



City of Anderson Transportation System

# BID PACKET

*for the purchasing of*

## FIXED ROUTE BUSES for the City of Anderson Transit System



Prepared By:  
The City of Anderson Transportation System  
530 Dale Keith Jones Road  
Anderson, IN 46011

Notice Date: October 13, 2023  
Bid Due Date: December 11, 2023



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**City of Anderson Transportation System**



**City of Anderson Transportation System**

**LEGAL NOTICE: REQUEST FOR BIDS FOR THE PURCHASE OF NEW BUSES**

The City of Anderson Transit System, acting by and through the City of Anderson’s Board of Public Works, is seeking bids for the purchase of up to nine new fixed-route transit buses from an Eligible Transit Vehicle Manufacturer. A bid packet, including federal requirements, instructions to bidders, sample contract and forms, will be available on the City of Anderson Transit Systems’ website (<https://www.cityofanderson.com/136/City-of-Anderson-Transit-System-CATS>) and electronically at [bking@cityofanderson.com](mailto:bking@cityofanderson.com).

Funding for the undertaking of this project is provided by the Federal Transit Administration and the City of Anderson, Madison County, Indiana. All terms and conditions applying to federally assisted contracts are applicable to this invitation for bids. The City of Anderson Transit System (CATS) must comply with Department of Transportation requirements as to with all applicable EEO laws, regulations, and minority business. The successful bidder will be required to comply. All bidders will be required to certify that they are not on the Comptroller General's list of ineligible contractors. Winning Bidder MUST NOT be debarred from federal work on the SAM.gov website prior to contract being signed.

Bids proposals must be submitted to the Board of Public Works in Room 501 at City Hall located at 120 E. 8<sup>th</sup> Street, Anderson, Indiana, OR electronically at [sjohnson@cityofanderson.com](mailto:sjohnson@cityofanderson.com) by 4:00 PM on December 11, 2023, in a sealed, opaque envelope marked with the Bidder’s name, address and telephone number and bearing the following caption:

Bid for: Purchase of Fixed-Route Buses for CATS  
Bid Opening Date: 1:30 PM Tuesday, December 12, 2023

Bid responses will be opened by the Board of Public Works and Safety on Tuesday, December 12, 2023 at 1:30 PM in room 501 of the City Building. Bid responses may be held by the Board of Works for a period not to exceed sixty (60) days. No Bidder may withdraw his/her Bid for a period of sixty days after the date set for opening of Bids. The Board of Works has the right to reject any and all Bid responses.

All communication regarding this Bid, including any addenda issued, will be conducted by email only. Further questions may be submitted to Brad King at [bking@cityofanderson.com](mailto:bking@cityofanderson.com).

CITY OF ANDERSON, INDIANA

By and through its Board of Public Works /s/ David Eicks, Chairman  
/s/ Jack Keesling, Member  
/s/ Richard Symmes, Member

ATTEST:  
/s/, Stacy Johnson, Administrative Assistant  
Anderson Herald-Bulletin: Oct. 13 and Oct. 21, 2023



**City of Anderson Transportation System**

**PART 1 – INSTRUCTIONS TO BIDDERS**

**1.1 IDENTIFICATION**

Project: **IN-2022-018-00 Project 02 Purchase of New Fixed-Route Buses in Anderson, Indiana**

Let Date: **October 13, 2023**  
Due Date: **December 11, 2023**  
Opening Date: **December 12, 2023**

Procuring Agency: **City of Anderson Transportation System  
530 Dale Keith Jones Road  
Anderson, Indiana 46011**

Contracting Officer: **City of Anderson Board of Public Works  
120 East Eighth Street, Room 501  
Anderson, Indiana 46016**

**1.2 DEFINITIONS**

Whenever the words hereinafter or pronouns used in their stead occur in these documents, they shall have the meaning herein given:

**“Authorized Signee”** The person who is executing this contract on behalf of the bidder/Contractor and who is authorized to bind the bidder/Contractor.

**“Bid” or “quote”** used interchangeably throughout these documents, meaning the price which one will perform the work described in the bid or quote documents.

**“Bid packet”** documents including, but not limited to, federal requirements, Instructions to Bidders, Sample Contract, and Bid Forms.

**“Bidder”** the individual or entity who is submitting a response to the Notice to Bidders. Used in these Instructions as the individual/entity who has not been yet awarded the contract to perform the deconstruction or demolition project. Once awarded the contract, this individual/entity becomes/is referred to as the Contractor.

**“CATS”** refers to the City of Anderson Transit System or Local Public Agency that administers these projects on behalf of the City of Anderson Transit System.

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**"Contract"** shall include the entire component parts of the Contract as well as the plans, drawings, wage determinations and federal requirements referred to herein.

**"Contracting Board"** The Board of Public of Works, hereinafter called the "Board" (or referenced as the City or Contracting Entity), which is empowered to execute this contract on behalf of the Procuring Agency and who has complete and final authority except as limited herein.

**"Contractor"** shall mean the person, firm or corporation entering into a contract with City to complete the work herein specified, set out and shown. Used in these Instructions as the individual/entity who was the successful Bidder and has entered into a contract to perform the infrastructure project.

**"Inspector"** shall be the person who is the designated representative of the Project Supervisor and who is in charge of the inspection of the work.

**"Procuring Agency"** shall be the department or agency purchasing the services, goods, and/or work described in this bid packet.

**"Project Supervisor"** or **"Supervisor"** shall be the designee or authorized agent of CATS for the project.

**"Specifications"** shall include the general conditions, detail specifications, diagrams, plans and drawings.

**"Subcontractor"** shall mean a person, firm or corporation other than the Contractor supplying labor and materials or labor for work at the site of the project.

**"Supplier"** Any vendor supplying the contracted materials purchase of a new trolley.

**"Work"** Any and all labor, supervision, services, materials, machinery, equipment, tools, supplies, and facilities called for by the contract and necessary to the completion thereof.

### 1.3 SUBMISSION, AND REQUIREMENTS FOR BID

1.3.1 CATS will give proper notice of its invitation to bid for the performance of labor and provision of materials as called for in drawings and specifications. The name of the notice document is "Notice to Bidders." Information as to the requirements to respond to this bid invitation is available in the bid packet.

1.3.2 An original and two (2) copies of the bid proposal shall be submitted to the Contracting Officer's address noted above in Section 1.1 OR be electronically submitted to Stacy Johnson at [sjohnson@cityofanderson.com](mailto:sjohnson@cityofanderson.com) on or before the date and time called for in the "Notice to



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## City of Anderson Transportation System

Bidders". Bid proposals shall be enclosed in a sealed opaque, properly marked envelope with the name of the company of the bidder and bearing the information from Section 1.1.

1.3.3 Strict compliance will be complied with the requirements of these "Instructions to Bidders", and the instructions on the document forms. Packages delivered after the time stated in the Notice to Bidders will be returned unopened. It is very important to make these fully-completed form and date/time deadlines.

**NOTE: DO NOT BRING BID RESPONSES TO THE CATS OFFICE – THEY WILL BE REFUSED!**

1.3.4 Bid responses will be opened by the City's Board of Public Works and Safety at its weekly meeting. Bid responses may be held by the City's Board of Public Works and Safety for a period of time not to exceed sixty (60) days. The City's Board of Public Works and Safety reserves the right to reject any and all bid responses.

## 1.4 BASIS OF BID PROPOSAL

1.4.1 Legal and acceptable bids shall only be from Contractors regularly engaged in contracting, and who, through past performance, can successfully perform the work specified. The bid must set forth full, accurate, and complete information as required by these Combined Specifications.

1.4.2 In the event a single bid is received, CATS Long Range Planner has already conducted a price analysis of the bid prior to the award of the contract. In addition, the bid must be reviewed and approved by the Federal Transit Administration (FTA) before award of the contract can be given.

1.4.3 Terms of payment: shall be thirty (30) days net after acceptance of the delivery, pursuant to these specifications. Bidder shall state bid price based on payment terms of thirty (30) days after acceptance.

1.4.4 Any conditional, limited, or qualified bid will be considered non-responsive; any variance or exceptions from the bid package without prior approval from the City shall render the bid non-responsive.

## 1.5 PREPARATION OF BID PROPOSAL

1.5.1 All bid responses must be submitted on the forms included in the bid packet. The bidder shall fill in total price for the purpose of determining the best and lowest bid and the unit price bid amount in the event of additional work being required. These unit prices shall be used to determine the costs for changes in the work agreed to and authorized by the Owner.

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## City of Anderson Transportation System

1.5.2 Amounts shall be written with ink or typewritten in words and figures, if required. Should there be any discrepancies between words and figures indicating any amount in proposal, amount written in words shall prevail. Bids written in pencil will NOT be accepted.

1.5.3 Any bid proposal not signed by the "individual" making same shall have attached to it a Power of Attorney, evidencing authority of the signee to sign bid name of person for whom it is signed.

1.5.4 A bid proposal signed for a "partnership" shall be signed by all partners or by an attorney-in-fact; there shall be attached to the bid a Power of Attorney, evidencing authority to sign bids, executed by the partners.

1.5.5 Bid proposals which are submitted by a "corporation" shall have the correct corporate name and signature of the President (or other authorized signee of the corporation) and Secretary, manually written below the corporate name following the word "By: \_\_\_\_\_", and shall have affixed the corporate seal.

1.5.6 Each multi-page document submitted as part of the bid must be stapled. Do not submit any documents over one-page in length without being stapled. However, do not staple all of the pages of the bid response together as one. Please do NOT submit bound bids. The following documents shall constitute a Contractor's bid proposal and are to be properly executed and submitted in this order:

- A. **Bid Form:** properly executed and completed. OR **Bid Form No. 96:** Prescribed by the Indiana State Board of Accounts for procurement of materials, equipment, goods, or supplies.
- B. **Non-Collusion Affidavit:** properly executed and completed.
- C. **Affidavit Concerning Employment of Unauthorized Aliens:** properly executed and completed.
- D. **Certification Regarding Debarment, Suspension, & Other Responsibility Matters:** properly executed and completed.
- E. **Certificate of Non-Segregated Facilities:** properly executed and completed.
- F. **Buy America Certification:** All bidders are required to certify that they will comply with the requirements of 49 CFR Part 661 pertaining to Buy America regulations.
- G. **Eligibility Certification:** All bidders are required to certify that they are not on the United States Comptroller General's list of ineligible contractors.

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- H. **Certification of Restrictions on Lobbying:** Requirement on any community purchase certifying that no funds have been paid in an attempt to influence the awarding of this contract.
- I. **Certification of Lower Tier Participants Regarding Department suspension, and other Ineligibility and Voluntary Exclusion:** Certification stating the contractor's compliance with the subject assurances.
- J. **State of Indiana Drug-Free Workplace Certification:** Under Executive Order No. 90-5, no contract may be awarded or continued if the contractor does not agree to the assurances made regarding a drug-free workplace.
- K. **Certification of Compliance with "Americans With Disabilities Act of 1990 (ADA)":** Certification that justifies compliance requirements as addressed in the 1990 ADA, 49 CFR Part 38.39.

### 1.6 STATE OF BIDDER'S QUALIFICATIONS

1.6.1 CATS will not award the contract to any bidder who does not furnish satisfactory evidence that they have the ability and experience in this area of work, there is sufficient capital and plan to complete the work specified.

1.6.2 A financial statement of the bidder is mandatory to be awarded a contract. Any bid response submitted without this financial statement will be rendered invalid. The information provided by the bidder in this financial statement must be detailed so that the City can be assured of the bidder's financial capability to complete the awarded deconstruction or demolition project.

