official state legislative code of the State of Indiana, and then refers to the applicable chapter or section thereof.
- “Invoice” means Contractor’s application or claim for payment that is submitted to Owner or Project Manager, which, while subject to approval by Owner as to form, always minimally includes supporting evidence of completed Work and purchased Parts.
- “Lump Sum” means an amount that includes all Work, Parts, Submittals, Equipment, and all other included costs for the Purchase of the Chassis in accord with the Contract Documents.
- “May” means, with respect to a designated power in the Contract Documents, that the Person indicated can choose to exercise, or refrain from exercising, the power for any reason or no reason and in its sole and absolute discretion.
- “Milestone” means a particular event, portion, or stage of the Project by which completion, Contractor significantly advances the status of the Project prior to substantial completion; the term specifically includes any item identified as such in the Contract Documents.
- “Notice of Award” means the written notice provided by Owner to the Winning Offeror stating that the Winning Offeror has been selected by Owner to enter into the Agreement;

in a case where the Agreement has been executed without such notice, the term instead refers to the Agreement.

- “Notice to Offerors” means the notice that Owner caused to be published in a locality newspaper and/or sent directly to selected Offerors in accord with Applicable Law that introduced, among other things, the Project, the procurement process, the RFP, and the Deadline.
- “Notice to Proceed” means a written notice given by Owner to Contractor that fixes the dates within which Contractor must commence the Work or else be in Breach.
- “Offeror” means a person who submits a conforming Proposal in response to the RFP or who is invited by Owner to do so.
- “Owner” means the individual or entity under whose authority the RFP was issued and for whom the Project is to be performed.
- “Parts” means all goods, supplies, products, materials, tools, software, tangible property, intellectual property (other than Contract Documents and Submittals), and other items that make up the Chassis or have otherwise been purchased or provided by Contractor pursuant to the Contract Documents that are contemplated to become the property of Owner.
- “Party” means either Contractor or Owner, as indicated.
- “Person” means any individual or entity, such as, but not limited to, a partnership, firm, joint venture, limited liability company, corporation, cooperative, association, joint stock company, business trust, trust, estate, or governmental entity; the term also includes any legal representatives, agents, and permitted assigns thereof except where such inclusion would create a substantial injustice.
- “Personnel” means Contractor’s principals, employees, officers, representatives, and their respective agents; provided, however, that the term does not include any Subcontractor.
- “Post-Award Requirements” means the furnishing of all documents that are required to be submitted to Owner after the Notice of Award in accord with the Proposal and the RFP, as may have been modified by any subsequent negotiations.
- “Progress Schedule” means a document that identifies the various Milestones, indicates approximate dates for their start and completion, and their current completion status.
- “Project” means the enterprise identified by Owner in the Notice to Offerors that is to be accomplished by engineers, contractors, consultants, and other Persons, including study, design, planning, construction, testing, commissioning, and start-up in accord with the Contract Documents; the term includes, and is the result of, furnishing the Chassis and performing or providing all Work, Equipment, and Submittals necessary therefor.

- “Project Manager” means the person designated by Owner for representing Owner’s interests throughout the Project and for administering and supervising the procurement process and subsequent contract; the term includes any other agent of Owner to whom such authority has been delegated.
- “Proposal” means an offer in response to the RFP that is submitted by an Offeror to Owner to complete the Project.
- “Proposal Bond” means a bond or certified check made payable to Owner in accord with Applicable Law to protect Owner from loss against a former Winning Offeror where such Person has failed to comply with the procurement process.
- “Proposal Form” means the form prepared by Owner as part of the RFP on which an Offeror submits, among other things, its proposed Lump Sum, substitutions, and exceptions that, to the extent accepted by Owner, form part of the Contract Documents.
- “RFP” stands for “Request for Proposals” and refers to this solicitation, which is comprised collectively of the title pages, the Notice to Offerors, the Instructions to Offerors, the Specifications, the draft form of the Agreement, and the Proposal Form, and includes any exhibit, appendix, attachment, schedule, map, drawing, and addendum related thereto.
- “Shall” indicates that an associated provision is mandatory; provided, however, that if used with a term of negation, the associated provision is prohibited.
- “Specifications” is the part of the RFP consisting of physical characteristics, functional characteristics, appearance, quality, scope, and requirements for the Chassis, Equipment, Submittals, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
- “Subcontractor” is any Person retained by Contractor as an independent third party to perform a portion of Contractor’s duties on the Project; the term includes, except to the extent such use would be clearly inappropriate, suppliers, consultants, laborers, and other agents; their respective parent and subsidiary companies; and their respective owners, partners, directors, officers, employees, agents, representatives, successors, and assigns of all of the foregoing.
- “Submittal” means any written document prepared by Contractor that the Contract Documents explicitly or implicitly requires Contractor to submit to the Project Manager and/or Owner, or that is otherwise explicitly designated as a “Submittal” in the Contract Documents; provided, however, that the term does not include any Contract Documents, Change Order, Invoice, notice, or request for interpretation or clarification.
- “Winning Offeror” means the Person to whom Owner has given, but only to the extent Owner has not retracted, a Notice of Award with respect to the Project.

- “Work” means, in general, the design, procurement, manufacture, Delivery, installation, training, maintenance, inspection, and repair of the Chassis and other services required or fairly implied by the Contract Documents.

2. Procurement Process.

- A. Owner/Project. With this Request the Proposals, the Board of Commissioners of the County of LaGrange, Indiana, as Owner, on behalf of the Highway Department, seeks Proposals from prospective Offerors to furnish two (2) truck Chassis, as further described in this RFP.
- B. Administration. The County’s Highway Supervisor will administer the procurement process and this RFP on behalf of Owner and serve as Owner’s representative. The Project Manager may be contacted at:
- Aaron Fugate, Highway Supervisor
LaGrange County Highway Building
300 E. Factory St.
LaGrange, IN 46761-1599
(260) 499-6406
afugate@lagrangecounty.org
- C. Proposal Documents. Offerors may contact the Project Manager for a copy of the RFP. The Project Manager will try to make the documents available on the County website at: <https://www.lagrangecounty.org/>. A reasonable fee will be charged to recover the costs of any printout or USB drive provided to any Offeror.
- D. Questions. Each Offeror may submit a question by phone or email to the Project Manager concerning this RFP or the procurement process at any time. Questions relating to the RFP should reference the page and item concerned. The Project Manager may answer all inquiries privately but will limit responses to existing or accessible public knowledge.
- E. Addenda. Should the Project Manager determine that a clarification is necessary or helpful, the Project Manager will issue an addendum to this RFP to all known Offerors. If an Offeror has received this RFP from a source other than the Project Manager, the Offeror must ensure that no addenda have been issued before submitting a Proposal.
- F. Suggestions. Each Offeror who believes it can improve the terms of the RFP may suggest amendments no later than three (3) days before the Deadline. If the Project Manager should accept the suggestion, the Project Manager will issue an addendum that revises the RFP.
- G. Concerns. Each Offeror who has concerns regarding the form or content of the RFP, the Specifications, or the award of the Project should direct the concern to the Project Manager as soon as possible in order to maximize the Offeror’s potential remedies. In doing so, the

Offeror must provide a detailed description of the specific grounds for the concern, any supporting legal or factual documentation, and any specific relief requested.

- H. Good Faith. Owner will act in good faith at all times throughout the procurement process. All Offerors will be accorded fair and equal treatment and equivalent information.
- I. Costs. Each Offeror will be responsible for all of its costs (e.g., travel, Equipment, and presentation materials) associated with the RFP, any Proposal, or contract negotiations.
- J. Deadline. The Notice to Offerors indicates the Deadline. All Proposals must be received at the address indicated on or before the Deadline or else will be returned without consideration, unless an unfair competitive advantage would not result. No Proposal will be announced or made available for public inspection until an award has been made.
- K. Negotiations. In order to allow for Owner to obtain best and final offers from, responsible Offerors, Owner may conduct interviews and discussions with Offerors who have submitted a Proposal by the Deadline. In conducting negotiations, information derived from Proposals submitted by competing Offerors will be used, but the identity of the Offeror providing the information will not be disclosed to others.
- L. Selection. Owner will consider each Proposal based on criteria provided in this RFP. Owner may award a contract based on the initial Proposals, without further negotiations. Owner will not be deemed to have conclusively selected a Proposal until the Agreement has been successfully negotiated and signed by all parties.
- M. Contract. Owner will collaborate with the Winning Offeror to negotiate any remaining discrepancies between its Proposal and the draft form of the Agreement, during which time is of the essence. The Parties will then execute the Agreement. For more details, see the “Post-Award Requirements” section. If final contract negotiations should break down with the Winning Offeror, Owner may cancel the procurement process or select another Offeror.
- N. Register. A register of Proposals will be prepared and be made open for public inspection after contract award.

