Request for Proposals

eTrans Advertising Sales Program Management

Proposal Submission Deadline: Friday, July 29, 2016 @ 3:00 p.m.

City of Escalon
2060 McHenry Avenue
Escalon, CA 95320

Date: July 5, 2016

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Notice for Request for Proposals for Advertising Sales

City of Escalon (CITY) is soliciting proposals to administer an Advertising Sales program for the eTrans fleet of vehicles. Both internal and external advertising is currently available on transit vehicles. CITY seeks proposals to administer an advertising program on behalf of eTrans, whereby a percentage of sales are retained by the administering party and the remaining portion is due to the City of Escalon. CITY seeks proposals for services that present no burden to the limited CITY staff. All sales, coordination with advertisers, graphic design, material selection, application and finally product warranty should be included as part of the services offered.

Sales of advertising space may include space on rear, sides and interior of buses (detailed below). Advertising spaces designated for sales program are identified below in the **Proposed Advertising Space** section.

INTRODUCTION

Background

Located in California's Central Valley, Escalon is an attractive city of 7,413 persons (2015 California Department of Finance population estimates) in a productive area of San Joaquin County, which comprises of 2.3 square miles. The city is surrounded on all sides by scenic agricultural land and open spaces.

Escalon continues to foster its goal of maintaining a vibrant and diversified community. The City's mission statement of "Taking pride in our community through quality service" is apparent through the aggressive policies adopted to preserve a family atmosphere and high quality of life.

Escalon boasts a low crime rate, an award-winning school district, quality residential homes and a quaint, 1920's era downtown.

The City is geographically located on State Route 120 between the San Francisco Bay Area and the historic Mother Lode leading to Yosemite National Park. The City is 25 minutes from Stockton, Modesto and Manteca; Escalon offers a central location with direct access to all modes of transportation.

Public Transportation System

eTrans is Escalon's own bus system. The door-to-door dial-a-ride service operates within the City of Escalon and provides connection to Riverbank. The intercity Route 1 service operates between the Downtown Escalon Park and Ride Lot and Northwest Modesto serving Kaiser Permanente, Vintage Faire Mall and destinations on Kiernan Avenue, Dale Road, McHenry Avenue and Standiford Avenue. Attached to the request for proposals (RFP) is the map of the current transit service area in Modesto and Escalon.

The transit service serves a population area of 7,413 (2015 California Department of Finance population estimates) and serves a service area of 2.3 square miles. This service area includes the City limits.

Transit Service Funding

eTrans is funded primarily by California Transportation Development Act (TDA) funds, Federal Transit Administration Section 5311 operating assistance grant funds, and farebox revenue.

Current Advertising Program

The current eTrans advertising agreement (for prospective advertisers) is included for reference as Attachment B. Advertising is accomplished by utilizing internal (11x17 landscape images only) and external locations on the vehicles, including perforated window treatments and tail mounts.

Proposed Advertising Space

Driver Side of Vehicle

Passenger side of vehicle

Rear of vehicle

eTrans Fleet

How many buses will be eligible for advertising at the time of the release of the RFP?
There are 3 total vehicles in the fleet.

What happens with advertisements currently on bus under active contract?
They will need to be replaced by new contracts. The City would encourage bundling eTrans advertising with other contracts that the contractor may have.

Project Schedule

1.	*Request for Proposals Issued*	*July 5, 2016*
2.	*Last Day for Written Questions on RFP*	*July 15, 2016*
3.	*Written Responses to Questions posted on website*	*July 18, 2016*
4.	*Proposals Due*	*July 29, 2016*
5.	*Interviews with Finalists (optional)*	August 2016
6.	*Selection process concluded*	*August 2016*
8.	*Letters sent to consultants not selected*	*August 2016*
9.	*Agreement executed and Notice to Proceed*	*August 2016*

Communications

As it is the CITY's intent to provide the same information to all proposers, questions will not be answered individually by telephone or email. Any oral responses to questions are not binding on the CITY. The CITY will post the questions received, along with written responses, to the eTrans website, http://cityofescalon.org/departments/transit-services/. **It is the responsibility of the proposers to check the eTrans website to review the questions and responses**. The CITY will not respond to any questions submitted after Friday, July 15, 2016. Any communications related to this RFP should be directed in writing to:

John Andoh, CCTM
Transit Coordinator
City of Escalon
2060 McHenry Avenue
Escalon, CA 95320
209.691.7465 (Office)
209.321.1334 (Cell)
209.691.7439 (fax)
jandoh@cityofescalon.org
www.cityofescalon.org

Addenda

Any changes to the Request for Proposals documents will be made by written addendum. Upon issuance, such addenda shall be incorporated in this Request for Proposals document, and shall prevailver inconsistent provisions of earlier issued documentation. Addenda will be posted on the eTrans website. **It is the responsibility of the proposers to check the eTrans website for any addenda**.