1.6.3 If the Standard Questionnaire and Financial Statement for Bidders (Indiana State Board of Accounts Form 96 Part II and III; available at <http://www.in.gov/sboa/files/Form96.pdf>) is substituted for the City's bid form, a financial statement must still be included.

1.6.4 Bidders need to be able to provide buses from an Eligible Transit Vehicle Manufacturer as listed at <https://www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/eligible-transit-vehicle-manufacturers>.

### 1.7 ALL COMMUNICATIONS CONDUCTED BY EMAIL

1.7.1 Any and all inquiries pertaining to Contract Documents or process of responding, addendums to documents required for Bidders or Contractors, and submission of Bid

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## City of Anderson Transportation System

Responses need to be made via email to CATS, Brad King Long Range Planner at [bking@cityofmuncie.com](mailto:bking@cityofmuncie.com). Any response will be made via email to all Bidders.

1.7.2 If any person submitting a bid proposal for work is in doubt as to true meaning of any part of Contract Documents, he may submit request for an interpretation made via email CATS, Brad King Long Range Planner at [bking@cityofmuncie.com](mailto:bking@cityofmuncie.com). Any interpretation of such Contract Documents will be made to addendum issued.

1.7.3 Addendum may be issued by CATS no later than 4:00 p.m. on the Friday prior to the Bid opening date. Any addendums will be emailed to each Bidder or Bidder's Attorney-in-fact who attended the mandatory Pre-bid Conference (if applicable). Addendums will NOT be faxed or mailed. When issued, the addendums become part of the Quote packet and Contract Documents. Receipt of these addendums, when issued, should be noted on the Bid Form. Failure to note receipt of such addendums does NOT exempt Bidder from compliance with the addendum information or requirements.

## 1.8 BID WITHDRAWAL

Any bidder may withdraw or modify their bid proposal at any time until scheduled time for receipt of bid proposals. No bid proposal shall be withdrawn after scheduled time for receipt of bid proposals without consent of The City for a period of 60 days.

## 1.9 AWARD OF CONTRACT - REJECTION OF BIDS

1.9.1 The City intends not to award the Contract to any bidder who does not furnish satisfactory evidence that he has the ability and experience in this class of work, and that he has sufficient capital and plant to enable him to procure the same successfully and to complete the work in the time named in the proposal. The City reserves the right to reject any and all bids.

1.9.2 The award of Contract will be made to the lowest and/or best bidder in accordance with the requirements of 2 CFR 200.320, as amended. Under the provisions of Part 200, businesses that qualify may be eligible for preference in the awarding of contracts.

**Disadvantaged Business Enterprise:** It is the policy of the City of Anderson that disadvantaged business enterprises shall have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds under this contract; however this contract is not a DBE set aside.

1.9.3 The Contract shall be deemed as having been awarded when the City has officially acknowledged award of the Contract.

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## City of Anderson Transportation System

1.9.4 The City reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejections or waiver is in the interest of the City.

### 1.10 AWARD OF CONTRACT - EXECUTION OF CONTRACT

1.10.1 A contract shall be deemed to have been awarded when an acceptance of the proposal shall have been submitted to the successful bidder with a signature(s) of the duly authorized official(s) of the City of Anderson's Board of Public Works. The contract award shall be submitted with the appropriate signatures to the successful bidder within ten (10) days after the bid opening date. Delivery of contract documents shall be determined by the Contractor's signature on the certified mail receipt(s).

1.10.2 Failure of the successful bidder to enter into a contract within ten (10) consecutive calendar days of acceptance by the City and notice to the successful bidder shall be cause for forfeit of the Bid Security (either Certified Check or Bid Bond; if applicable) for liquidated damages.

1.10.3 Each bid proposal will be submitted with the full understanding that the acceptance in writing by the City of Anderson of the contractor to fulfill the contracting requirements described in these Combined Specifications shall constitute a contract between the successful bidder and the City and shall bind the bidder on his/her part to complete the conditions of the Combined Specifications. The bid price shall be the maximum compensation or reimbursement that the City of Anderson will pay under said contract. Acceptance of same is referred to in Section 1.10.1 above. Exception to this may be found in Section 2.8.

1.10.4 A Notice to Proceed will be issued when the Contract is executed. Contractor shall commence work immediately following the receipt of Notice to Proceed. The work of the Contract shall be completed within the period of time indicated in the Contract.

1.10.5 The Altoona Bus Testing Report will be required to be submitted to the City after buses are built but prior to delivery and acceptance of buses.

### 1.11 INSURANCE AND LEGAL RESPONSIBILITY

1.11.1 The Contractor shall not commence any work until he obtains, at his own expense, all required insurance. Such insurance must have the approval of the City as to limit, form, and amount. The Contractor will not permit any Subcontractor to commence work on this project until the same insurance requirements have been complied with by each Subcontractor. The Contractor or Insurance Company shall furnish proof that said insurance company is bondable.

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1.11.2 The type of insurance the Contractor is required to obtain and maintain for the full period of the Contract will be Workmen's Compensation Insurance, Comprehensive General Liability Insurance, and Builder's Risk "All-Risk" Insurance (see 10.7).

1.11.3 If the Contractor or any Sub-contractor claims exemption from the Workers Compensation Insurance requirement based on contract-employee status, a current and valid certificate of exemption issued by the Indiana Department of Revenue and duly stamped by the Worker's Compensation Board of Indiana will need to be submitted to the City (See Appendix).

1.11.4 The Contractor shall carry or require that there be carried Manufacturer's and Contractor's Public Liability Insurance with limits of \$100,000/\$300,000 to the City of Anderson, Contractor or his Sub-Contractor against claims for injury to death of one or more persons due to fire, explosion and all other accidents which may occur or result from operations under the Contract on or off the premises. Such insurance shall cover the use of all equipment, hoists, and motor vehicles on the site or going to and from the site.

1.11.5 Each and every employee of the Contractor and the Sub-contractor are exclusive employees of the Contractor or Sub-contractor.

11.6 The Contractor will name the City as an additional insured and hold the City harmless on all aspects of the performance of this Contract.

11.7 The Contractor shall furnish evidence of Insurance providing the following coverages and limits:

| <b>Coverage</b>  | <b>Limits</b>                                    |
|--|--|
| Comprehensive General Liabilities (including Contractual)<br>\$1,000,000 aggregate             | \$500,000 each person<br>\$500,000 each accident |
| Property Damage<br>\$1,000,000 aggregate or<br>\$500,000 CSL Bodily Injury and Property Damage | \$500,000 each person                            |
| Workmen's Compensation   | Statutory  |
| Employer's Liability   | \$250,000  |
| Automobile Liability/Bodily Injury   | \$500,000 each person<br>\$500,000 each accident |
| Umbrella   | \$1,000,000                                      |

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## City of Anderson Transportation System

### 1.12 TAX EXEMPTIONS

1.12.1 No state sales tax is due or payable on any material furnished to the project. A Sales Tax Exemption form will be furnished by the City upon request.

### 1.13 UNAVAILABILITY OF MATERIALS

1.13.1 Bids must be based on the use of materials specified, subject to the provisions of any addenda issued. If the Contractor is unable to furnish or use any of the materials or equipment specified because of any order by a governmental agency limiting the manufacturer or use, or because the supply situation in the general market for such materials or equipment is affected, the Contractor shall offer substitutes therefore. The substitutes shall be suitable for the purpose, considering the factors of quality, serviceability, appearance, and maintenance. No substitute shall be used until it has been approved by the project inspector.

1.13.2 No consideration will be given to the use of substitutes on account of market conditions, unless the Contractor demonstrates that for the item in question, he placed his order and submitted shop drawings without delay; that he has shown due diligence in attempting to locate the item as specified; and that the unavailability is due to market conditions in general throughout the particular industry.

1.13.3 If substitutes are used in the work, the compensations to be paid the Contractor shall be subject to review and adjustment. As a general principle, if the Project Inspector shall determine that the substitute will be less satisfactory, the Contractor shall allow a credit to the City. Only under unusual circumstances shall there be an increase in compensation to the Contractor. Adjustments will be based on the cost of the appropriate items at the time the bids were opened.

### 1.14 CHANGE IN SCOPE OF PROJECT

1.14.1 The City reserves the right to re-bid any portion of this project when alterations of design or the scope of the work is expanded to such a degree that additional costs are anticipated to exceed 10% of the Contract amount.

### 1.15 CHANGE ORDERS

1.15.1 Contractor will NOT be allowed any extra compensation for any matter or thing which Contractor could reasonably ascertain or acquaint him/her/itself prior to bidding. No change order will be recognized without prior approval of the City. If the Contractor performs any work prior to receiving approval of the City, any such work will be at his own expense, and the City

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## City of Anderson Transportation System

shall not consider any request for reimbursement.

### 1.16 RIGHT OF ACCESS

1.16.1 The Bidder, if awarded the Contract for this project, agrees that the representatives of the Environmental Protection Agency, the State of Indiana, and all other regulatory agencies will have access to the work whenever it is in preparation or progress, and that the Contractor will provide facilities for such access and inspections.

### 1.17 GENERAL CONTRACTOR'S LIABILITY

1.17.1 Liability of Contractor for Employees: Each and every employee of the Contractor and each and every one of his Sub-contractors engaged in the said work shall for all purposes be deemed and taken to the exclusive servants of the Contractor and not for any purpose or in any manner be relieved from responsibility or liabilities on account of any fault or delay in the execution of the said work, or any part thereof, by any such employee, or any such Subcontractor, or any material men whatsoever.

### 1.18 INTENT OF THE CONTRACT DOCUMENTS

1.18.1 The Notice to Bidders, Instructions to Bidders, Contract, and Specifications/Scope of Work are complementary and what is called for by one shall be as binding as if called for by all. The intention of the Contract Documents is to include in the Contract price of all labor and materials, water, fuel, tools, plants, equipment, light, transportation and all other expenses as may be necessary for the proper execution of the work.

1.18.2 In interpreting the Contract Documents, words describing material or work which have well known technical or trade meanings unless otherwise specifically defined in the Contract Documents shall be construed in accordance and with such well known meanings recognized by registered engineers and the trade.

### 1.19 COMPLIANCE WITH THE LAW

1.19.1 Contractor is responsible for providing all notices, payment of all fees, and complying with all laws, ordinances, rules, and regulations bearing on the performance of the work.



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**City of Anderson Transportation System**

**1.20 PROTECTION TO PROPERTY**

1.20.1 Materials delivered shall be neatly, safely and compactly piled up along the sides of the roadway in which the improvements are located or adjacent thereto, as the Engineer may direct in such a manner as to cause the least inconvenience and damage to property and to the general public, and not within fifteen (15) feet of any fire hydrant. Public and private drives, street crossings, and walkways shall be kept open to the greatest degree possible.

**PART 2 – SAMPLE CONTRACT AGREEMENT**

**CONTRACT AGREEMENT  
for  
PURCHASE OF NEW TRANSIT BUSES**

THIS AGREEMENT IS MADE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, between the City of Anderson, Indiana, acting by and through its **BOARD OF PUBLIC WORKS** and \_\_\_\_\_, hereinafter known as the "**CONTRACTOR**".

In reconsideration of the mutual promises and agreements hereinafter set forth, the parties agree as follows:

**2.1 Contract Documents**

2.1.1 The contract documents consist of this agreement, advertisement for bids, instructions to bidders, specifications, alterations in addenda specifications as approved in writing by the City of Anderson, Indiana, and all agenda issued prior to execution of this agreement and all modifications issued, and approved in writing, by the City of Anderson, Indiana, subsequent thereto, as well as the bid proposal itself. These form the contract, and are as fully a part of this contract as if attached to this agreement or repeated herein.