3. Proposal Contents.

- A. Required Contents. Each Proposal must include:
 - 1. a brief cover letter;
 - 2. a completed (but otherwise unchanged) Proposal form clearly identifying:
 - a. the Offeror’s full legal name and physical address for notice purposes;
 - b. the Offeror’s official state licensing information, if any;
 - c. the identity and regular and emergency contact information for Contractor’s Contract Representative;

- d. the Lump Price, in words and numbers; *and*
 - e. all other requested information.
3. multiple references of Indiana government entities who have purchased the Offeror's equipment in the past three (3) years – include full entity and contact information;
 4. the full contract terms of the Chassis standard and extended warranty coverage that will be provided;
 5. a full drawing or other rendering of the Chassis as it will look upon completion and, if not otherwise depicted, a photograph of the cab hood to show slope for driver visibility;
 6. any Proposal Bond or other acceptable evidence of financial responsibility required by this RFP;
 7. the Indiana Law Affidavit (see Affidavit after the draft form of the Agreement);
 8. proof of registration with the Secretary of State to do business in Indiana; *and*
 9. for security purposes, the names of all persons or entities who will enter onto Owner's property on the Winning Offeror's behalf (Contractor's Project Representative may unilaterally update these names at any time by sending notice to the Project Manager).

B. Conditional Contents.

1. Authority. If Offeror is not an individual, the individual submitting the Proposal must provide evidence showing general or specific authority to act on the Offeror's behalf.
2. Foreign Entities. If the Offeror is a foreign entity, the Offeror must submit either proof of the right to do business in Indiana or a statement that it will promptly register with the Indiana Secretary of State for the right to do business in Indiana if Owner provides the Offeror with a Notice of Award.
3. Affiliated Entities. If the Offeror relies on the assets of its parent corporation or any other entity to support its Proposal, then the Proposal must include a financial statement of the entity along with a document legally executed by such entity guaranteeing the full and faithful performance of the Project and that all assets of the entity will be subject to faithful performance thereof.

C. Optional Contents. Each Proposal may include:

1. a brief cover letter and/or statement of the company history;
2. a statement of conditions, exceptions, or alternates, in accord with this RFP;
3. the resume, certifications, and license status of Contractor's Project Representative;
4. an alternate Contractor's Project Representative;
5. any documents provided in advance that would otherwise be required during the Post-Award Requirements; *and*

6. any other advertising or self-serving information that Offeror desires to submit, with the understanding that it is possible that such information may not, in fact, be reviewed and may be used against the Offeror.

D. Ownership. All Proposals become the exclusive property, including the intellectual property, of Owner; provided, however, that Owner shall incur no obligation to pay any amounts to an Offeror with respect to its Proposal.

4. Submission Requirements.

A. General. Each Proposal is to be submitted in accordance with this RFP. All documents and forms are to be completed fully and accurately.

B. Addressee. All Proposals must be given to the Project Manager via hand delivery or else addressed to the Project Manager using the appropriate physical or electronic mail address provided in the Notice to Offerors. The envelope or message header must clearly indicate the name of the Offeror and be marked "ATTN: 2023 TRUCK CHASSIS RFP."

C. No Fax. No Proposals sent by fax will be accepted.

D. Copies. All material submitted by mail must be submitted in duplicate.

E. Binding.

1. By Mail. Proposals that are submitted by mail must be submitted in a folder or binder with separate tabs for the different documents.

2. By Email. Proposals that are submitted electronically must both include each document as a separate attachment and also include one attachment that includes all the other documents combined into a single file.

F. Electronic Format. Electronic documents must be submitted as attachments in a standard compatible format (for example, Adobe .pdf or Microsoft Word files). Offerors are encouraged to lock the files for editing (while still allowing for copying, pasting, and printing). All text must be searchable, selectable, and printable.

G. Legibility. Each mailed Proposal should be typewritten. A handwritten Proposal that cannot be clearly read will be deemed unresponsive.

H. Alterations. Any erasure or alteration on the Proposal Form must be initialed in ink by the Person who signs the Proposal Form.

I. Signature. Each document and form included as part of the Proposal must be signed, initialed, or electronically signed by an individual who is authorized to submit the Proposal.

5. Proposals.

- A. No Offer. This RFP is not an offer to enter into a contract, but merely a solicitation to Offerors to submit a conforming Proposal to Owner.
- B. No Obligation. Owner shall incur no obligation to any Offeror for making its Proposal.
- C. No Liability. Owner shall have no liability for rejecting a Proposal that is not prepared in conformity with the RFP.
- D. Conditions and Exceptions. Each Offeror may condition its Proposal such that it will not be subject to the RFP, but only if it specifies a condition or references the specific provision(s) to which it excepts and the full details and grounds for the condition and/or exception. Though Owner will act in good faith, such conditions or exceptions may be grounds for Owner to reject the Proposal.
- E. Alternates. Each Offeror may submit, in addition to its Proposal, an alternate provision or set of terms, Parts, procedures, tools, bonds, or warranties that it prefers along with any corresponding net change in the amount of its final offer. Owner may then accept or reject either the Proposal or the alternate.
- F. Withdrawal.
 - 1. Each Offeror may withdraw or modify its Proposal at any time prior to the Deadline by submitting timely written notice thereof to the Project Manager.
 - 2. Within 24 hours after the Deadline, if an Offeror should file a signed written notice with the Project Manager and promptly and satisfactorily demonstrate that there was a material and substantial mistake in the preparation of its Proposal, the Offeror may withdraw its Proposal, and its Proposal Bond will be forfeited.
 - 3. No Proposal may be withdrawn or modified after the Deadline for a period of sixty (60) calendar days without Owner's consent.

6. Proposal Bond.

- A. Scope. This section applies to any Offeror that is not an Indiana business entity.
- B. Amount. In accordance with IC §§ 5-22-9-2(3) and 5-22-16-5, each Offeror is required to submit with its Proposal a certified check, bond, or other acceptable evidence of financial responsibility made payable to Owner in an amount not less than ten percent (10%) of Offeror's total base Proposal.
 - 1. The surety on the Proposal Bond must be a duly authorized corporate surety company authorized to do business in the State of Indiana.
 - 2. An attorney-in-fact who signs a Proposal Bond must file therewith an effectively dated copy of the power of attorney, bearing the seal of the company, evidencing such agent's authority to execute the Proposal Bond.

- C. Purpose. The general purpose of the Proposal Bond is to ensure, to the extent a Proposal is selected for award, and if Offeror should fail to timely complete the Post-Award Requirements, that Owner will then be compensated for its lost time and efforts during the post-award process and for its diminished ability and negotiating posture with respect to other Offerors.
- D. Satisfaction. Each Proposal Bond must be returned to its respective Offeror within a reasonable time after the Notice of Award is issued except with respect to a Winning Offeror. In such case, the Proposal Bond will be returned after Delivery.
- E. Forfeiture. In the event the Winning Offeror should fail to fulfill the Post-Award Requirements or the Agreement within the time provided, Owner may declare the Proposal Bond forfeited.

7. Selection Criteria.

- A. General Criteria. Owner will make an award to the responsive and responsible Offeror who submits a Proposal that in the Owner's judgment is the **most advantageous** to the County. This will usually correspond to the Proposal that offers the lowest price among competing responsible, responsive Offerors, but other factors such as availability of Parts, ability to meet Delivery Date, litigation history, reputation, prior relationship with Owner, physical proximity, and available warranties may play minor or major roles in the process depending on their severity or extensiveness.
- B. Special Criteria. With respect to the Chassis, special consideration goes to the following:
 - 1. proximity of Contractor to the County in anticipation of future repairs;
 - 2. warranties for Chassis or Parts (if costs are significant, alternate pricing is preferred);
 - 3. accessibility of component parts that require periodic maintenance and inspection; *and*
 - 4. ease of operation.
- C. Responsiveness. An Offeror is responsible who has timely submitted a Proposal conforming in all material respects to the RFP and Specifications, and as otherwise provided by Applicable Law.
- D. Responsibility. An Offeror is responsible who is capable of fully performing the Project by the Delivery Date and who has the integrity and reliability that will ensure good faith performance. Responsibility will be determined by having ample experience in satisfactorily completing ventures similar to the Project, by ability, by references, by financial guaranties, by integrity or reputation, by demonstrating an understanding of the Specifications (upon demand), and as otherwise provided by Applicable Law. Owner may deem any Offeror who owes any sum to Owner that is past due as not responsible.

- E. Owner Discretion. Owner has final authority in determining the scope and evaluation of the criteria in this section. These criteria are subject to change at any time.

8. Post-Award Requirements.

- A. Post-Award Documents. The Winning Offeror, as determined by Owner, must submit to the Project Manager in compliance with the RFP and the Specifications:
 - 1. for security purposes, the names of all individuals who will enter onto Owner's property on the Winning Offeror's behalf (Contractor's Project Representative may unilaterally update these names at any time by sending notice to the Project Manager);
 - 2. the Indiana Law Affidavit (see Affidavit form after the draft form of the Agreement);
 - 3. if requested, proof of registration with the Secretary of State to do business in Indiana;
 - 4. a proposed Progress Schedule, in accord with this RFP; *and*
 - 5. a signed Agreement.
- B. Timeframe. The documents required by this section must be submitted **within 14 days of Owner having issued the Notice of Award** or, if not possible to be submitted within such timeframe, then within a reasonable time under the circumstances. All documents must be received before Owner may issue a Notice to Proceed.
- C. Breach. The failure or refusal by the Winning Offeror to complete the Post-Award Requirements will constitute a material Breach of the terms of this RFP.
- D. No Liability. The failure or refusal by the Winning Offeror to timely complete the Post-Award Requirements shall entitle Owner to cancel an award, to terminate all negotiations and expectancies with the Offeror, to collect on that Offeror's Proposal Bond, and to enter into an Agreement with other Offerors. Owner shall have no liability for any such action.
- E. Proposal Bond. Except in the case of a Winning Offeror or where forfeited pursuant to this RFP, any Proposal Bond that each Offeror submits as part of its Proposal will be released upon the Effective Date, or sixty (60) days after the Deadline, whichever is earlier.