**2.2 Scope of Contract**

2.2.1 This contract shall include only specifications to purchase transit buses for the City of Anderson Transportation System and in no way include or pertain to any other contracts for the City of Anderson.

**2.3 Statement of Financial Assistance**

2.3.1 This contract is subject to the financial assistance contract between the City of Anderson, Indiana, the U.S. Department of Transportation, and the Indiana Department of Transportation.

33 2.4 Contract Changes

34 Any proposed change(s) in this contract shall be submitted to the City of Anderson, Indiana for  
35 its prior approval in writing thirty (30) days prior to said change(s).  
36

37 2.5 Assignment

38 Assignment of any portion of the work under this contract by subcontract must be approved in  
39 writing, in advance, by the City of Anderson, Indiana.  
40

41 2.6 Payment

42 2.6.1 Payment for contracting shall be made within thirty (30) days from the date of the final  
43 inspection of the Procuring Agency.

- 44
- 45 (A) After completion of delivery and approval of final inspection by the Procuring  
46 Agency, bills may be submitted to the City for payment.  
47
  - 48 (B) The City shall make payment in full within thirty (30) days net after final  
49 inspection is completed.  
50
  - 51 (C) The prime contractor agrees to pay each subcontractor under this prime contract  
52 for satisfactory performance of its contract no later than thirty (30) days from the  
53 receipt of each payment the prime contractor receives from the City of Anderson  
54 Transportation System (CATS).  
55
  - 56 (D) The prime contractor agrees further to return retainage payments to each  
57 subcontractor within thirty (30) days after the subcontractor's work is  
58 satisfactorily completed.  
59
  - 60 (E) Any delay or postponement of payment from the above referenced time frame  
61 may occur only for good cause following written approval of the City of Anderson  
62 Transportation System (CATS). This clause applies to both DBE and non-DBE  
63 subcontractors.  
64
  - 65 (F) Non-compliance with the prompt payment clause will result in possible contract  
66 sanctions as the CATS or the FTA may deem to be appropriate, including, but not  
67 limited to:  
68

- 69                   1)       withholding of payments to the prime contractor under the contract until  
70   the prime contractor complies; and/or  
71  
72                   2)       cancellation, termination, or suspension of the contract, in whole or in  
73   part.  
74

75   2.7   Contract Period

76   2.7.1   This contract shall begin on \_\_\_\_\_ and shall end no later than \_\_\_\_\_,  
77   subject to fulfillment of all terms and conditions of this contract.  
78

79   2.8   Termination or Breach of Contract

80   2.8.1   The City of Anderson reserves the right to terminate the contractual agreement if it is  
81   determined by the City that the Contractor is failing to perform in the manner called for in these  
82   Combined Specifications, or if the Contractor has failed to comply with any other provisions of  
83   the contract.  
84

85   2.8.2   Termination will be effective immediately upon receipt of a written notice sent to the  
86   Contractor via certified mail from the Board. Said notice will set out in detail the reasons for  
87   termination. The City shall be liable to the contractor only for that compensation resulting from  
88   services rendered by the Contractor to the time of termination as provided in the aforesaid  
89   notice.  
90

91   2.8.3   The City shall pay or arrange to pay the Contractor for such compensation performed up  
92   to the date of termination within fifteen (15) days after the date of termination of the within  
93   contract.  
94

95   2.8.4   If it is later determined by the City that the Contractor had an excusable reason for not  
96   performing, such as a strike, fire, flood, or events which are not the fault of or beyond the control  
97   of the Contractor, then the City, after setting up a new schedule, may allow the contractor to  
98   continue work.  
99

100   2.9   Ineligible Contractors

101   2.9.1   The Contractor hereby certifies that it is not included on the U.S. Comptroller General's  
102   Consolidated List of Persons or Firms Currently Debarred for Violations of Various Public  
103   Contracts Incorporating Labor Standard Provisions.  
104

105 2.9.2 No member, officer, or employee of the City of Anderson or of a local public body during  
106 his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in this  
107 contract or the proceeds thereof.  
108

109 2.9.3 No member of, or delegate to, the Congress of the United States shall be admitted to  
110 any share or part of this contract or to any benefit arising there from.  
111

## 112 2.10 Equal Employment Opportunity

113 2.10.1 In connection with the exception of this contract, the Contractor shall comply with  
114 Executive Orders 11246 and 11375 and not discriminate against any employee or applicant for  
115 employment because of race, religion, color, sex, or national origin. The Contractor shall take  
116 affirmative action to insure that applicants are employed, and that employees are treated during  
117 their employment, without regard to their race, religion, color, sex, or national origin. Such  
118 actions shall include, but not be limited to the following: employment, upgrading, demotion, or  
119 transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay, or other  
120 forms of compensation; and selection for training, including apprenticeship.  
121

## 122 2.11 Indemnification

123 2.11.1 The Contractor agrees to indemnify and hold blameless all agents, officials, and  
124 employees of the City of Anderson against any and all claims arising from execution of this  
125 contract in regard to the normal course of contracting for the City.  
126

127 2.11.1 The Contractor shall indemnify and hold harmless the City of Anderson, as well as any of  
128 its agents, officials, and employees, from all injuries, deaths, claims, demands, actions,  
129 liabilities, losses, suits, judgments, costs, and expenses, which may directly or indirectly arise  
130 from, or be incurred as a result of the Contractor's acts or omissions, including acts or  
131 omissions of its employees, servants, and agents. The City of Anderson will give the Contractor  
132 prompt notice of any suits or claims instituted and will give all needed information to the  
133 Contractor for defending himself through counsel.  
134

135 2.11.2 The City and the Procuring Agency should advise the Contractor of any impending  
136 patent suit and provide all information available. The Contractor shall defend any suit or  
137 proceeding brought against the City or the Procuring Agency based on a claim that any  
138 equipment, or any part thereof, furnished under this contract constitutes an infringement of any  
139 patent, and the Contractor shall pay all damages and costs awarded therein, excluding  
140 incidental and consequential damages, against the City or the Procuring Agency. In case said  
141 equipment, or any part thereof, is in such suit held to constitute infringement and use of said  
142 equipment or parts is enjoined, the Contractor shall, at its own expense and at its own option,

143 either procure for the City or the Procuring Agency the right to continue to using said equipment  
144 or part, or replace same with non-infringing equipment or modify it so it becomes non-infringing.  
145

146 2.12 Disadvantaged Business Enterprise

147 2.12.1 During the performance of this contract, the City of Anderson, the successful bidder, and  
148 their assignees and successors in interest, shall comply with the disadvantaged business  
149 enterprise requirements as follows:

150  
151 (A) Policy: It is the policy of the City of Anderson Transportation System (CATS) to  
152 ensure that DBEs, as defined in 49CFR Part 26, have an equal opportunity to  
153 receive and participate in DOT-assisted contracts. It is also our policy:

- 154  
155 1) To ensure nondiscrimination in the award and administration of DOT  
156 assisted contracts;
- 157  
158 2) To create a level playing field on which DBEs can compete fairly for DOT  
159 assisted contracts;
- 160  
161 3) To ensure that the DBE Program is narrowly tailored in accordance with  
162 applicable law;
- 163  
164 4) To ensure that only firms that fully meet 49CFR Part 26 eligibility  
165 standards are permitted to participate as DBEs;
- 166  
167 5) To help remove barriers to the participation of DBEs in DOT assisted  
168 contracts; and,
- 169  
170 6) To assist the development of firms that can compete successfully in the  
171 market place outside the DBE Program.

172  
173 (B) *Disadvantaged Business Enterprise (DBE)* means a small business concern  
174

- 175 1) which is at least 51 percent owned by one or more socially and  
176 economically disadvantaged individuals, or, in the case of a corporation,  
177 in which 51 percent of the stock is owned by one or more socially and  
178 economically disadvantaged individuals;



216 2.14 Anti-Kick Back Provision

217 2.14.1 The Contractor and each and every subcontractor and lower tier subcontractor is  
218 prohibited by the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in the  
219 Department of Labor Regulations (29CFR Part 3) from inducing, by any means, any person  
220 employed in the construction, completion, repair or any other facet of this project, to give up any  
221 part of the compensation to which he/she is otherwise entitled.

222  
223 2.14.2 The Contractor agrees to abide by and enforce this provision, and to include it in all  
224 subcontracts and lower tier subcontracts.  
225

226 2.15 AUDIT AND INSPECTION OF RECORDS

227 2.15.1 The Contractor shall permit the authorized representatives of the City of Anderson, the  
228 U.S. Department of Transportation, and the Comptroller General of the United States to inspect  
229 and audit all data and records of the Contractor relating to his/her performance under the  
230 contract until the expiration of three (3) years after final payment under this contract.  
231

232 2.15.2 The Contractor further agrees to include in all his/her subcontracts hereunder a  
233 provision to the effect that the subcontractor agrees that the City of Anderson, the U.S.  
234 Department of Transportation, and the Comptroller General of the United States or any of their  
235 duly authorized representatives shall until the expiration of three (3) years after the final  
236 payment under the subcontract, have access to and the right to examine any directly pertinent  
237 books, documents, papers, and records of such subcontractor, involving transactions related to  
238 the subcontract. The term "subcontract" as used in this clause excludes (1) purchase orders not  
239 exceeding \$5,000, and (2) subcontracts or purchase orders for public utility services at rates  
240 established for uniform applicability to the general public.  
241

242 2.15.3 The periods of access and examination described above, for records which relate to (1)  
243 litigation of the settlement of claims arising out of the performance of this contract, or (2) costs  
244 and expenses of this contract as to which exception has been taken by the Comptroller General  
245 or any of his/her duly authorized representatives, shall continue until such appeals, litigation,  
246 claims, or exceptions have been disposed of.  
247

248 2.16 EQUAL EMPLOYMENT OPPORTUNITY

249 2.16.1 In connection with execution of this contract, the Contractor shall comply with Executive  
250 Orders 11246 and 11375 and not discriminate against any employee or applicant for  
251 employment because of race, religion, color, sex or national origin.  
252



253 2.16.2 The Contractor shall take affirmative action to insure that applicants are employed, and  
254 that employees are treated during their employment, without regard to their race, religion, color,  
255 sex, or national origin. Such actions shall include, but not be limited to the following:  
256 employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or  
257 termination; rates of pay, or other forms of compensation; and selection for training, including  
258 apprenticeship.  
259

260 2.17 TITLE VI ASSURANCES

261 2.17.1 During the performance of this contract, the contractor, for itself, its assignees and  
262 successors in interest hereinafter referred to as the "contractor" agree as follows:  
263

264 (A) Compliance with Regulations: The contractor shall comply with the Regulations  
265 relative to nondiscrimination in Federally assisted programs of the Department of  
266 Transportation (hereinafter referred to as "DOT") Title 49, Code of Federal  
267 Regulations, Part 21, as they may be amended from time to time, (hereinafter  
268 referred to as the Regulations), which are herein incorporated by reference and  
269 made a part of this contract.  
270

271 (B) Nondiscrimination: The contractor, with regard to the work performed by it during  
272 the contract, shall not discriminate on the grounds of race, color, or national  
273 origin in the selection and retention of subcontractors, including procurement of  
274 materials and leases of equipment. The contractor shall not participate either  
275 directly or indirectly in the discrimination prohibited by Section 21.5 of the  
276 Regulations, including employment practices when the contract covers a  
277 program set forth in Appendix B of the Regulations.  
278

279 (C) Solicitations for Subcontracts, Including Procurement of Materials and  
280 Equipment: In all solicitations either by competitive bidding or negotiation made  
281 by the contractor for work to be performed under a subcontract, including  
282 procurement of materials or leases of equipment, each potential subcontractor  
283 or supplier shall be notified by the contractor of the contractor's obligations  
284 under this contract and the Regulations relative to nondiscrimination on the  
285 grounds of race, color, or national origin.  
286

287 (D) Information and Reports: The contractor shall provide all information and reports  
288 required by the Regulations or directives issued pursuant thereto, and shall  
289 permit access to its books, records, accounts, other sources of information, and  
290 its facilities as may be determined by the City of Anderson, Indiana or the Federal  
291 Transit Administration to be pertinent to ascertain compliance with such  
292 Regulations, orders and instructions. Where any information required of a

293 contractor is in the exclusive possession of another who fails or refuses to  
294 furnish this information the contractor shall so certify to the City of Anderson,  
295 Indiana, or the Federal Transit Administration as appropriate, and shall set forth  
296 what efforts it has made to obtain the information.

297  
298 (E) Sanctions for Noncompliance: In the event of the contractor's noncompliance  
299 with nondiscrimination provisions of this contract, the City of Anderson, Indiana  
300 shall impose contract sanctions as it or the Federal Transit Administration may  
301 determine to be appropriate, including, but not limited to:

302 (1) Withholding of payments to the contractor under the contract until the  
303 contractor complies; and/or

304  
305 (2) cancellation, termination, or suspension of the contract, in whole or in  
306 part.

307 (F) Incorporation of Provisions: The contractor shall include the provisions of  
308 paragraphs (1) through (6) in every subcontract, including procurement of  
309 materials and leases of equipment, unless exempt by the Regulations, or  
310 directives issued pursuant thereto. The contractor shall take such action with  
311 respect to any subcontract or procurement as the (City of Anderson) or the  
312 Federal Transit Administration may direct as a means of enforcing such  
313 provisions including sanctions for noncompliance: provided, however, that, in the  
314 event a contractor becomes involved in, or is threatened with, litigation with a  
315 subcontractor or supplier as a result of such direction, the contractor may  
316 request the City of Anderson, and, in addition, the contractor may request the  
317 United States to enter into such litigation to protect the interests of the United  
318 States.

319

320 2.18 CARGO PREFERENCE--USE OF U.S. FLAG VESSELS:

321 2.18.1 To utilize privately owned United States flag commercial vessels to ship at least fifty  
322 (50) percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners,  
323 and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to  
324 this section, to the extent such vessels are available at fair and reasonable rates for United  
325 States flag commercial vessels.

326

327 2.18.2 To furnish within twenty (20) days following the date of loading for shipments  
328 originating within the United States, or within thirty (30) working days following the date of  
329 loading for shipments originating outside the United States, a legible copy of a rated, "on-board"  
330 commercial ocean bill-of-lading in English for each shipment of cargo described in the

331 paragraph above to the FTA Administrator and the Procuring Agency (through the prime  
332 contractor in the case of subcontractor bill-of-lading) and to the Division of National Cargo,  
333 Office of Market Development, Maritime Administration Washington, D.C. 20230.  
334

335 **2.19 BUY AMERICAN REQUIREMENTS:**

336 2.19.1 The bidder agrees to comply with all Federal requirements which pertain to Buy  
337 American Requirements as specified in 49CFR Part 661 and Section 165 of the Surface  
338 Transportation Act of 1982, as well as any other Federal guidelines that refer to this clause for  
339 procurement with FTA funds.  
340

341 2.19.2 The bidder must sign and return the appropriate compliance form found in Appendix A  
342 as part of the bid proposal. Any bid which is submitted without the above form shall be  
343 considered non-responsive.  
344

345 **2.20 COVENANT AGAINST CONTINGENT FEES:**

346 2.20.1 The Contractor warrants that no person or selling agency has been employed or retained  
347 to solicit or secure this contract upon an agreement or understanding for a commission,  
348 percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide  
349 established commercial or selling agencies maintained by the Contractor for the purpose of  
350 securing business.  
351

352 2.20.2 For breach or violation of this warranty, the City of Anderson shall have the right to annul  
353 this contract price or consideration, or otherwise recover the full amount of such commission,  
354 percentage, brokerage, or contingent fee.  
355  
356

357 **2.21 FEDERAL CHANGES**

358 2.21.1 Contractor shall at all times comply with all applicable federal laws, regulations,  
359 requirements, policies, procedures, guidance, and directives, including without limitation those  
360 listed directly or by reference in the FTA Master Agreement between the City and the FTA, as  
361 they may be amended or promulgated from time to time during the term of the Contract.  
362 Contractor's failure to so comply shall constitute a material breach of the Contract.

363 2.22 Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts  
364 Under Federal Awards

365 2.22.1 In addition to other provisions required by the Federal agency or non-Federal entity, all  
366 contracts made by the non-Federal entity under the Federal award must contain provisions  
367 covering the following, as applicable.  
368

- 369 (A) Contracts for more than the simplified acquisition threshold currently set at  
370 \$200,000, which is the inflation adjusted amount determined by the Civilian  
371 Agency Acquisition Council and the Defense Acquisition Regulations Council  
372 (Councils) as authorized by 41 U.S.C. 1908, must address administrative,  
373 contractual, or legal remedies in instances where contractors violate or breach  
374 contract terms, and provide for such sanctions and penalties as appropriate.  
375
- 376 (B) All contracts in excess of \$10,000 must address termination for cause and for  
377 convenience by the non-Federal entity including the manner by which it will be  
378 affected and the basis for settlement.  
379
- 380 (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part  
381 60, all contracts that meet the definition of “federally assisted construction  
382 contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause  
383 provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246,  
384 “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965  
385 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive  
386 Order 11246 Relating to Equal Employment Opportunity,” and implementing  
387 regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs,  
388 Equal Employment Opportunity, Department of Labor.”  
389
- 390 (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal  
391 program legislation, all prime construction contracts in excess of \$2,000  
392 awarded by non-Federal entities must include a provision for compliance with the  
393 Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by  
394 Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions  
395 Applicable to Contracts Covering Federally Financed and Assisted  
396 Construction”). In accordance with the statute, contractors must be required to  
397 pay wages to laborers and mechanics at a rate not less than the prevailing wages  
398 specified in a wage determination made by the Secretary of Labor. In addition,  
399 contractors must be required to pay wages not less than once a week. The non-  
400 Federal entity must place a copy of the current prevailing wage determination  
401 issued by the Department of Labor in each solicitation. The decision to award a  
402 contract or subcontract must be conditioned upon the acceptance of the wage  
403 determination. The non-Federal entity must report all suspected or reported

- 404 violations to the Federal awarding agency. The contracts must also include a  
405 provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145),  
406 as supplemented by Department of Labor regulations (29 CFR Part 3,  
407 “Contractors and Subcontractors on Public Building or Public Work Financed in  
408 Whole or in Part by Loans or Grants from the United States”). The Act provides  
409 that each contractor or subrecipient must be prohibited from inducing, by any  
410 means, any person employed in the construction, completion, or repair of public  
411 work, to give up any part of the compensation to which he or she is otherwise  
412 entitled. The non-Federal entity must report all suspected or reported violations  
413 to the Federal awarding agency.  
414
- 415 (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where  
416 applicable, all contracts awarded by the non-Federal entity in excess of \$100,000  
417 that involve the employment of mechanics or laborers must include a provision  
418 for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department  
419 of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each  
420 contractor must be required to compute the wages of every mechanic and  
421 laborer on the basis of a standard work week of 40 hours. Work in excess of the  
422 standard work week is permissible provided that the worker is compensated at a  
423 rate of not less than one and a half times the basic rate of pay for all hours  
424 worked in excess of 40 hours in the work week. The requirements of 40 U.S.C.  
425 3704 are applicable to construction work and provide that no laborer or  
426 mechanic must be required to work in surroundings or under working conditions  
427 which are unsanitary, hazardous or dangerous. These requirements do not apply  
428 to the purchases of supplies or materials or articles ordinarily available on the  
429 open market, or contracts for transportation or transmission of intelligence.  
430
- 431 (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award  
432 meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the  
433 recipient or subrecipient wishes to enter into a contract with a small business  
434 firm or nonprofit organization regarding the substitution of parties, assignment  
435 or performance of experimental, developmental, or research work under that  
436 “funding agreement,” the recipient or subrecipient must comply with the  
437 requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit  
438 Organizations and Small Business Firms Under Government Grants, Contracts  
439 and Cooperative Agreements,” and any implementing regulations issued by the  
440 awarding agency.  
441
- 442 (G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act  
443 (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in  
444 excess of \$150,000 must contain a provision that requires the non-Federal award  
445 to agree to comply with all applicable standards, orders or regulations issued

- 446 pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water  
447 Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be  
448 reported to the Federal awarding agency and the Regional Office of the  
449 Environmental Protection Agency (EPA).  
450
- 451 (H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract  
452 award (see 2 CFR 180.220) must not be made to parties listed on the  
453 government wide exclusions in the System for Award Management (SAM), in  
454 accordance with the OMB guidelines at 2 CFR 180 that implement Executive  
455 Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989  
456 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the  
457 names of parties debarred, suspended, or otherwise excluded by agencies, as  
458 well as parties declared ineligible under statutory or regulatory authority other  
459 than Executive Order 12549.  
460
- 461 (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid  
462 for an award exceeding \$100,000 must file the required certification. Each tier  
463 certifies to the tier above that it will not and has not used Federal appropriated  
464 funds to pay any person or organization for influencing or attempting to influence  
465 an officer or employee of any agency, a member of Congress, officer or  
466 employee of Congress, or an employee of a member of Congress in connection  
467 with obtaining any Federal contract, grant or any other award covered by 31  
468 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds  
469 that takes place in connection with obtaining any Federal award. Such  
470 disclosures are forwarded from tier to tier up to the non-Federal award.  
471
- 472 (J) See §200.322 Procurement of recovered materials—A non-Federal entity that is a  
473 state agency or agency of a political subdivision of a state and its contractors  
474 must comply with section 6002 of the Solid Waste Disposal Act, as amended by  
475 the Resource Conservation and Recovery Act. The requirements of Section 6002  
476 include procuring only items designated in guidelines of the Environmental  
477 Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage  
478 of recovered materials practicable, consistent with maintaining a satisfactory  
479 level of competition, where the purchase price of the item exceeds \$10,000 or the  
480 value of the quantity acquired by the preceding fiscal year exceeded \$10,000;  
481 procuring solid waste management services in a manner that maximizes energy  
482 and resource recovery; and establishing an affirmative procurement program for  
483 procurement of recovered materials identified in the EPA guidelines.  
484

485 2.23 FTA MASTER AGREEMENT (25) Section 39(b). Flow down requirements

486 2.23.1 Notification to the City to the FTA; Flow-Down Requirement. If a current or prospective  
487 legal matter that may affect the Federal Government and/or the City emerges, the Contractor  
488 must promptly notify the City which will notify the FTA Chief Counsel and FTA Regional Counsel  
489 for the Region in which the Recipient is located. The Contractor must include an equivalent  
490 provision in its sub agreements at every tier, for any agreement that is a “covered transaction”  
491 according to 2 C.F.R. §§ 180.220 and 1200.220.

492  
493 (A) The types of legal matters that require notification include, but are not limited to,  
494 a major dispute, breach, default, litigation, or naming the City and/or the Federal  
495 Government as a party to litigation or a legal disagreement in any forum for any  
496 reason.

497  
498 (B) Matters that may affect the City and/or the Federal Government include, but are  
499 not limited to, the City and/or the Federal Government’s interests in the Award,  
500 the accompanying Underlying Agreement, and any Amendments thereto, or the  
501 City and/or the Federal Government’s administration or enforcement of federal  
502 laws, regulations, and requirements.