9. Applicable Law.

- A. General.
 - 1. There are many provisions of federal, state, and local law that apply to the Project, and those are listed in the respective sections of the Agreement.
 - 2. In a few instances, state law requires that a Winning Offeror agree to certain requirements under the penalties of perjury, and those have been provided in the Indiana Law Affidavit, which is incorporated by reference into the Agreement.

3. In a few instances, Applicable Law affects the procurement process itself; those laws are listed in this section.
- B. Non-Collusion. Pursuant to IC § 5-22-16-6, the Winning Offeror must not collude with another Person regarding its Proposal or the Contract Price.
- C. Investment in Iran. Pursuant to IC § 5-22-16.5-10, if Contractor is engaged in investment activities in Iran, it may be considered nonresponsible.
- D. Forced Labor. Pursuant to IC § 5-22-15-24.2, no forced labor (as defined in 19 U.S.C. 1307) may be used in producing the Chassis.
- E. Steel Products. Pursuant to IC § 5-22-15-25, any steel products under any third-party contract arising out of this Project must have been manufactured in the United States.

10. Assurances.

- A. Scope. Any certification or covenant made under this section must also be made on behalf of any Subcontractor who will perform Work on behalf of Contractor.
- B. Certifications. Each Offeror, by submitting its Proposal, certifies that:
 1. it has read and understood the terms of the RFP, the draft form of Agreement, and the procurement process, generally;
 2. it has read and understood the Specifications, and any other design documents;
 3. it has familiarized itself with, and will comply with, all Applicable Law, especially those statutes referenced in the State Law Provisions section of the Agreement;
 4. it has communicated with the Project Manager over any questions it may have concerning the Contract Documents;
 5. it has registered to do business in Indiana with the Indiana Secretary of State or will do so upon being issued a Notice of Award;
 6. it has the right and power to submit a Proposal;
 7. it possesses all professional licenses required to complete the Project;
 8. it does not have any personal interest, direct or indirect, that would give rise to a conflict of interest on the Project that has not been disclosed in Writing to Owner;
 9. it has had the opportunity to consult with independent legal counsel;
 10. it has submitted its Proposal voluntarily;
 11. any assertions contained in its Proposal are true to the best of its knowledge;
 12. its submitting representative is fully authorized to submit the Proposal;
 13. it intends to enter into the Agreement, subject to any further negotiations; *and*

14. it will be ready and able to perform the Work when Owner issues a Notice of Award.

- C. Indemnification. Each Offeror, by submitting its Proposal, covenants to irrevocably release, discharge, and agree to indemnify and hold harmless Owner, its officers, employees, representatives, and agents from and against any and all liability, debts, suits, actions, legal proceedings, claims, demands, damages, costs, expenses, lost wages or benefits, and attorney's fees (including paralegal fees) incurred by Owner or its officers, employees, representatives, and agents, whether known or unknown, and whether past, present or future, resulting from a willful or negligent act or omission of the Offeror, its officers, employees, agents, and servants arising out of or relating to its Proposal, Owner's subsequent award of the Agreement, completion of the Project pursuant thereto, or a violation of a third party's intellectual property rights.
- D. Arrearage of Taxes or Debts. Each Offeror, by submitting its Proposal, certifies that it is not presently in arrears in payment of taxes, permit fees, or other statutory, regulatory, or judicially required payments to the State of Indiana or to the County.
- E. Criminal or Civil Liability. Each Offeror, by submitting its Proposal, certifies that it has no current, pending, or outstanding criminal, civil, or enforcement actions initiated by any federal agency or by any department, agency, or political subdivision of the State of Indiana that it has not disclosed to Owner in Writing and that neither the Offeror nor its principals are legally, administratively, or contractually barred from entering into the Agreement.
- F. Anti-Nepotism. Each Offeror, by submitting its Proposal, certifies that it is aware of the provisions under IC 36-1-21 regarding concerns of nepotism in contractual relationships with governmental entities and further certifies that, except as disclosed in Writing, none of the owners of the Offeror is a close relative of any elected official or employee of Owner.
- G. Cooperation. Each Offeror, by submitting its Proposal, covenants to cooperate with any and all government authorities throughout the Project and to comply with the Applicable Law of such entities as it relates to the Work and the Chassis, including attendance at meetings. Offeror further covenants to cooperate with all other laborers on the Project who have been independently hired by Owner.
- H. Lapse. Each Offeror, by submitting its Proposal, covenants that it will not allow any current permit, license, registration, qualification, or status required by this RFP or attested to in its Proposal to lapse during the Project and that it will notify Owner of any Breach thereof unless such Breach is immediately corrected.
- I. Breach. For a material Breach of any certification or covenant in this section:
1. Owner may reject any claim based on facts or information overlooked or neglected or based on ignorance, misunderstanding, or misinterpretation;
 2. Owner may reject the Offeror's Proposal or terminate the Agreement without liability or penalty;

3. if the Breach is discovered after an award has been made, Owner may collect on any Proposal Bond;
4. Owner may avail itself of any other remedy allowed by law; *and*
5. the Offeror responsible for the Breach must indemnify and hold Owner harmless for Owner's direct losses.

11. Price Provisions.

- A. Lump Sum. Each Offeror must clearly submit on the Proposal Form a single Lump Sum Contract Price in both words and numbers for both Chassis, which shall be the Contract Price, except as adjusted in accord with the Contract Documents. Upon Delivery and otherwise subject to the Contract Documents, Owner will pay the Winning Offeror an amount equal to the Lump Sum Contract Price.
- B. Inclusions. The Lump Sum with respect to the Chassis must include, but not be limited to, all Parts and all respective costs related to Work, professional services, tests, inspections, training, meetings, fuel, Submittals, Equipment, corrections, Delivery, Parts warranties, overhead, profit, and the removal, transport, and disposal of any Defective Parts or condemned materials.
- C. Exclusions. The Lump Sum Contract Price must not include, nor will Owner in any way be responsible for paying:
 1. off-site and office costs, including payroll, unrelated to the Project; *nor*
 2. the preparation of any Invoice; *nor*
 3. travel; *nor*
 4. licenses for professional services or licenses unrelated to the Project; *nor*
 5. taxes, as Owner is sales tax exempt (the exemption number will be made available upon request); *nor*
 6. the negligence of Contractor or its Subcontractors including, but not limited to, the correction of Defective Work, disposal of Defective Parts, and the payment of damages; *nor*
 7. any other Project cost that is not listed as an inclusion.
- D. Defects. If the Project Manager should waive any obligation to correct Defective Work or Defective Parts, then Owner may make a corresponding deduction from the Contract Price based on the amount agreed to in a Change Order.

12. Payment.

Payment will be made in accord with the Agreement.

13. Public Disclosure.

- A. Public Records. All materials submitted to Owner or Project Manager may be considered public documents under Applicable Law and may be subject to disclosure under the Indiana Access to Public Records Act. By submitting a Proposal, Offeror agrees that Owner will not be responsible or liable in any way for any loss that Offeror may suffer from the lawful disclosure of information or materials to third parties.
- B. Trade Secrets.
 - 1. Owner accepts its obligations under Applicable Law not to release any public record that constitutes a trade secret or other material protected from disclosure. To that end, any material requested to be treated as a trade secret or other otherwise protected from disclosure must be clearly and conspicuously identified as such and readily separable from the balance of the Proposal.
 - 2. Offerors are hereby notified that the Indiana Public Access Counselor has made the following statements regarding trade secrets: “whenever a public agency enters into an agreement with set terms, agreed-upon consideration, offers, and acceptances, the final terms of the contract are disclosable” and “no confidentiality or nondisclosure clause can bargain away the public’s right to know.”
 - 3. No designation of a trade secret will necessarily be conclusive, and, therefore, Offeror may be required to justify why material marked as such should not, upon written request, be disclosed by Owner under Applicable Law.

14. Owner’s Rights.

- A. Reserved Rights. Owner may exercise the following rights and conditions with regard to the procurement process:
 - 1. to cancel the procurement process and reject any and all Proposals;
 - 2. to waive any informality or irregularity;
 - 3. to revise the RFP via an addendum;
 - 4. to reject any Proposal that is incomplete, inadequate, or not responsive to the requirements of the RFP;
 - 5. to deem as nonresponsible any Offeror who owes money to Owner that is past due;
 - 6. to require confirmation of information submitted by an Offeror, to require additional information from an Offeror concerning its Proposal, and to require additional evidence of qualifications to complete the Project;
 - 7. to seek or provide clarifications or conduct negotiations with an Offeror at any time;

8. to contact individuals and entities with knowledge of Offeror's ability and suitability to perform the Work and to investigate statements contained in the Proposal;
 9. to accept or reject any suggestions, conditions, exceptions, and alternates submitted by an Offeror; *and*
 10. to take any action affecting the procurement process that is determined to be in Owner's best interests.
- B. Good Faith. Owner will exercise the rights expressed in this section in good faith and only bearing in mind the best interests of Owner, not those of any particular Offeror.