503  
504 (C) The Contractor must promptly notify the City who will notify the U.S. DOT  
505 Inspector General in addition to the FTA Chief Counsel or Regional Counsel for  
506 the Region in which the Recipient is located, if the Contractor has knowledge of  
507 potential fraud, waste, or abuse occurring on a Project receiving assistance from  
508 FTA. The notification provision applies if a person has or may have submitted a  
509 false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may  
510 have committed a criminal or civil violation of law pertaining to such matters as  
511 fraud, conflict of interest, bribery, gratuity, or similar misconduct involving federal  
512 assistance. This responsibility occurs whether the Project is subject to this  
513 Agreement or another agreement between the Recipient and FTA, or an  
514 agreement involving a principal, officer, employee, agent, or Third-Party  
515 Participant of the Recipient. It also applies to subcontractors at any tier.  
516 Knowledge, as used in this paragraph, includes, but is not limited to, knowledge  
517 of a criminal or civil investigation by a Federal, state, or local law enforcement or  
518 other investigative agency, a criminal indictment or civil complaint, or probable  
519 cause that could support a criminal indictment, or any other credible information  
520 in the possession of the Recipient.

521  
522  
523 SIGNATURE PAGE TO FOLLOW

524



City of Anderson Transportation System  
IN-2022-018-02

2023-11.12.02-001

525  
526  
527

**IN WITNESS WHEREOF**, the parties hereto have caused this agreement to be executed by their respective duly authorized representatives, as of the day first above written.

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Date Title

Attest: \_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**City of Anderson, Indiana**

\_\_\_\_\_  
Chairman, Board of Public Works

\_\_\_\_\_  
Member, Board of Public Works

\_\_\_\_\_  
Member, Board of Public Works

Attest: \_\_\_\_\_  
Name

\_\_\_\_\_  
Title

528  
529  
530



## **PART 3 - SPECIFICATIONS**

### **FOR the PURCHASE OF NEW MEDIUM DUTY TRANSIT BUSES,**

The following are the specifications for providing CATS, located at 530 Dale Keith Jones Road, Anderson, IN, with a new fixed-route buses. The above-mentioned work shall begin on after the award date of December 12, 2023 and be completed no later than March 15, 2024.

### **3.1 GENERAL CLAUSES AND CONDITIONS**

3.1.1 The vehicles furnished under this specification shall be the latest model in current production, as offered to commercial trade, and shall be of quality workmanship and material. The bidder represents that all vehicles, offered under this specification shall be new. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.

3.1.2 Bidder should submit with the bid, or have on file with the City of Anderson Transit System, the latest printer literature and detailed specifications on vehicles the bidder proposes to furnish. This literature is for informational purposes only.

3.1.3 The vehicles shall be completely assembled and adjusted, and all equipment including standard and supplemental shall be furnished. All standard options listed on the manufacturer's product literature shall be furnished with each vehicle and shall be factory installed.

3.1.4 All parts not specifically mentioned which are necessary for the unit to be complete and ready for operation or which are normally furnished as standard equipment shall be furnished by the successful bidder. All parts shall conform in strength, quality and workmanship to the accepted standards of the industry.

3.1.5 The vehicles provided shall meet or exceed all Federal and State of Indiana regulations and standards in effect and applicable to vehicles furnished at the time of manufacture.

### **3.2 SCOPE**

3.2.1 This specification describes a gasoline powered, medium duty bus. It shall be used for the public transportation of passengers, including children, adults, elderly and persons with disabilities. It is the bidder's responsibility to ensure the engine, transmission and axle ratio provided are sufficient to meet the performance requirements for this operation. Determination of compliance shall be made at the sole discretion of the City. All transit buses furnished shall meet the minimum functional requirements of this specification.

### 3.2.2 Dimensions:

|  |                                       |
|--|---------------------------------------|
| Exterior Length                        | 360 inches to 385 inches              |
| Exterior Width (excluding mirrors)     | 96 inches to 100 inches               |
| Exterior Height & A/C                  | 111 inches (+ 9.5 inches A/C) Maximum |
| Interior Width at Floor Level          | 96.5 inches Minimum                   |
| Interior Width of Bus Aisle            | 22 inches Minimum                     |
| Interior Height at Entrance Aisle      | 78 inches Minimum                     |
| Interior Height at Rear of Bus Aisle   | 72 inches Minimum                     |
| Entry Door Clear Opening Dimension     | 37 inches x 72 inches Minimum         |
| First Step Height from Ground Kneeling | 12 inches Maximum                     |
| Wheel Base                             | 215 inches Maximum                    |
| Gross Vehicle Weight (GVW)             | 18,000 pounds Minimum                 |
| Fuel tank Capacity                     | 50 gallons Minimum                    |
| Turning Radius (Curb to Curb)          | 30 feet Maximum                       |

3.2.3 Underbody Clearance: The bus shall maintain the minimum clearance dimensions as described below and defined in SAE Standard J689, regardless of load up to the gross vehicle weight rating.

- (A) Approach angle shall be no less than 8.5 degrees. Breakover angle shall be no less than 8 degrees. Departure angle shall be no less than 9 degrees.
- (B) The approach angle is the angle measured between a line tangent to the front tire static loaded radius arc and the initial point of structural interference forward of the front tire to the ground.
- (C) The departure angle is the angle measured between a line tangent to the rear tire static loaded radius arc and the initial point of structural interference rearward of the rear tire to the ground.
- (D) The breakover angle is the angle measured between two lines tangent to the front and rear tire static loaded radius and intersecting at a point on the underside of the vehicle that defines the largest ramp over which the vehicle can roll.

3.2.4 Ground Clearance: Ground clearance shall be no less than 8 inches, except within the axle zone and wheel area.

3.2.5 Axle Clearance: Axle zone clearance, which is the projected area between tires and wheels on the same axial centerline, shall be no less than 9 inches.

3.2.6 Wheel Area Clearance. Wheel area clearance, shall be no less than 8 inches for parts fixed to the bus body and 6 inches for parts that move vertically with the axles.

### **3.3 CHASSIS**

3.3.1 The chassis frame rails shall be a minimum high-strength, low-alloy steel (50,000 PSI / 381,500 PSI RBM) with the following minimum dimensions: 10.125" x 3.062" x 0.312". All chassis cross-members shall be fastened with Grade-8 approved equivalent high-strength steel Huck fasteners.

3.3.2 Chassis cab shall include a conventional opening door on the driver side of the vehicle. Cab access to driver and passenger seats shall consist of a minimum two-step design entrance and an exterior cab handhold to provide easier and safer ingress/egress.

### **3.4 ENGINE**

3.4.1 Engine will be 2023 emission compliant 8-cylinder gasoline rated at a maximum of 362 HP @ 4,750 RPM, as well as a maximum of 460 lb-ft Torque @3,000 RPM. The engine should be able to run on 86 Octane gasoline fuel. The engine shall be equipped with a fast-idle device. The fast-idle control shall activate only with the transmission in park and the parking brake applied.

### **3.5 TRANSMISSION**

3.5.1 The transmission shall be an Allison five (minimum) speed automatic with auxiliary transmission cooler.

### **3.6 COOLING SYSTEM**

3.6.1 Radiator shall be mounted in an over under design with brazed aluminum fins and plastic tanks with in-tank transmission oil cooler. The radiator shall have a minimum 717 sq. in. frontal surface, utilizing two-row aluminum construction and include an automatic pressure-relief cap. The CAT (charge air cooler) shall be a minimum of 313 sq. in.

3.6.2 Cooling system must be protected to minus 40-degrees Fahrenheit utilizing extended life coolant. An adequate coolant recovery system must be provided. System shall include a "low coolant" indicator with audible alarm. Adequate access shall be provided for easy inspection and filling of the cooling system without removing any other equipment.

3.6.3 Cooling fan to belt-driven, thermostatically controlled, and provide temperature control and noise reduction.

3.6.4 An automatic engine shutdown must be provided which will be activated by low oil pressure, high engine coolant temperature and/or low engine coolant level. The system must warn the driver with a light and buzzer when engine coolant temperatures reach or exceed 209 degrees Fahrenheit and then shut down when engine coolant temperatures reaches 215 degrees Fahrenheit. Engine must be equipped with heavy-duty OEM oil cooler and an internal by-pass valve.

### **3.7 AXELS**

3.7.1 Front: I-beam wide-track or equivalent, up to 50 degrees turn angel, a minimum of 7,000 lbs. load rated, and grease lubricated wheel bearings.

3.7.2 Rear: Single gear with a 14,000 lbs GVAR and 4.78 ratio.

### **3.8 SUSPENSION**

3.8.1 Front: OEM Air-ride over parabolic taper-leaf springs with heavy-duty shock absorbers. The shock mounting brackets shall be constructed using pressed steel or nodular iron for long life.

3.8.2 Rear: Suspension to include OEM air ride system utilizing a minimum of two air bags, with leveling valves, trailing arms and track bar, integrated anti-sway bar, and heavy-duty shock absorbers. Minimum 14,000 lbs. capacity.

### **3.9 STEERING**

3.9.1 Vehicle shall be provided with a two spoke, tilt steering wheel. Steering system to include electric/hydraulic-assisting pump to enable engine-off power steering. Steering effort must not exceed 55 lbs. at the wheel. TAS-40 steering gear minimum, remote mount translucent 1.5-quart fluid reservoir with filter required.

### **3.10 EXHAUST**

3.10.1 Corrosion resistant muffler, all steel piping should be corrosion resistant (no flexible tubing to be used). Exhaust will exit to the rear street side of the bus, and will not create a hazard to pedestrians. After-treatment device shall be a single horizontally-mounted system and include a temperature control device mounted in tailpipe.

3.10.2 The bus-generated noise level experienced by the driver or by a passenger at any seat location shall not exceed 80 dBA. A maximum exterior noise of 76 dBA must be maintained when measured from a distance of fifty (50) feet with the engine operating at a governed speed and the vehicle in stationary position.

3.10.3 The entire exhaust system shall be adequately shielded to prevent heat damage to any bus component.

### **3.11 DRIVELINE**

3.11.1 The driveline shall be a heavy-duty type for conventional front engine, rear drive arrangement with nylon-coated slip-joint splines. Driveshaft to use one or more "Spicer" needle bearing universal joints or equivalent. A driveshaft guard shall be mounted to cross-members

to prevent the driveshaft or guard from striking the ground in case of failure.

### **3.12 BRAKES**

3.12.1 The brake system shall be a four-wheel hydraulic disc split system, full power, with automatic adjustment, four-channel ABS system. Parking brake shall be transmission mounted, spring actuated, air operated. The braking system must comply with FMVSS 105 including both service and emergency features.

### **3.13 FUEL SYSTEM**

3.13.1 Fuel tank shall be made of steel with a minimum capacity of 50 gallons. Heated fuel/water separator/filter, including "Water in Fuel" sensor to be provided.

### **3.14 DRIVER HVAC**

3.14.1 The driver's area to have a separately controlled and independent air conditioning system providing 30,000 BTU heat and 20,000 BTU air conditioning. The a/c and heater to have an easy access replaceable air filter.

### **3.15 WINDSHIELD**

3.15.1 Windshield as installed at time of chassis production shall be fixed type, glazed with safety laminated glass, and uniformly tinted or tinted above eye level. Equipped with a variable speed windshield wiper for each half of the windshield with washer. The windshield shall have an adjustable sun visor.

### **3.16 TIRES/WHEELS**

3.16.1 Single front tires and dual rear tires, mounted on minimum 19.5" x 8.25 aluminum wheels shall be provided along with one spare tire mounted on rim.

3.16.2 Wheels to be 10 stud disc and hub-piloted. Tires shall be 225/70R19.5 all-season steel-belted radials for 19.5" and 255/70R22.5 for 22.5".