15. Protest Procedures.

- A. Procedures. The following protest procedures will apply to the procurement process and the RFP:
1. Addressee. All protests must be directed to the Project Manager.
 2. Procurement Process Deadline. Any protest based on the procurement process, generally, or on the form or content of the RFP, which is or should have been apparent prior to the Deadline, will not be considered if submitted to the Project Manager later than three (3) days prior to the Deadline.
 3. Selection Process Deadline. Protests based on other circumstances, including the selection process and award, must be received within seven (7) days from the date of issue of the Notice of Award; however, in no event will a protest be considered if all Proposals should be rejected.
 4. Contents. The protest must be written and include: (1) the name, street address, and email address of the aggrieved party; (2) the name of the Project; (3) a detailed description of the specific grounds for the protest and any supporting legal or factual documentation; and (4) the specific ruling or relief requested.
 5. Initial Review. The Project Manager will initially review the protest, and may, upon review: (1) reject the protest for failing to meet the requirements; (2) deny the protest on the basis of information provided if the facts do not support its validity; (3) act upon the protest to grant the ruling or relief requested; or (4) refer the protest to Owner.
 6. Owner's Review. Any final decision of the Project Manager, if not reviewed by Owner, may be appealed to Owner. The decision of Owner is final and binding.
- B. Acknowledgment. By submitting its Proposal, each Offeror acknowledges that it has reviewed and acquainted itself with these protest procedures and submits according thereto.

16. Miscellaneous.

- A. LaGrange County Title VI Statement. LaGrange County, Indiana, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in federally assisted Programs of the Department of Transportation issued pursuant to such Acts, hereby notifies all Offerors that it will affirmatively ensure that, in the Agreement, minority business enterprises will be afforded full opportunity to submit Proposals in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
- B. Proposal Form Discrepancies. On the Proposal Form, any discrepancy between the displayed sum of a column of numbers and the correct sum of such column will be resolved in favor of the correct sum.
- C. Calculation of Time.
1. Official Time. The official time within the area under Owner's jurisdiction will be the official time for the transaction of all business.
 2. Reasonable Time. Wherever a provision of this RFP requires or implies an act to be done in a reasonable time or requires reasonable notice to be given, reasonable time or notice shall be deemed to mean the time which is necessary for a prompt performance of such act or the giving of such notice.
 3. Calculation of Days. Calculation of time herein must be computed by excluding the first day and including the last. Any provision specifying a certain amount of days includes all intervening weekdays, weekends, and/or holidays except that, if the last day be a Saturday, Sunday, or a state or federal holiday, it will be excluded from the computation.
 4. After-Hours Timestamps. Any document or notice received after the close of regular business hours will be deemed to have been received the following business day.
- D. No Waiver. The waiver by Owner of a Breach of any provision of this RFP or the procurement process shall not operate as, nor be construed to be, a waiver of any subsequent Breach thereof.
- E. Governing Law. This RFP and any Proposal submitted thereto shall be governed by and interpreted in accordance with the laws of the State of Indiana, without giving effect to the principles regarding the choice of law or conflicts of laws. If any part or provision of this RFP conflicts with Applicable Law, such law shall control.
- F. Forum. Any action arising from, or relating to, this RFP or any Proposal resulting therefrom in any way must be brought either in the state courts located in LaGrange County or the United States District Court for the Northern District of Indiana, Fort Wayne

Division. By submitting its Proposal, an Offeror submits to the exclusive jurisdiction of such courts.

SPECIFICATIONS

1. Statement of Work.

- A. Statement of Intent. The intent of this Project is to procure two (2) new current-year tandem-axle truck Chassis for which Owner will eventually look to outfit in various ways (e.g., snow plows) as part of a separate purchase project.
- B. Work. Except as modified by Change Order, Contractor must perform the following Work on the Project:
 - 1. create a Progress Schedule;
 - 2. purchase, manufacture, configure, or otherwise acquire the necessary Chassis and Parts, except as otherwise provided in the Contract Documents;
 - 3. construct both Chassis;
 - 4. facilitate any inspections;
 - 5. deliver both Chassis;
 - 6. make any appropriate corrections;
 - 7. attend all required meetings;
 - 8. provide all Submittals;
 - 9. provide all required training;
 - 10. honor all warranties;in accord with the Specifications.

2. Standard Parts.

- A. Parts. Each Chassis must meet all the standards and quantities listed in this section and contain all the listed features and accessories. If a particular brand is mentioned, that brand must be used or else a statement of exception must be provided.
- B. Engine.
 - 1. Cummins engine (exceptions are strongly discouraged; alternates and exceptions require Offeror to supply the dealer's respective engine diagnostic software);
 - 2. Minimum 450 HP @1800 RPM;
 - 3. Minimum 1700 ft.-lbs. torque @ 1000 RPM.
- C. Engine Equipment.

1. Side of hood air intake with firewall-mounted Donaldson air cleaner with safety element and inside/outside air with snow door;
2. Air-controlled on/off engine fan;
3. Silicone coolant and heater hoses with constant tension hose clamps;
4. Antifreeze -34 degrees ethylene glycol pre-charged SCA HD coolant;
5. 12-volt 160 Amp alternator with remote battery volt sense;
6. 12-volt starter;
7. Minimum 25.9-CFM compressor;
8. Minimum 1500-watt engine block heater;
9. Air restriction gauge in dash;
10. Engine inter-brake or Jacobs compression brake;
11. Horizontal raised mounted aftertreatment system and vertical frame mounted exhaust pipe;
12. Under cab or LH step raised;
13. three (3) batteries with a minimum 3000 CCA;
14. aluminum battery box cover mounted to frame BOC;
15. interior mounted battery load disconnect switch;
16. no idle shut down configuration;
17. road speed limit set to 70 mph.

D. Transmission.

1. Allison 4500 RDS 6-speed automatic transmission with PTO gear for up-fit installation of the PTO (PTO mounting location L or R to be determined by Project Manager at Notice of Award);
2. Push button electronic shift controller in dash (stalk style not accepted).

E. Front Axle.

1. 20,000 lbs. set-forward front axle;
2. 20,000 lbs. taper-leaf front suspension;
3. Front auxiliary rubber springs by Timbren installed;
4. Automatic slack adjusters;
5. Dust shields;
6. Vented front hub caps with window, center, and side oil plugs;

7. Synthetic 75W-90 axle lube;
8. All-wheel alignment made prior to Delivery.

F. Rear Axle.

1. 46,000 lbs. rear tandem;
2. Driver-controlled locking wheel differentials to both front & rear carriers of tandem, with indicator light and buzzer for each driver-controlled traction device switch;
3. Gear ratio to be determined by Project Manager at Notice of Award;
4. 46,000 lbs. rear suspension, TufTrac® or Haulmaax® brands;
5. Rear-axle ratio to be determined by Project Manager at Notice of Award;
6. Shock absorbers on one or both rear axles;
7. Automatic slack adjusters;
8. Synthetic 75W-90 axle lube;
9. Dust shields;
10. Rear-axle brake chambers to be upright in “asphalt paver” position.

G. Chassis.

1. High ground clearance required for up-fit of a belly plow;
2. Wheelbase and cab-to-trunnion (CT), to be determined by Project Manager at Notice of Award;
3. Heavy-duty thick single frame rail;
4. Dimensions: minimum 15.0 * 89.0 * 315.0 mm. (0.59 * 3.5 * 12.4 inches);
5. Yield strength: minimum 120,000 KSI;
6. Resisting bending moment (RBM): minimum 3,800,000 in lbs. each frame;
7. Minimum yield and RBM without the use of a double frame other than partial reinforcement at front suspension and body company outer reinforcement for snowplow;
8. Minimum 20” integral front frame extension for snowplow (bolt-on extensions are not acceptable), to be determined by Project Manager at Notice of Award;
9. Minimum 62” axle to end of frame;
10. 24” ground clearance for underbody scraper;
11. Bendix AD-9 air dryer with heater, mounted inside or outside right rail;
12. Air ride cab;

13. Minimum 90-gallon aluminum fuel tank mounted left side;
14. Fuel tank to be rectangular and raised-mounted;
15. Stainless steel fuel tank bands;
16. Clean right-side frame rail for upfitter equipment;
17. Rear tow hooks;
18. Minimum 13-gallon diesel exhaust fluid tank, mounted on left side;
19. Painted aluminum air tanks mounted inside frame rails;
20. Huck-spin round chassis fasteners;
21. DAVCO fuel/water separator with ESCO and 12-volt preheater;
22. Wet tanks with auto-drain valves and heaters;
23. Body lighting connector at end of frame;
24. Wall-to-wall turning radius measures 70 ft. or less.

H. Cab Exterior.

1. Power windows, both driver and passenger side;
2. Electric intermittent wipers;
3. Conventional cab minimum 80" wide;
4. Sloped fiberglass tilt hood for safety and visibility;
5. Stainless steel stationary grill;
6. Rubber front fender extensions;
7. Air horns with snow shields mounted on top of cab;
8. Factory-installed wiring and switch for snowplow lamps with dual connections at bumper;
9. Mirrors door-mounted with full C-bar (no pedestal designs);
10. All primary and convex mirrors to be heated;
11. Primary mirrors to have in-cab control for remote power;
12. Tinted glass;
13. Stainless steel exterior sun visor over windshield;
14. Antenna mounted on top of driver mirror with lead inside cab for customer-installed two-way radio.