### **3.17 CHASSIS ELECTRICAL**

3.17.1 Each vehicle is to be supplied with an alternator-powered 12-volt extreme duty electrical system. Alternator shall be a minimum 240-amp output.

3.17.2 Datalink connector for vehicle programming and diagnostics to be provided in the cab. All components are to be selected and integrated to function in an environment characterized by low engine speeds and high amperage draws (due to lights, flashers, heater, and other accessories in constant operation).

3.17.3 Batteries shall be a minimum dual (2) maintenance-free 12-volt, 1100 CCA total.

3.17.4 Chassis production shall include wiring for the integration with the multi-plex electrical system of the body wiring and include sealed connectors for Tail/Amber/Turn/Marker/Back-up/Accessory Power/Ground and sealed connector for Stop/Turn.

3.17.5 Inverter for 110v outlet (used for superfluous lighting).

### **3.18 CONTROLS AND GAUGES**

3.18.1 Shall be mounted in the driver console/instrument panel forward driver and in full view while in the driving seated position. All chassis gauges will be backlit. An "on/Off" chassis light status shall be coordinated in conjunction with parking and driving lights system. Brightness will be controlled by a switch.

3.18.2 The controls/gauges required for installation during chassis production:

- (A) Key-operated starter switch
- (B) Windshield wiper switch, two speed with intermittent feature
- (C) Low washer fluid indicator
- (D) Fast idle switch
- (E) Speedometer/Odometer
- (F) Tachometer
- (G) Turn signal/emergency flashers indicator
- (H) Voltmeter, 12-Volt with "Low Battery Voltage" warning
- (I) Oil pressure gauge with "Low Oil Pressure" warning
- (J) Fuel gauge with "Low Fuel" warning
- (K) Primary and secondary air pressure gauges with "Low Air Pressure" warning if air brake equipped
- (L) Engine coolant temperature with "High Engine Coolant Temperature" warning
- (M) Parking brake/brake system malfunction indicator

- (N) Headlight dimmer switch integral with turn signal switch, high beam headlight indicator
- (O) Driver dome light, switch for manual operation, automatically with chassis door opening
- (P) Hazard light switch
- (Q) Clearance and identification lamps
- (R) Driver HVAC control switches
- (S) Dual electric horns

### **3.19 WIRING & GROUNDING**

3.19.1 All wiring shall conform to the current applicable standards of the Society of Automotive engineers and be of sufficient size to carry the required current without excessive voltage drop. The wire shall have adequate mechanical strength for the application and be of a sufficient gauge size to carry the current without overheating. All wiring and related devices shall be installed in a quality workmanship manner and be mechanically and electrically secure.

3.19.2 All wiring shall be identified, color-coded where applicable, function-coded or permanently and continuously numbered for ease of identification. All wiring shall be adequately protected from water, solvents, road splash, stones, grease, oil, fuel, abrasion and chafing.

3.19.3 All wires and cables not installed by the engine manufacturer which are subject to extreme heat shall be protected by shields where necessary to prevent pre-mature failure.

3.19.4 All parts of the wiring system shall be adequately protected from corrosion.

3.19.5 Battery cables shall be heavy-duty and adequate to carry current output of the electrical system.

3.19.6 Grounding wires shall not pass through hinged doors or any other covers.

3.19.7 All harness and wiring shall terminate at appropriate junction terminals set in Bakelite or other molded plastic material.

3.19.8 All wiring and connectors shall be of the soldered-insulated or machine-stake type. All circuits shall be protected by manual reset circuit breakers or fuses. All circuit breakers shall be clearly identified. Fuses and fuse blocks, if used, shall be clearly identified and easily accessible

from inside each vehicle. Fuses may be placed in multiple fuses block locations. The fuse block shall contain holders for spare fuses of each type.

3.19.9 Devices such as lamps and wiring requiring periodic checking and servicing shall be readily and easily accessible and serviceable. All exterior devices shall be sealed to prevent entrance of water.

3.19.10 There shall be no exposed or loose wiring in the driver or passenger compartment of the vehicle.

3.19.11 Any wiring installed related to an after-market installation must be enclosed within a loom. Wiring that passes through a body or chassis member must be encased within a continuous metallic tubing or be armored "BX" type.

3.19.12 Wiring and harnesses in raceways or other locations shall be supported at regular intervals by "P" clamps or by other supporting hangers where necessary, and routed in separate hangers from heater hoses or air conditioning hoses.

3.19.13 Tow hooks shall be installed on the front of the vehicle. The towing devices shall be adequate in design and construction to permit towing the vehicle without distortion or failure.

### **3.20 BODY CONSTRUCTION**

3.20.1 The body construction will meet or exceed applicable Federal Motor Vehicle Safety Standards. To insure durability adequate reinforcement shall be included in the construction of the body and understructure at all points where stress concentration may occur to enable the vehicle to withstand damage from road shock under required loads.

3.20.2 The body shall have steel cage construction. When the sidewalls, floor and roof are welded together, they shall form a continuous structure. The body cage must be built as a complete assembly and shall be square, plumb and level before welding the cage on the floor structure that is mounted on the chassis with rubber isolators. All nuts, bolts, clips, washers, clamps, and like fasteners shall be zinc or cadmium plated, or phosphate coated, or stainless steel to prevent corrosion.

3.20.3 The sidewalls shall be constructed of 3/4" x 3/4" 16-gauge tubular steel studs and corner posts on maximum 48" centers. A 14-gauge, 1 1/2" x 3/4" tubular horizontal stringer shall be welded to the top of the studs. A 16-gauge z-rail shall be welded to the studs at the bottom of the sidewall. Seat track shall be welded to the sidewall's studs.

3.20.4 The roof will meet FMVSS 220 standards and be constructed with sufficient strength to prevent vibration, drumming, or flexing. The roof shall consist of 16-gauge tubular steel rafters installed on maximum 48" centers. The roof rafters are welded into two 16-gauge steel "U" shaped sidewall caps. Roof design will prevent "ponding" of water on the roof.



3.20.5 The back-wall frame shall be constructed of 3/4" x 3/4" 16-gauge tubular steel, reinforced with 16-gauge C-channel. A section of 16-gauge Z-channel shall be welded to the bottom of the back-wall frame.

3.20.6 The floor shall be essentially a continuous flat plane, except at the step wells and fuel fill cover. The floor may be inclined from the entrance way to the rear of the bus at an incline not to exceed 3-degrees from horizontal in order to eliminate interior steps. The rear wheel housings shall be constructed of 11-gauge minimum steel. Housings shall not protrude above the floor more than 15."

3.20.7 The floor frame shall be constructed of 7-gauge, 2" x 2" tubular steel cross-members, on a maximum 24" center, with an outer 14-gauge steel-angle impact rail. 11-gauge, 4" wide flat steel shall be provided to support the seat tack. The floor frame shall be secured to the chassis frame in accordance with chassis manufacturer's requirements. All structural steel, from the floor frame down, shall be coated with a corrosion resistant primer. The sub-floor shall be mounted with Tek screws installed into the steel floor frame and shall be minimum 5/8" thick, pressure treated plywood.

### **3.21 BODY FINISH EXTERIOR**

3.21.1 The construction design shall provide an exterior skin with no visible fasteners.

3.21.2 The exterior sidewall skin shall be .020 (25-gauge) two-side galvanized steel laminated to 1/8" Luan and bonded to the structure using urethane foam insulation, or 3.8mm thick FRP Lami Lite or approved equal with a minimum 300-micron gel coat. Urethane insulation, minimum 1/2" tick, shall be sprayed between the exterior skin and interior panels including roof. Insulation shall be moisture-proof and have excellent thermal and acoustic insulating characteristics.

3.21.3 The roof shall be covered by the use of three sheets of 25-gauge galvanized steel, assembled with a series of "S" locks to form a watertight seal. The roof skin shall continue over the sidewalls and between the windows to create a smooth transition between the roof and the sidewalls.

3.21.4 The underbody plywood and steel, with the exception of the drive shaft, catalytic converter, engine, transmission, exhaust system, etc. shall be undercoated to protect against corrosion and provide additional sound deadening. The material shall be an abrasive-free black petroleum asphalt emulsion, formulated with corrosion inhibitors. All mechanisms (moving or stationary parts) that are affected or rendered useless by an application of sealant or insulation shall be protected, including vent canisters and drain pipes prior to undercoating. Undercoating design to pass a 5% salt spray test for a minimum of 1000 hours.

3.21.5 White fiberglass fender skirts shall be provided at the rear wheel housing. Wheels and tires shall be removable with fender skirts in place. Mud flaps shall be provided for the rear

wheels and be sized effectively to protect the body and not rub the chassis tires or the grounds.

3.21.6 Rain gutters shall be provided over the passenger door and side windows.

3.21.7 The body shall have a pre-baked enamel finish. The basic body color shall be white to match the chassis cab. An aluminum trim rail, minimum 2" wide, shall be applied to each side of the exterior skin, at the floor line of the bus. Paint scheme to be provided by the operating agency.

### **3.22 BODY FINISH, INTERIOR**

3.22.1 The bus interior will be designed to provide the maximum passenger safety and pleasant, aesthetically pleasing environment. All interior materials will comply with FMVSS 302 governing flammability requirements of interior materials. All interior trim parts are to be high impact ABS material. Interior materials shall be easily cleanable.

3.22.2 Interior ceiling shall be finished using Luan panels. H-rail and fasteners used in retention of panels shall be trimmed with molded covers.

3.22.3 Interior sidewall shall be finished using Luan panels covered in vinyl. Panels are to be held in place at the edge by J-rail and at the top edge by the window trim ring. Pushpins shall secure the panels to the sidewall studs.

3.22.4 Front bulkhead and transition panel cover shall be covered with padded vinyl or ABS plastic. Transition panels covers shall be made of ABS plastic. Rear wall covering shall be made of ABS plastic.

3.22.5 All interior colors will be decided by procuring agency.

### **3.23 DECALS**

3.23.1 Decals regarding safety and operating procedures must be supplied and affixed to the interior and exterior of the bus. Decals must be in both English and Spanish, must include at a minimum, the following:

- (A) FOR PASSENGER SAFETY, FEDERAL LAW PROHIBITS THE OPERATION OF THIS VEHICLE WHILE ANYONE IS STANDING FORWARD OF THE YELLOW LINE
- (B) EMERGENCY EXIT WITH INSTRUCTIONS (wherever emergency exits are located)
- (C) FIRE EXTINGUISHER
- (D) WATCH YOUR STEP
- (E) PRIORITY SEATING (SENIORS & PEOPLE WITH DISABILITIES)

(F) "THIS VEHICLE STOPS AT ALL RAILROAD CROSSINGS" affixed to rear of bus

(G) Logo design for outside of bus will be provided by procuring agency

(H) FLOOR COVERING

3.23.2 The floor will be covered with dark grey rubber flooring. Floor covering shall be smooth and at least 1/8" thick under seats and 3/16" thick ribbed, non-skid in the aisle and wheelchair areas and at the entry way of both the front door and floor area surrounding the wheel chair ramp. The floor shall be covered from the floor to (3) three inches up the sidewall of the bus to prevent debris accumulation. All transition joints shall be the butt type and are to be heat welded to provide a permanent waterproof seal. Floor covering must be installed to flooring manufacturer's specifications.

3.23.3 All step edges, thresholds and boarding edge of the ramp shall have a contrasting band of color(s) running the full width of the step or edge.

### **3.24 BODY LIGHTING, EXTERIOR**

3.24.1 Switches and gauges installed for body options shall be mounted in a separate panel, integrated into the dash area, which shall be easily reachable by the driver. All exterior lights must meet Department of Transportation requirements.