I. Cab Interior.

1. Premium trim with LED cab lighting;
2. Rubber mat floor covering plus floor mats installed;
3. Door pockets in driver and passenger doors for storage;
4. 40,000-BTU heater/defroster;
5. Air conditioning;
6. Best available cab/firewall insulation package;
7. Cruise control;
8. Premium high back cloth air ride driver seat with two (2) chamber air lumbar, integrated cushion extension, tilt, adjustable and swivel base;
9. Basic high-back passenger seat;
10. Tilt and telescopic steering column;
11. Left and right sun visors;
12. 6 dash-mounted switches with junction box inside cab;
13. Dash-mounted gauge package to include speedometer, tachometer, dual air pressure gauges, engine oil pressure, coolant temperature, fuel level, voltmeter, hour meter, engine oil temperature, rear axle oil temperature, air restriction indicator, transmission temperature gauge;
14. High-visibility orange seat belts;
15. 87-to-112 DB self-adjusting backup alarm;
16. Radio: AM/FM, Bluetooth, and USB auxiliary inputs, J1939;
17. Overhead console with radio provision and one (1) remote speaker behind driver with connecting wire lead for 2-way radio;
18. Four (4) extra 20 AMP hardwired switches in dash with routed wires under cab, one (1) switch momentary and three (3) latching;
19. 5-lb. fire extinguisher.

J. Lighting.

1. LED headlamps;
2. Auto-reset circuit breakers;
3. Self-canceling turn signals;
4. Switch and wiring for snowplow lights controlled by headlight switch;
5. LED marker lights;

K. Paint.

1. Cab: two-step process with a base coat School Bus Yellow code L6460EY and a second stage clear coat application for protection;
2. Frame: standard black;
3. Wheels: powder-coated black.

L. Tires.

1. Front: two (2) 315/80R22.5 (20-ply) 20,000-lb. capacity;
2. Rear: eight (8) 11R22.5 (16-18-ply) lug pattern;
3. Michelin or Bridgestone brands.

M. Wheels.

1. Front: 22.5 x 9 hub piloted 5-hand HD steel disc;
2. Rear: 22.5 x 9 hub piloted 5-hand HD steel disc.

3. Project Times.

- A. Target Date. The Delivery Date is three hundred sixty-five (365) days from the date the Project Manager issues a Notice to Proceed.
- B. Start of Work. Construction must commence as indicated in the Notice to Proceed or, if none has been provided by the 30th day after the Effective Date, Construction must commence by the 60th day after the Effective Date.
- C. Progress Schedule. Contractor must submit to the Project Manager a preliminary Progress Schedule in the form of a bar graph, subject to Project Manager review, that identifies the various Milestones and indicates approximate dates for their start and completion. The Milestones listed in the Progress Schedule must be placed in chronological order based on their respective target completion date or allotted days for fulfillment.
- D. Work Delay / Stoppage.
1. Stoppage. Without cause and at any time, the Project Manager may issue a stop-work order to terminate or suspend any portion of the Work without apparent cause. Owner covenants that such suspension will not exceed thirty (30) consecutive days or aggregate more than sixty (60) days during the duration of the Project.
 2. Notice. Upon encountering a Force Majeure Event, Contractor must provide prompt written notice to the Project Manager of such condition or event not later than two (2) days after such condition or event has been encountered and, to the extent reasonably possible, avoid further disturbance or alteration of such condition. Owner may promptly investigate any alleged Force Majeure Event.

3. Review. After receipt of a written notice of a Force Majeure Event, the Project Manager will:
 - a. promptly investigate and review the condition or event;
 - b. determine whether it is necessary to obtain additional tests with respect to the condition or event;
 - c. make any appropriate changes to the Specifications;
 - d. prepare recommendations regarding any related Change Order;
 - e. advise Owner of any findings, conclusions, and recommendations; *and*
 - f. collaborate on an appropriate Change Order concerning the condition or event and the appropriateness of resuming the Work.
4. Right to Seek Change Order. Contractor may file a Change Order request with respect to the Delivery Date to the extent that a delay caused by a Force Majeure Event, or Owner Delay has adversely impacted its direct costs or time to perform the Work.
5. Resolution. Owner will consider an equitable adjustment to the Delivery Date, the Contract Price, or both, provided in any Change Order request presented pursuant to this section but only to the extent Contractor's costs and/or time of performance have been adversely impacted by the condition or event.
6. Limitations.
 - a. Contractor will not be entitled to any adjustment in Contract Price or the Delivery Date for delay, disruption, or interference caused by or within the control of the Contractor, including its Subcontractors.
 - b. No Force Majeure Event, whether or not such condition or event is foreseeable, will entitle Contractor to any change in the Contract Price, including incidental or consequential damages, overhead, loss of reputation, or loss of profit.
 - c. Contractor assumes all monetary risk occasioned by any delay that is not attributable solely to Owner, whether or not contemplated and regardless of the severity or duration.

4. Design.

- A. Responsibility. Contractor will be solely responsible for the design used in the manufacture of the Chassis.
- B. Quality. The Chassis must be of the highest quality and of the latest design and type, while using the most current industry manufacturing techniques.
- C. Weight and Distribution. The Chassis, assembly, Parts, etc., must be designed and constructed with consideration to overall vehicle weight, vehicle weight distribution, and

to the nature and distribution of the load to be sustained. A calculation must include the Chassis weight with all fluids and fuels topped off, estimated body weight, a 250-lb. allowance per seat for occupants, and a 2,500-lb. distributed load allowance for equipment.

- D. Part Replacement. The Chassis must be designed and constructed so that Parts can be removed for service and repair with standard Equipment. Any special Equipment needed to service any Parts must be supplied with the Chassis and included in the Contract Price. During the design and construction, Contractor must consider the ease of access to various areas requiring lubrication, inspection, service, or adjustment.
- E. Standards. The Chassis must meet the applicable minimum requirements of all state and federal department of transportation vehicle regulations current as of the Effective Date.

5. Meetings.

- A. Attendance. Project Manager and Contractor's Project Representative must, and other Personnel and Subcontractors may, attend the meetings in this section. The meetings will take place at the Delivery Site, but attendance may be by electronic means if all Parties agree.
- B. Pre-Construction Conference. Before a Notice to Proceed may be issued, a preconstruction conference will be held to establish a working understanding among the Parties as to the Work, the final Specifications and Parts standards, and to discuss any pending Post-Award Requirements, the procedures for providing Submittals, the procedures for Invoices, communications, and recordkeeping.
- C. Post-Construction Conference. Prior to the Delivery Date, the Parties will need to meet to discuss remaining Work items and corrections, final pay procedures, Submittals, etc.
- D. Other Meetings. Either Party may call for other meetings in case of dispute or where there is a reasonable expectation that the meeting will materially advance the Project.

6. Personnel.

- A. Labor. Contractor must provide an appropriate and adequate supply of labor necessary for the timely and proper performance of all aspects of the Work.
- B. Contractor's Project Representative. Contractor must provide a competent Contractor's Project Representative, satisfactory to Owner, who must:
 - 1. be available during normal business hours with full authority to bind Contractor;
 - 2. ensure that the Work is done properly and in accordance with the Contract Documents;
 - 3. immediately report any Work stoppage, other than a delay attributable to Owner, whether such stoppage is ongoing or anticipated, and the reasons therefor;
 - 4. timely submit to the Project Manager all Invoices and Submittals; *and*

5. be the primary contact person for regular communications with the Project Manager and respond to any such communications within two (2) days.
- C. Subcontractors. To the extent that Contractor engages any Subcontractor, Contractor must enter into an appropriate written contract therefor that specifically binds the Subcontractor to perform specified portion of the Work in accord with the Contract Documents.
- D. Driver's License. Personnel and Subcontractors assigned to drive a vehicle must carry an appropriate driver's license whenever driving a vehicle as part of the Work.

7. Parts and Equipment.

- A. Materials and Workmanship. The workmanship of the Chassis must be of the highest quality. All Parts must be new and of the best grade of their respective kind for their purpose. Upon request, Contractor must furnish evidence as to the kind and quality of the Parts at any time during the Project. All Chassis must be built and installed according to the manufacturer's instructions. Quality control inspections must be performed at each step of the manufacturing process.
- B. Warranty. The engine, including all Parts and Work, must include a 5-year or 100,000-mile standard coverage warranty. All special warranties and guarantees of the Chassis will expressly run to the benefit of Owner.
- C. Training. Each Proposal must include as part of the Contract Price eight (8) hours of comprehensive instruction and training by a certified engine and chassis mechanic within a year of Delivery at or within 80 miles of the County. Training must cover the proper operation, care, and maintenance of the Chassis and their Parts.
- D. Equipment. Contractor must provide an appropriate and adequate supply of Equipment necessary for the proper performance of the Work. All Equipment must be kept in proper repair and sanitary condition and conform to all manufacturer's instructions. Contractor must have available substitutes of all such Equipment in case of necessary replacement. No Equipment may be willfully overloaded.
- E. Good Title. Owner must acquire title to the Chassis upon installation and acceptance by Owner in accord with Applicable Law. The Chassis must be free of any third-party claims, liens, charges, contracts, or chattel mortgage. Owner must have title to, and Contractor must deliver possession of, all unused Parts.
- F. Care. Except as may be otherwise provided in the Contract Documents, all Equipment and Parts must be prudently stored, applied, installed, connected, erected, protected, cleaned, used, and conditioned and in accord with manufacturer instructions until Delivery.
- G. Substitute Parts. A Change Order request is required to the extent Contractor desires to use any substitute or "or-equal" Parts for the Chassis. In the Change Order, Owner may

require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute Parts.

H. ADA. The Chassis and all Parts must meet applicable ADA guidelines.

8. Inspection.

A. Inspection. The Project Manager may inspect and test all conditions, Work, Parts, and field notes at all reasonable times, and Contractor must provide safe and adequate passage and facilities (e.g., parking) for such access and inspection.

B. Field Notes. Field notes must be kept at the manufacturing site in standard notebooks in a clear, orderly, and neat manner consistent with standard professional practices.

C. Progress Pictures. Progress pictures of the Chassis must be provided to the Project Manager throughout each phase of construction, assembly, and painting.

D. Manufacturing Site Visits. Owner may schedule inspection trips to the manufacturing site at its own cost at any reasonable time during the manufacturing process. A factory representative must be on site to give updates and to allow Owner's representatives to inspect the Chassis. Contractor may independently finance a Project Manager visit to the manufacturing site to conduct a pre-final inspection immediately before Delivery.

E. Defective Items.

1. The Project Manager may condemn any conditions, Defective Work, or Defective Parts at any time, even if such defect should have been previously overlooked.

2. Any Defective Work or Defective Parts condemned by the Project Manager must be promptly replaced, subject to any Change Order to instead subtract the cost of the item.

3. To the extent that the Defective Work or Defective Parts have not been replaced within seven (7) days after Owner's written notice, Owner may:

a. seek a Change Order to halt the Project; *or*

b. remove and replace the Defective Work or Defective Parts, which will entitle Owner to seek a Change Order to equitably reduce the Contract Price.

4. This subsection does not limit in any way any other remedy available to Owner.

9. Delivery and Final Walkthrough.

A. Delivery. Contractor's Project Representative or other designated Personnel must deliver each completed Chassis under its own power to the Delivery Site.

B. Fuel. Each Chassis must be delivered with a fuel tank at least $\frac{3}{4}$ full.

C. Final Walkthrough.

1. The Project Manager will inspect the Apparatus and any other Parts upon Delivery during a walkthrough provided by the Delivery Personnel.
2. The Project Manager will provide Contractor and Owner with a list covering any Parts found to be Defective. Defective Parts will be grounds for a rejection and return of the completed Apparatus at no cost to Owner.
3. If there are no material Defective Parts or Defective Work, or if the Defective Parts or Defective Work have been corrected during Delivery, the Project Manager may accept the Work on behalf of Owner subject to any remaining immaterial items. A final inspection list must identify:
 - a. the remaining Defective items;
 - b. the reasons for delay in correcting or completing them; *and*
 - c. the dollar amount, using approximate unit prices, that Owner will retain until the Defective items have been corrected.
4. When Contractor has demonstrated to the satisfaction of Owner and the Project Manager that any Defective Parts and Defective Work have been corrected, then the Work will be considered to have been accepted.
5. Nothing in the final inspection or acceptance shall operate in any way to release Contractor from any warranty or other guarantee.

10. Submittals.

- A. Submittals. On or before Delivery, for each Chassis, Contractor must submit the following information:
 1. an as-built schematic drawing of the Chassis;
 2. a statement of origin for the Chassis;
 3. an electrical as-built schematic booklet;
 4. all Parts, service, and wiring manuals;
 5. the cab and Chassis VIN numbers;
 6. the engine serial number;
 7. the transmission serial number;
 8. a copy of a complete operations and general maintenance instructions, including, but not limited to, the Chassis, engine, transmission, axles, lubrication charts, rescue body, and appropriate accessories.

- B. Format. Submittals may generally be submitted in standard electronic formats provided, however, that the Project Manager may make reasonable requirements with respect to their format and contents.
- C. Storage. All Submittals will be considered public documents and must be capable of long-term storage.
- D. Conformity; Changes. Contractor must ensure that all Submittals conform with the Specifications; provided, however, that where the Project Manager has approved any deviation thereof, Contractor has clearly indicated such change in the Submittal.
- E. Certification. Each Submittal must bear a stamp or other certification that Contractor has satisfied its obligations under the Contract Documents with respect to that Submittal and that the Project Manager and Owner may be justified in wholly relying on its contents.
- F. Corrections. Contractor must correct and resubmit any Submittal reasonably rejected by the Project Manager or Owner.
- G. Ownership. All Submittals become Owner's property upon their conveyance to Owner.

AGREEMENT

This Chassis Purchase Agreement (“Agreement”) is made by the Board of Commissioners of the County of LaGrange (“Owner”), by and through its President Terry A. Martin, on behalf of the Maintenance Department (“County”), a political subdivision of the State of Indiana, and by the undersigned Person below (“Contractor”).

RECITALS

WHEREAS, Owner caused to be published a Request for Proposals for its Chassis Purchase dated March 2023 (“RFP”); *and*

WHEREAS, in response to the RFP, Contractor timely submitted its completed Proposal Form, amongst other documents required by the RFP;

WHEREAS, the combined cost of the Project, as stated in the Proposal, and as accepted by the County, is for \$[CONTRACT PRICE]; *and*

WHEREAS, the Parties desire to clarify the terms of the RFP and the Proposal with a final contract.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants herein set forth, the Parties agree as follows.

1. Definitions.

The definitions contained in the RFP shall apply also to this Agreement to the extent the terms are not otherwise defined herein.

2. Contract Documents.

- A. Incorporation. This Agreement fully incorporates by reference all Contract Documents, which shall be binding on the Parties.
- B. Reference. All Contract Documents shall be construed such that, except as clearly contrary to context, any reference to a “Winning Offeror” or “Contractor” shall refer to Contractor.
- C. Conflicts. In case of conflict, the Contract Documents take precedence in order of their placement from top to bottom within the definition of “Contract Documents,” as that term is defined in the Definitions section of the RFP.
- D. Interpretation. Should there be any doubt concerning the true meaning of any provision of the Contract Documents, Contractor shall submit a written request to the Project Manager for interpretation thereof. No oral interpretation of the Contract Documents shall be binding on Owner.
- E. Notice of Award. In the event that a formal Notice of Award has not been delivered to Contractor earlier, this Agreement shall also serve as Contractor’s sole Notice of Award.

3. Term.

- A. Effective Date. This Agreement shall become effective on the day it is last signed and delivered to all Parties.
- B. Start of Work. The Work must start as indicated in the Notice to Proceed or, if none has been provided by the 30th day after the Effective Date, within 60 days of the Effective Date.
- C. Target Dates. The target Delivery Date is [DATE OR “as stated in the Project Times section of the Specifications”].
- D. Duration. Subject to any early termination, final corrections, applicable survival clause, ongoing training obligation, and warranty provision, this Agreement remains in effect through Delivery.

4. Scope of Work.

- A. Statement of Work. Contractor shall perform the Work in strict conformity with the Specifications provided in the Contract Documents.
- B. Good Faith. The Project must be administered by each Party in good faith.
- C. Standard of Care. Contractor shall perform the Work in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Contractor shall provide efficient business administration and supervision.
- D. Timeliness. Contractor shall perform all Work in a timely and appropriate fashion. Contractor shall perform Work as expeditiously as is consistent with its professional skill, care, and the orderly progress required.
- E. Warranty. All warranty information provided by Contractor as part of its Proposal is hereby binding on Contractor and incorporated by reference.

5. Additional Terms. [TO BE OMITTED IF NONE]

Notwithstanding anything in the RFP, the Proposal, or the draft form of the Agreement to the contrary, the Parties further agree as follows:

- A. [INSERT NEGOTIATED TERMS OR ALTERNATE PROPOSALS OR CONDITIONAL PROPOSALS AGREED TO BY THE PARTIES.]

6. State Law Provisions.

- A. All Applicable Law is hereby incorporated by reference into this Agreement as if fully set out herein.
- B. Anti-Discrimination.

1. Pursuant to IC § 22-9-1-10, neither Contractor nor any Subcontractor may discriminate against any employee or applicant for employment to be employed on the Project, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, religion, color, sex, disability, national origin, or ancestry.
 2. Breach of Paragraph 1, above, will be regarded as a material.
 3. Contractor shall comply with the substantive aspects of the County's Anti-Discrimination Ordinance 2019-04-08.
- C. Foreign Entities. Pursuant to IC § 23-0.5-5-2, a foreign entity shall not do business in Indiana until it registers with the Indiana Secretary of State.
- D. Forced Labor. Pursuant to IC § 5-22-15-24.2, no forced labor (as that term is defined in 19 U.S.C. 1307) has been used in furnishing the Chassis.
- E. Steel Products. Pursuant to IC § 5-22-15-25, any steel products (as defined therein) to be used or supplied for the Project must have been made or supplied in the United States.