3.24.2 Halogen headlights with daytime running feature

3.24.3 Each vehicle shall be equipped with marker lights on the side of the body that come on with the four-way flashers. All non-OEM exterior lights, other than chassis OEM lights, shall be LED type. This includes stop, tail, clearance, turn signal, back-up, license plate, side-directional, and exterior ADA lights. All marker lights shall have protective guards or recessed to prevent damage.

3.24.4 All exterior lights in the rear panel of each vehicle shall be flush-style sealed lamps, Peterson, Sound Off, Dialight, Trucklite or approved equivalent and be retained in a rubber grommet mounting.

### **3.25 BODY LIGHTING, INTERIOR**

3.25.1 LED passenger compartment lighting shall provide sufficient light for safety and security. Lighting of interior to be adequate to illuminate the interior during night operation.

3.25.2 A separate switch from the chassis lights shall operate the passenger compartment interior lights. Interior lights shall be operative without the engine running.

3.25.3 Step well and entrance door exterior lights shall be activated when the entrance door is

open. Step well and exterior lights shall be shielded, should not create a tripping hazard, and must provide adequate illumination on each tread. Exterior door light shall be installed below window level and provide at least 1 foot-candle of illumination on the street surface for a distance of 3 feet perpendicular to all points on the bottom step tread.

### **3.26 INTERIOR CONTROLS, DRIVER COMPARTMENT**

3.26.1 The driver's area shall have light to provide sufficient lighting in the steering wheel area during night. The following controls and gauges, in addition to the chassis controls and gauges are to be provided:

- (A) Entrance door control
- (B) Passenger HVAC controls
- (C) 6" Defroster fan switch
- (D) Wheelchair ramp master switch
- (E) PA controls (see included details)
- (F) Passenger stop request indicator
- (G) Passenger compartment lights

3.26.2 All controls and instruments are to be within driver's arm reach with seatbelt fastened. All switches are to be of uniform type, either push-pull, toggle or rocker type, mounted in convenient groupings in a panel near the driver.

3.26.3 Public Address (PA) system for announcing stops must be installed. System to be mounted within easy reach of driver and include a minimum six (6) speakers in the passenger compartment, one (1) speaker mounted in the driver's compartment and 1 speaker outside the bus mounted in a secured location by front entrance door.

### **3.27 ENTRANCE DOOR**

3.27.1 The front entrance door will have a minimum clear opening width of thirty-seven inches (37") and a minimum clear opening height of seventy-two inches (72").

3.27.2 The entrance will be a double-opening split entrance type with aluminum frame construction and include full length, tinted, and tempered safety glass. The meeting edge of each door leaf will be equipped with a rubber lap seal so that when closed, the doors provide a watertight seal.

3.27.3 The entrance door will be electrically operated and controlled by switches mounted

within convenient reach of the seated driver.

3.27.4 The entrance door will be equipped with an interior manual safety release mechanism, permitting the door to open in case of an emergency.

### **3.28 EMERGENCY DOOR**

3.28.1 The vehicle will be equipped with a rear emergency door. A see-through upper window shall be provided in the rear emergency door with tinted (AS-3) safety glass. Safety decals shall be affixed indicating an emergency exit.

### **3.29 ROOF VENT/EMERGENCY EXIT**

3.29.1 One (1) four-way roof emergency exit with venting capabilities shall be installed in the roof of the vehicle. Installation must be centerline of the passenger compartment.

### **3.30 PASSENGER HVAC**

3.30.1 The A/C condenser unit will be roof mounted and integrated compressors and evaporators to meet the test criteria described in the A/C performance testing specifications. The A/C unit will be rated at a minimum of 100,000 BTUs and be supplied with dedicated compressors, not tied into the chassis system.

3.30.2 This BTU requirement is in addition to the individual and separate driver A/C. Driver A/C and ventilating systems will incorporate the introduction of fresh air. Controls will be within easy reach of the driver.

3.30.3 A 65,000 BTU floor level heater shall be provided in the passenger areas. The heater shall be located so as to diffuse heat throughout the area of the bus. The mid-mount heater shall be hot water forced air providing 640 CFM undiffused airflow. A valve shall be installed to shut off the water supply to the heater.

### **3.31 MIRRORS**

3.31.1 Two external mirrors shall be mounted on both sides of the body. They shall be electronically adjustable from the driver's seat and heated for cold weather operation.

3.31.2 A mirror, measuring 6" x 16" minimum, shall be mounted along the top of the windshield and allow the driver to view the interior passenger area of the vehicle.

3.31.3 The mirrors shall meet or exceed all Federal DOT specifications.

### **3.32 EXTERIOR FEATURES**

3.32.1 The front bumper shall be full-width, aerodynamic approved equivalent to 0.142" thick

chrome-plated steel. The rear bumper shall be approved equivalent to black powder-coated steel. Energy-absorbing bumper with anti-ride feature shall be Romeo Rim or approved equal.

3.32.2 Engine shall be accessed via an easy tilt hood. The tilt hood shall allow for checking the quantity and adding to the engine coolant, engine lubricant and transmission fluid.

3.32.3 Passenger side windows shall be 41" tall x 29.5" wide, top T-slider ventilating style or 41" tall x 10" wide non-venting type as required by the floor plan design. Glazing shall be .125" thick with 23% light transmission. All passenger side windows shall meet FMVSS 217 requirements.

3.32.4 A rear window shall be provided. The rear window shall be glazed with same material and tint as side windows and shall also meet the same specifications as the side windows. A rear window wide-angle lens shall be supplied on the rear exterior window of the bus.

3.32.5 Visible and audible warning shall inform following vehicles or pedestrians of reverse operation. Visible reverse operation warning shall conform to SAE Standard J593, Audible reverse operation warning shall conform to SAE Recommended Practice J994 Type C or D.

3.32.6 LED Destination sign system shall be furnished on the front and right side near the front door. All software, controls, and installation shall be included. The sign located near the front door shall not block the operator's critical horizontal line of sight.

3.32.7 Sportworks or approved equivalent bike rack shall be installed on the front of the vehicle.

### **3.33 INTERIOR**

3.33.1 Seating capacity shall be minimum twenty-four (24) passengers and two (2) wheelchair stations.

3.33.2 Passenger seats shall be arranged in perimeter or combination design as to accommodate as many passengers as possible. Shall include five perimeter each side facing with forward facing at the back.

3.33.3 Matching forward facing foldaway seats shall be provided in the wheelchair area.

3.33.4 All bidder(s) shall submit a copy of the proposed seat layout consistent with these specifications. Failure to provide a cop of the seating layout may result in rejection of the bid.

3.33.5 Passenger seats shall be manufactured by Freedman or equivalent, vandal resistant inserts, and drain hole grommet.

3.33.6 The driver's seat will be a high back air suspension seat, and must comply with all applicable FMVSS regulations. The seat will have an integral headrest, adjustable base, reclining back, molded arm-rest, air lumbar, two position front cushion adjustment, and 3-point lap and shoulder belt.

3.33.7 A modesty panel of Plexiglas type shield will be mounted between the operator and the street side front passenger seat. The barrier shall minimize glare and reflections in the windshield directly in front of the barrier from interior lighting during night operation. The panel shall prevent passengers from reaching the operator or operator's personal effects.

3.33.8 Stanchion and grab bars installed shall be of stainless steel, a minimum of 1 ¼" in diameter. A modesty panel and Plexiglas panel will be installed behind the driver's seat. Handrails will be installed on both sides of passenger entrance. Handrails must comply with ADA specifications. Ceiling grab rails shall be installed on both sides of the center aisle.

3.33.9 *Stop Request* warning light and chime system shall be installed to be visible and audible to the driver and passengers. Stop request pull cords (meeting the ADA requirements) shall be installed and activate the light and chime. The pull cords shall be yellow, plastic-coated. Stop request push-bottoms shall be provided in the wheelchair securement areas. The stop request light and chime shall turn off with the opening and/or closing of the passenger door.

3.33.10 Fare Collection system. Space, as far forward as practical, and structural provisions shall be made for installation of currently available fare collection device(s). Location of the fare collection device shall not restrict traffic in the vestibule, including wheelchairs if a front door loading device is used, and shall allow the operator to easily reach the farebox controls and to view the fare register. CATS is currently using Genfare Fare Box.

3.33.11 Minimum 1/2 "thick foam insulation shall be sprayed between the exterior skin and the interior panels. Insulation shall be moisture proof and have excellent thermal and acoustic insulating characteristics.

3.33.12 A minimum 16-channel, IP camera system with minimum 4 interior and 2 exterior cameras (one a backup camera), 720p resolution, and 1TB storage for each bus. Included in the bid will include applicable equipment, software, and installation.

3.33.13 Safety equipment shall be mounted in an appropriate location within the vehicle so as not to rattle or interfere with the driver or passenger movement.

- (A) First aid kit
- (B) Bio-hazard spill kit
- (C) Web cutter
- (D) Fire extinguisher, 5lb., ABC type
- (E) Warning triangles, reflective type (3 units)

3.33.14 Vehicle shall be equipped with a two-way radio compartment box with a 12-volt DC

supply and ground harness and antenna cable conduit installed that is compatible with an EF Johnson radio.

3.33.15 Plaque or decal indicating vehicle height to be posted within easy view of the driver.

### **3.34 ACCESSIBILITY PROVISIONS**

3.34.1 The buses shall meet all requirements of 49 CFR, Part 38, and Subpart B: ADA Accessibility Specifications for Transportation Vehicles - Buses, Vans and Systems. This includes the loading system, wheelchair accommodations, interior movement, passenger information, lighting, doors, signs, etc.

3.34.2 Wheelchair ramp, Braun Bi-Fold or comparable shall be in a rear entrance door and shall operate by power to fold from inside the bus to the ground, compliant with FMVSS 403-404. The control shall be interlocked with vehicle brakes, transmission or door, or shall provide other appropriate mechanisms or systems, to ensure that the vehicle cannot be moved when the lift is not stowed and lift cannot be deployed unless the interlocks or systems are engaged.

3.34.3 The ramp device must incorporate a manual method of deploying and stowing in the event of a power failure. In the stowed position, the ramp shall not produce rattling.

3.34.4 Doorway where ramp is installed shall have a minimum of two foot-candles of illumination, measured at the entrance step and ramp, when deployed from floor level. A dedicated heater shall supply forced air to heat the entrance and ramp area.

3.34.5 Securement systems shall be provided. There shall be two complete sets of Q Straint QRT or approved equal wheelchair securements on the bus including a lap and shoulder harness for use by wheelchair occupant or mobility-aid use. There shall be one wall mounted mesh storage bag for each securement position.

3.34.6 Minimum of two (2) wheelchair locations, preferably three (3) as close to the wheelchair loading system as practical, shall provide a parking space and securement system compliant with ADA requirements for a passenger in a wheelchair.

3.34.7 ADA priority seating signs as required and defined by 49 CFR, Part 38.27 shall be provided to identify the seats designated for passengers with disabilities.

3.34.8 The vehicle shall display the international symbol of accessibility on the rear; left side; and on the right side of the vehicle on the passenger door.

3.34.9 Audio destination announcement system shall be included. System shall be ADA compliant, capable of broadcasting bus route and safety information based on GPS, fixed-route destinations, and programmable custom messages.