7. Payment Provisions.

- A. Amount. Except as otherwise provided in this Agreement, Owner shall pay to Contractor over the course of the Project an amount totaling [AMOUNT IN WORDS] Dollars (\$[AMOUNT IN NUMERALS]). This Contract Price reflects the Proposal of the Winning Offeror during the procurement process related to this Agreement, subject to any agreed-upon modifications in accord with Applicable Law.
- B. Defective Items.
1. As required by IC § 36-2-6-5 and § 36-2-6-7, as may be amended, no Invoice for Defective Chassis or Defective Parts delivered to Owner shall be paid, nor shall any debt be incurred therefor, if the Project Manager or County officer or employee authorized to receive the Chassis or Parts declares in writing that the Chassis or Parts are Defective with respect to quantity, quality, or price, or other material Breach and if the dispute has not been subsequently resolved. Owner may pay a just amount for any non-Defective Parts.
 2. As required by IC § 36-2-6-6 and § 36-2-6-7, no Invoice for Work shall be paid, nor shall any debt be incurred therefor, if the Project Manager declares in writing that the Work is Defective and if the dispute has not been subsequently resolved.
 3. The Project Manager may waive any prohibition of payment in this subsection in favor of a Change Order to lower the Contract Price.

- C. Payment Period. Owner shall have thirty-five (35) days after its then-next regularly scheduled meeting to review and pay any Invoice that has been submitted at least five (5) days prior thereto.
- D. Payments Withheld.
1. Triggering Events. Owner may withhold payment of any Invoice, and no debt may be incurred therefor, to such extent as may be necessary in Owner's opinion to protect Owner from loss as a result of any of the following:
 - a. reasonable evidence that the Work will not be completed or the Chassis will not be delivered by the Delivery Date;
 - b. reasonable doubt that the Project can be completed for the unpaid balance;
 - c. Defective Work or Parts, unless properly corrected;
 - d. Contractor's failure to make full payment to a Subcontractor;
 - e. Owner's receipt of a claim from a Subcontractor;
 - f. damage or injury to Owner or a third-party agent of Owner;
 - g. liens that have been filed in connection with the Work or the Chassis or Parts;
 - h. any payments in arrears owed to Owner by Contractor that are otherwise outside the scope of this Project;
 - i. a Change Order has reduced the Contract Price; *and/or*
 - j. failure of Contractor to carry out the Project in accordance with the Contract Documents or in compliance with Applicable Law.
 2. Release. When in Owner's opinion the legal or contractual grounds for the withholding of a payment no longer exists, payment shall be made for the amount previously withheld or retained in accord with the Contract Documents. Contractor shall not be entitled to interest from Owner for any amount properly withheld or retained.
- E. Final Payment. Owner may not make final payment on any amount that is in dispute with any Person performing Work on the Project. Final payment will be made subject to Contractor having furnished the Project Manager with a release, in satisfactory form, of all claims against Owner that may arise out of the Project.
- F. Appropriations. All payment and performance obligations for the purchase of the Chassis are subject to the appropriation and availability of funds. Owner covenants in good faith that such appropriations will be made.
- G. Claims Barred. No claim for extra payment shall be allowed due to alleged impossibility in carrying out the Project because of inadequate or improper Specifications.
- H. Travel. No expenses for travel will be reimbursed.

- I. Tax Exemption. Owner is a tax-exempt entity and shall not be responsible for any sales tax levied on any cost arising out of the Contract Documents. The exemption number will be made available upon request.
- J. Interest. Pursuant to IC § 5-17-5-1, except for amounts subject to a good faith dispute, interest shall be assessed on any amounts past due at the rate of exactly 1.0% per month.

8. Insurance.

Contractor alone shall insure the Chassis until title and risk of loss passes to Owner.

9. Indemnification.

A. Definitions. The following definitions shall apply to this section only.

- 1. “Indemnified Party” means a Party that has been indemnified by an Indemnified Party pursuant to this section.
- 2. “Indemnifying Party” means a Party that indemnifies an Indemnified Party pursuant to this section.
- 3. “Legal Action” includes any threatened or pending claim, demand, action, suit, indictment, proceeding, or judgment or any settlement, whether civil, criminal, administrative, or investigative, and whether initiated by the Parties or another Person
- 4. “Losses” includes all liabilities, fees, fines, penalties, damages, punitive damages, liens, costs, expenses, and attorneys’ fees (including paralegal fees), and any amounts paid in good faith whether any such amount is known or unknown, and whether past, present, or future.

B. Mutual Indemnification. Each Party shall irrevocably release, discharge, and agree to indemnify, defend, and hold harmless the other Party from and against any claim for Losses resulting from any Legal Action that arises out of or relates to the Project because of the Indemnifying Party’s Breach of this Agreement or because of the Indemnifying Party’s willful misconduct or negligence; provided however, that this indemnification does not apply to any act or omission of the Indemnified Party amounting to willful misconduct or gross negligence.

C. Notice. Before bringing a claim for indemnification, the Indemnified Party shall:

- 1. notify the Indemnifying Party of the Legal Action; *and*
- 2. deliver to the Indemnifying Party all legal pleadings and other documents reasonably necessary to indemnify or defend the Legal Action.

D. Failure to Notify. If the Indemnified Party should fail to notify the Indemnifying Party of the Legal Action, the Indemnifying Party will be relieved of its indemnification obligations to the extent it was prejudiced by the Indemnified Party’s failure.

- E. No Waiver of Governmental Immunity. Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement shall be construed to waive or diminish any protection that may be applicable to Owner or any of its elected or appointed officials, employees, agents, or representatives under any applicable statutes, rules, or regulations providing governmental immunity, or any other rights, protections, immunities, defenses, or limitations on liability that Owner or such related Parties are provided by law.

10. Breach.

- A. Events of Breach. The following constitute, without limitation, an event of a Breach:

1. Contractor persistent failure to provide sufficient or quality Personnel, Subcontractors, or Equipment to perform the Work;
2. Contractor's failure to meet Milestones according to the Progress Schedule;
3. Contractor's repeated failure to reasonably respond to Project Manager's or Owner's concerns;
4. Contractor's repeated disregard of Owner's or Project Manager's authority;
5. Contractor's unauthorized presence in non-publicly accessible locations inside County buildings or Contractor's unauthorized access of non-publicly accessible records obtained inside County buildings (this paragraph is not subject to a Cure Period);
6. Contractor's failure to timely pay its Personnel and Subcontractors without cause;
7. Contractor's failure to pay Contractor's debts as they come due, or Contractor's assignment for the benefit of creditors, or filing or acquiescing to any petition in any court or proceeding for bankruptcy, reorganization, or insolvency;
8. Contractor's failure to promptly remove any lien that may be filed on the Work, the Apparatus, or the Parts; *and/or*
9. Contractor's failure to perform material obligations under the Agreement.

- B. Notice. In the event of any Breach of this Agreement, the non-breaching party may provide written notice to the breaching party, articulating the circumstances of the Breach and that it intends to terminate the contract unless the Breach is cured.

- C. Cure Period. Except as otherwise provided in this Agreement, the breaching Party will have seven (7) days to cure any breach after having received notice thereof; provided, however, that if the Breach is capable of being cured but not during such timeframe, and if the breaching Party is diligently attempting to cure the Breach, then the Cure Period shall be extended for a reasonable time as long as the breaching Party has submitted a detailed plan to cure the Breach.

- D. Cumulative Remedies. Except as specifically stated in this Agreement, all remedies provided for in this Agreement shall be cumulative and in addition to, and not in lieu of, any other remedy available to either Party at law, in equity, by contract, or otherwise. Such remedies specifically include attorney's fees and court costs.

11. Termination.

- A. For Breach. If Contractor fails to cure, or commence to cure and prosecute within a reasonable time, a Breach during the Cure Period, then Owner may immediately terminate this Agreement for Breach without penalty by providing written notice to Contractor.
- B. Effect of Termination.
1. Subject to any payment and reporting obligations, each Party's rights and obligations pursuant to this Agreement shall cease immediately upon termination, except as otherwise provided in this Agreement.
 2. Upon termination of this Agreement related to Contractor's Breach:
 - a. Owner may fully collect on any Proposal Bond;
 - b. Contractor shall not be entitled to receive any further payment until the Project has been completed; *and*
 - c. if Owner's costs in ensuring complete performance of the Project should exceed the unpaid balance of the Contract Price, then Contractor shall promptly pay upon presentment of a claim the difference to Owner. Such costs shall include, not only the cost of completing the Work through other Persons, but also any and all losses, damages, costs, and expenses, including attorneys' fees, incurred by Owner related to the re-procurement and defense of claims arising from such Breach.
- C. Survival. Provisions in the Contract Documents relating to, as applicable, definitions, corrective Work, remedies, warranties, bonds, insurance, indemnification, confidential information, limitation of liability, Breach, dispute resolution, and all provisions in the "Miscellaneous" section shall survive the expiration or termination of this Agreement to the maximum extent permitted by law.

12. Dispute Resolution.

- A. Expediency. Time is of the essence in the resolution of disputes.
- B. Delays Minimized. The existence of a dispute notwithstanding, Contractor shall continue without delay to perform any Work that is not affected by the dispute in accord with the Contract Documents. Should Contractor fail to continue to perform the non-disputed Work without delay, any additional reasonable, direct costs incurred by Owner or Contractor as

a result of such failure to proceed shall be borne by Contractor, and Contractor shall have no claim against Owner for such costs.