## **PART 4 - APPENDIX**

***PLEASE NOTE THAT ALL FORMS MUST BE COMPLETED (AS REQUIRED BY THE FEDERAL TRANSIT ADMINISTRATION). CATS RESERVES THE RIGHT NOT TO ACCEPT BIDS WHICH CONTAIN INCOMPLETE, INACCURATE, OR MISSING FORMS. THESE PAGES INCLUDE:***

### **BID FORMS AND DOCUMENTS**

- BID OFFER AND AWARD
- AFFIDAVIT CONCERNING EMPLOYMENT OF UNAUTHORIZED ALIENS
- NON-COLLUSION AFFIDAVIT
- CERTIFICATE OF NON-SEGREGATED FACILITIES
- BUY AMERICAN REQUIREMENTS - COMPLIANCE CERTIFICATION
- BUY AMERICAN REQUIREMENTS - NONCOMPLIANCE CERTIFICATION
- INELIGIBLE CONTRACTORS CERTIFICATION
- CERTIFICATION OF RESTRICTIONS ON LOBBYING
- CERTIFICATION OF LOWER TIER PARTICIPANTS REGARDING DEBARMENT SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION
- STATE OF INDIANA DRUG-FREE WORKPLACE CERTIFICATION
- CERTIFICATION OF COMPLIANCE WITH 'AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)



City of Anderson Transportation System  
IN-2022-018-02

2023-11.12.02-001

**CITY OF ANDERSON, IN TRANSIT SYSTEM (CATS)  
BID FORM**

|                              |  |                         |                      |
|------------------------------|--|-------------------------|----------------------|
| <b>REQUESTER INFORMATION</b> |  | <b>Date of Bid Let:</b> | <b>Bid Due Date:</b> |
| Department:                  | City of Anderson Transit System (CATS)                               | 10/13/2023              | 12/11/2023           |
| Contact Name:                | Brad King  |                         |                      |
| Telephone #:                 | 765-648-6471   |                         | <b>PROJECT NO.</b>   |
| Fax #:                       | 765-648-6404   |                         | IN-2022-018-02       |
| e-mail:                      | <a href="mailto:brking@cityofmuncie.com">brking@cityofmuncie.com</a> |                         |                      |

**Bid Delivery Address**

120 East 8th Street, Anderson, IN 46016

| Item No. | Quantity | Unit of Measurement | Goods & Services Catalogue # and/or Description | Unit Price | Total Price |
|----------|----------|---------------------|---|------------|-------------|
|          |          |                     |   |            |             |
|          |          |                     |   |            |             |
|          |          |                     |   |            |             |
|          |          |                     |   |            |             |
|          |          |                     |   |            |             |
|          |          |                     |   |            |             |

|   |  |  |
|---|--|--|
| Indiana State Sales Tax Exemption Number: | Total Amount before delivery fees              |  |
|   | Delivery fee                                   |  |
|   | Grand Total including taxes & delivery charges |  |

The following Section must be completed by the Supplier and included in the Supplier's proposal in response to this IFB.

|                       |                          |                               |
|-----------------------|--------------------------|-------------------------------|
| <b>Supplier Name:</b> | <b>Supplier Address:</b> | <b>Supplier's Quotation #</b> |
|                       |                          |                               |

|                   |              |                     |
|-------------------|--------------|---------------------|
| <b>Signature:</b> | <b>Date:</b> | <b>Telephone #:</b> |
|                   |              |                     |

|               |                 |
|---------------|-----------------|
| <b>Email:</b> | <b>Remarks:</b> |
|               |                 |



**Bid Terms and Conditions**

- 1 Supplier's response to this Bid must be sent to the City of Anderson Board of Public Works via Postal Mail or E-mail to the attention of the Requester, as specified above.
- 2 Supplier may attach a quotation to this form or may enter prices directly on this form.
- 3 If quotation is provided, the Supplier Information Section of this form must be completed and attached as the first page of Supplier's proposal.  
Prices are to be in US Dollars and include all charges related to freight, in-transit insurance and unloading the goods at CATS address (530 Dale Keith Jones Road, Anderson, IN 26011) unless stated otherwise.
- 4 Title and risks remain with the Supplier until delivered to and accepted by CATS. CATS intends to inspect the delivered good or service performed prior to acceptance.
- 5 In the event of a discrepancy/error in the total prices indicated above or in the Supplier quotation, the unit price will prevail.
- 6 Terms of payment shall be Net 30 days from the receipt of Supplier's invoice by CATS's Accounts Payable.
- 7 Supplier's proposal shall be valid for sixty (60) days from the date of Supplier's submission.  
Price and delivery period for goods or services may be the determining factor in Supplier selection
- 8 process. The award may be made to the Supplier(s) whose proposal(s) is (are) determined to be of highest value in terms of quality and price.
- 9 CATS reserves the right to request the Supplier(s) to demonstrate that adequate skills, equipment and resources are available for performance of the services.
- 10 CATS reserves the right to request any additional information that it deems necessary in order to make a decision on any proposal.
- 11 CATS reserves the right to reject any or all proposals after evaluation. Rejection of all proposals will mean that CATS, in its own best interest at this time, has determined not to pursue the acquisition.
- 12 Supplier who submits a proposal in response to this Bid must be in good standing with the US Government, State of Indiana and City of Anderson.
- 13 Any proposal not supported by the information requested in the Bid, or not complying with the Bid requirements, may not be considered.



**AFFIDAVIT CONCERNING EMPLOYMENT OF UNAUTHORIZED ALIENS**

I am a duly authorized officer of: \_\_\_\_\_

("Contractor") and I hereby certify that as of the date of this Affidavit, Contractor does not employ any "unauthorized aliens" as that term is defined in 8 U.S.C 1324a(h)(3).

I AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FOREGOING REPRESENTATIONS ARE TRUE AND ACCURATE.

By: \_\_\_\_\_

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

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

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

NOTE: 8 U.S.C 1324a(h)(3) defines an unauthorized alien as an alien that is not at the time of employment either (a) an alien lawfully admitted for permanent residence, or (b) authorized to be so employed by this chapter or by the Attorney General.



**NON-COLLUSION AFFIDAVIT**

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

**OATH AND AFFIRMATION**

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2023

Name of Organization: \_\_\_\_\_

Authorized Signature/Title: \_\_\_\_\_

State of \_\_\_\_\_ City/County of \_\_\_\_\_

SS: \_\_\_\_\_

The foregoing instrument was  
acknowledged

before me this \_\_\_\_\_ day of \_\_\_\_\_ 2023 by

Notary Public: \_\_\_\_\_

My Commission expires: \_\_\_\_\_



**CERTIFICATE OF NON-SEGREGATED FACILITIES**

The Company certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Company certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit control where segregated facilities are maintained. The Company agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from contracts with the Department of Community Development. As used in this certification, the "segregated facilities" means any wait in rooms, work area, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, transportation, and housing facilities provided for employees which are segregated by directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Company agrees that (except obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to award of subcontracts exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001

\_\_\_\_\_  
Name of Individual, Partner, or Corporation

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Address, City, and State

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_

Date

Title



---

**City of Anderson Transportation System**  
**IN-2022-018-02**

**2023-11.12.02-001**

**BUY AMERICAN REQUIREMENTS - COMPLIANCE CERTIFICATION**

The bidder hereby certifies that it will comply with the requirements of section 165(b)(3) of the Surface Transportation Assistance Act of 1982 and the regulations in 49CFR Part 661.11.

---

Name of Individual, Partner, or Corporation

---

Address, City, and State

---

Authorized Representative Signature

---

Date

Title



**BUY AMERICAN REQUIREMENTS - NONCOMPLIANCE CERTIFICATION**

The bidder hereby certifies that it cannot comply with the requirements of section 165(b)(3) of the Surface Transportation Assistance Act of 1982, but may qualify for an exception to the requirement pursuant to section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act and the regulations in 49CFR Part 661.7.

\_\_\_\_\_  
Name of Individual, Partner, or Corporation

\_\_\_\_\_  
\_\_\_\_\_  
Address, City, and State

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title





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**City of Anderson Transportation System**  
**IN-2022-018-02**

**2023-11.12.02-001**

**INELIGIBLE CONTRACTORS CERTIFICATION**

The undersigned bidder hereby certifies that it is not included on the U.S. Comptroller General's Consolidated List of firms currently debarred for violations of various public contracts incorporating labor standard provisions.

---

Name of Individual, Partner, or Corporation

---

---

---

Address, City, and State

---

Authorized Representative Signature

---

Date

Title



**CERTIFICATION OF RESTRICTIONS OF LOBBYING**

I, \_\_\_\_\_, hereby certify on behalf of  
\_\_\_\_\_ that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or an employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



**CERTIFICATION OF LOWER TIER PARTICIPANTS REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

The Lower Tier Participant (potential sub-grantee or sub-recipient under an FTA project, potential third party contractor, or potential subcontractor under a major third party contract, \_\_\_\_\_certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

If the Lower Tier Participant (potential sub-grantee or sub-recipient under an FTA project, potential third-party contractor, or potential subcontractor under a major third-party contract), is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this project.)

IF LOWER TIER PARTICIPATION (POTENTIAL SUB-GRANTEE OR SUB-RECIPIENT UNDER AN FTA PROJECT, POTENTIAL THIRD PARTY CONTRACTOR, OR POTENTIAL SUBCONTRACTOR UNDER A MAJOR THIRD-PARTY CONTRACT), \_\_\_\_\_, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET. SEQ. ARE APPLICABLE THERETO.

\_\_\_\_\_  
Signature/Title

\_\_\_\_\_  
Signature and Title of Authorized Official

The undersigned chief legal counsel for the \_\_\_\_\_ hereby certifies that

\_\_\_\_\_ the \_\_\_\_\_

\_\_\_\_\_ has authority under State and local law to comply with the subject assurances and that the certification above has been legally made.

\_\_\_\_\_  
Signature of Applicant’s Attorney

\_\_\_\_\_  
Printed Name of Applicant’s Attorney

\_\_\_\_\_  
Date



**STATE OF INDIANA DRUG-FREE WORKPLACE CERTIFICATION**

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all contracts with and grants from the State of Indiana in excess of \$25,000. No award of contract or grant shall be made, and no contract, until this certification has been fully executed by the Contractor or Grantee and attached to the certification may result in sanction including, but not limited to, suspension of contract payments, termination of the contract or agreement, and/or debarment of contracting opportunities with the State for up to three (3) years.

The Contractor/Grantee certifies and agrees that it will provide a drug free workplace by:

- a. Publishing and providing to all of its employees a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- b. Establishing a drug-free awareness program to inform employees about (1) the dangers of drug abuse in the workplace; (2) the Contractor’s policy of maintain a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- c. Notifying all employees in the statement required by subparagraph (a) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the employer of any criminal drug statue conviction or a violation occurring in the workplace no later than five (5) days after such conviction;
- d. Notify in writing the contracting State Agency and the Indiana Department of Administration within ten (10) days after receiving notice from an employee under subdivision C. (2) above, or otherwise receiving actual notice of such conviction;
- e. Within thirty (30) after receiving notice under subdivision C. (2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
- f. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (a) through (e) above.

THE UNDERSIGNED AFFIRMS UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

|  |                                      |
|--|--------------------------------------|
| _____                                  | _____                                |
| Printed Name of Organization           | Requisition/Contract/Grant ID Number |
| _____                                  | _____                                |
| Signature of Authorized Representative | Date                                 |
| _____                                  | _____                                |
| Printed Name                           | Title                                |



**CERTIFICATION OF COMPLIANCE WITH "AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)"**

The undersigned, as an authorized official of bidder, does hereby certify that \_\_\_\_\_  
\_\_\_\_\_ agrees to comply with the "Americans With Disabilities Act (ADA)" prescribed by Title 49 of the Code of the Federal Register, Part 27, Subpart A, published under date of September 6, 1991.

Bidder (Name of Firm): \_\_\_\_\_

By: \_\_\_\_\_

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

Name (Type or Print Legibly): \_\_\_\_\_

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

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