- C. Withheld Amounts. Owner may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by Owner to Contractor of one or more invoices not in dispute in accordance with the terms of this Agreement shall not be cause for Contractor to terminate this Agreement, and Contractor shall take reasonable efforts to ensure that a direct repudiation exists for the nonpayment before taking further legal action.
- D. Mediation. If a dispute should arise out of or relate to the Contract Documents, or the alleged Breach thereof, and if the dispute is not settled through direct negotiation, the Parties shall first try in good faith to settle the dispute by mediation within at least thirty (30) days administered under the Indiana Rules for Alternative Dispute Resolution before resorting to arbitration, litigation, or some other dispute resolution procedure. Mediation proceedings will stay any disputed Invoice. In the event that the Parties are unable to agree on a mediator, a mediator shall be appointed by the Indiana Association of Mediators. The process shall be confidential based on terms acceptable to the mediator and/or mediation service provider. The Parties shall each pay one-half of the mediator's fees and costs.
- E. Governing Law. The Contract Documents shall be governed by and construed in accordance with the laws of the State of Indiana, without giving effect to the principles thereof regarding the choice of law or conflicts of laws.
- F. Forum. Any action or proceeding arising from or relating to the Contract Documents shall be under either the exclusive jurisdiction of the state courts located in LaGrange County, Indiana or the United States District Court for the Northern District of Indiana, Fort Wayne Division. By executing this Agreement, Contractor submits to the exclusive jurisdiction of such courts.
- G. Waiver of Jury Trial. THE PARTIES EACH AGREE TO AND DO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER PARTY HERETO AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, ANY CLAIM OF INJURY OR DAMAGE, AND/OR ANY STATUTORY REMEDY.
- H. Costs. In any legal action except mediation that arises out of or relates to this Agreement, the Party that substantially prevails may recover from the other Party its costs and expenses (including reasonable attorneys' and paralegal fees) incurred in connection with the action, any appeal, and collection of any judgment therefrom.

13. Successors, Assigns, and Beneficiaries.

- A. Binding to Successors. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their personal representatives, heirs, legatees, devisees, assigns, and successors in interest.
- B. Assignment Prohibited. Neither Party may assign, sublet, or transfer this Agreement or any rights or interest in this Agreement. Contractor shall not assign any duty under the Contract Documents without the written consent of Owner as such delegation does not relieve any obligation to perform.
- C. Effect of Assignment. Except as specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this Agreement.
- D. Third-Party Beneficiaries. Except as otherwise explicitly provided in the Contract Documents, no other person has any rights, remedies, or interest under this Agreement.

14. Notice.

- A. Sufficiency.
 - 1. A document, notice, demand, or communication or properly addressed and sent by certified mail (postage prepaid) or recognized overnight shipping service to any Party using the contact information provided in this Agreement shall constitute sufficient written notice whenever written notice is required or permitted for any purpose of the Contract Documents.
 - 2. A document, notice, demand, or communication personally delivered or sent by first-class mail, email, or facsimile notice shall constitute sufficient written notice when acknowledged in writing by the receiving Party.
 - 3. Email is proper between the Project Manager and Contractor's Project Representative for communications relating to the performance of the Work.
- B. Contact Information. The Parties may be contacted using the contact information provided on the signature page of this Agreement or the Proposal Form.
- C. Timing Rules. Notice shall be considered sent either when personally received, sent by email, or postmarked by the United States Postal Service or other carrier.

15. Miscellaneous.

- A. No Waiver. No right conferred on any Party under this Agreement shall be deemed waived, and no Breach of this Agreement excused, unless such waiver is in writing and signed by the Party claimed to have waived such right. No waiver (including an implied waiver by offering or accepting payment) of one or more of the provisions of this Agreement or the failure to enforce any provision of this Agreement by either Party shall be construed as a

waiver of any subsequent Breach of this Agreement, nor as a waiver of the right at any time thereafter to require strict compliance with all of its terms and conditions.

- B. Draftsperson. No presumption or rule shall lie against any Party on the grounds that such Party or its attorney was responsible for preparing this Agreement or any part hereof.
- C. Severability. Should any court, arbiter, or government agency determine any provision of this Agreement to be invalid, illegal, unenforceable, or against public policy, such holding shall not diminish the validity or enforceability of any other provision unless the remainder is so essentially and inseparably connected with, and so dependent upon, the invalid, illegal, or unenforceable provision or application that it cannot be presumed that the remainder would have been agreed to without such provision or application.
- D. Entire Agreement. This Agreement contains, in final form, all the terms of the Parties' mutual understanding and accord relating to the subject matter of this Agreement and supersedes all prior and contemporaneous discussions, negotiations, understandings, and arrangements relating to the subject matter.
- E. Amendments. This Agreement shall not be modified, amended, or supplemented except in a written instrument executed by a duly authorized representative of each Party.

[Continue to next page for Signature section.]

16. Acknowledgment.

IN WITNESS WHEREOF, the Parties hereby agree to all the foregoing terms and conditions. Each Party acknowledges that it has read and understood its terms, has had the opportunity to consult with independent legal counsel, has signed this Agreement voluntarily and without duress, and that its undersigned representative has the right and power to enter into this Agreement. Each Party warrants that any assertions herein are true to the best of its knowledge.

[NAME] (“Contractor”)

[Signatory], [Title] _____
Date

(“Contractor”)

Full Legal Name of Business Entity

Full Mailing Address

Printed Name of Signatory Below _____
Title

Signature _____
Date

Board of Commissioners of the County of LaGrange (“Owner”)

Terry Martin, President _____
Date

ATTEST:

Kathryn Hopper, Auditor

INDIANA LAW AFFIDAVIT

This Indiana Law Affidavit forms an enforceable part of the Chassis Purchase Agreement (“Agreement”) between the undersigned entity (“Contractor”) and LaGrange County, Indiana.

Pursuant to IC § 5-22-16-6, Contractor deposes under the penalties for perjury that it has not employed or retained any third party to solicit or secure the Agreement; that it has not entered into, nor offered to enter into, any combination, collusion, or contract with a third party with respect to the Agreement; and that it has not received or paid any fee, commission, percentage, or any other consideration, contingent upon or resulting from the price to be offered, the award, and/or execution of the Agreement; excepting what is explicitly stated in the terms and conditions.

Contractor affirms that no forced labor (as defined in 19 U.S.C. 1307) will be used to produce any supplies under the Agreement and that any steel products (as defined in IC § 5-22-15-25) used or supplied under the Agreement will be made in the United States.

Contractor also affirms compliance with the substantive parts of IC § 22-9-1-10 and LaGrange County Anti-Discrimination Ordinance 2019-04-08 on employment non-discrimination, which are hereby incorporated into this Indiana Law Affidavit. Finally, as required by IC § 5-22-16.5, Contractor hereby certifies that it is not engaged in investment activities in Iran.

Full Legal Name of Business Entity	Entity State / Type
Agent’s Full Printed Name	Title
Signature	Date

STATE OF _____ }
 COUNTY OF _____ }

Before me, a Notary Public in and for said County and State, appeared the individual identified immediately above, as the identified officer of the business entity identified above, proved to me based on satisfactory evidence and/or personally known to me, who acknowledged execution of the foregoing Indiana Law Affidavit to be a voluntary act, and who, having been duly sworn, stated that, as such officer and with full authority, all representations made herein are true. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

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

 Notary Public Signature and Printed Name

My commission expires: _____, resident of _____ County.

PROPOSAL FORM

2023 LAGRANGE COUNTY CHASSIS PURCHASE PROJECT

Please carefully read the Contract Documents, and then make a conforming Proposal as desired. Each item must account for all inclusions identified as such in the Contract Documents.

#	Item	Unit Price	Quantity	Total Price
1	Chassis	\$ _____	2	\$ _____
TOTAL PROPOSAL PRICE SPELLED OUT				
FACTORY LOCATION				
CHASSIS MAKE, MODEL, AND YEAR				
CHASSIS FRAME DIMENSIONS AND RBM			TIRE MAKE AND MODEL	
RECOMMENDED REAR AXLE RATIO			REAR AXLE BRAND	

LIST EXCEPTIONS AND ALTERNATES ON NEXT PAGE

The undersigned covenants that he or she is fully empowered to execute and deliver this Proposal Form on behalf of the entity identified below (“Offeror”) and that, if accepted by the Owner, this Proposal Form will constitute a lawful and binding obligation of the Offeror to complete the Project in accord with the Request for Proposals and the Specifications.

Entity: _____ Rep.: _____
 By: _____ Email: _____
 Title: _____ Office: _____
 Date: _____ Cell: _____
 Address: _____

List below or on an extra sheet any exceptions or conditions (e.g., advance payment terms), alternates (e.g., substituted Parts or Target Date cost differentials), or other pricing options. For each exception related to Standard Parts, include the subsection and paragraph information that contains the language excepted to, along with the full reasons for making the exception. For example, “Sec. 2(L)(3) Standard Parts – Tires – We only provide Goodyear tires.” Though Owner will act in good faith, conditions or exceptions may be grounds for Owner to reject the Proposal.

Please sign any modifications page. _____