Proposal Submission & Deadline

All proposals and accompanying materials shall become the property of the CITY upon submittal.

Proposers must submit one (1) original technical and cost proposal and one (1) electronic copy of technical and cost proposal. The technical and cost proposal shall be sealed in an envelope, marked "Technical and Cost Proposal for Advertising Sales." The envelope must also be marked clearly with the proposer's name, address and telephone number, and with a proposer contact person's name.

Proposals should be addressed to John Andoh, at the above address, if delivered by mail or courier, and must be received and date stamped no later than 3:00 p.m. on the due date identified on the above Project Schedule. The CITY has no authority to accept proposals submitted after the above date and time, and will return unopened any proposals which are received late.

Form of Agreement

A draft copy of the agreement to be executed between the parties follows as Attachment A of this RFP. It is imperative that the prospective proposers familiarize themselves with each of the provisions contained in the agreement form prior to preparing and submitting a proposal. If substantive revisions to the Agreement will be proposed by the contractor if selected, these items/issues should be clearly specified in the proposal.

Evaluation Criteria

A Selection Committee, shall review each proposal and, if necessary, will conduct an interview with the consultant's project manager and key personnel of the most qualified firm(s).

The Selection Committee shall rate each proposal and identify the rank of proposals in a selection order based upon the following criteria:

1. Understanding of the purpose of the advertising sales function as evidenced in the written and/or oral proposal. (25 points possible)

2. Approach to the tasks to be performed, including detailed steps and resources required, and proposed project schedule. (25 points possible)

3. Specialized experience, qualifications and technical competence as related to the services required. (25 points possible)

4. Candidate's cost proposal. (25 points possible)

The CITY reserves the right to award the Agreement to the proposer whose experience and proposal best satisfies the CITY's needs rather than the proposer with the lowest cost proposal. Additional criteria other than the above may be considered as necessary in the selection process. The award of the Agreement will be subject to the availability of funds. The CITY reserves the right to reject any or all of the proposals and to waive any irregularities in the bidding.

Contractor Selection

Upon completion of the rating of the proposals, the CITY may negotiate a draft agreement with the top-ranked contractor. A draft agreement to be executed by the parties is included as Attachment A to this Request for Proposals document. The goal of negotiation is to agree on a final agreement that will deliver the services and products required at a fair and reasonable cost to the CITY.

If a draft agreement cannot be reached with the top ranked candidate, the negotiations are terminated. Negotiations then may be opened with the second choice and the process repeated. When negotiations are terminated with the consultant, negotiations will not be reopened with them during this process. If an agreement cannot be reached with any of the

consultants recommended by the Selection Committee, the Selection Committee will be asked to make additional recommendations.

The CITY hereby notifies all proposers that it will affirmatively ensure that in regard to any agreement entered into pursuant to this RFP, disadvantaged business enterprises will be afforded full opportunity to submit proposals in response to this invitation, and that proposers will not be discriminated against on the grounds of race, religion, creed, medical condition, color, marital status, ancestry, gender, age, national origin or physical or mental disability in consideration for award. In addition, the CITY requires that any contractor/consultant hired by the CITY to perform any work activity does not discriminate against any employee or applicant for employment because of race, religion, creed, medical condition, color, marital status, ancestry, sex, age, national origin or disability.

The CITY retains the right to withdraw this Request for Proposals at any time, without prior notice, to reject any or all proposals submitted, and/or to waive any irregularities or informalities in the proposal or in the proposal procedure.

Advertisement Approval

All advertisements must comply with the CITY's Policy for Advertising on eTrans Vehicles (included as Attachment C), and are subject to the approval of the City, who has final authority on messaging to be placed on eTrans vehicles.

Instructions to Proposers

Each proposal should be limited to specific discussions of the elements outlined in this RFP. The intent of this RFP is to encourage responses which meet the stated requirements, and which propose the best methods to accomplish the work within their stated budget.

The organization of proposals should follow the general outline below. Each proposal should consist of a Technical Proposal and a Cost Proposal.

1. **Transmittal Letter**
   The transmittal letter should include the name, title, mailing address, e-mail address (if available), phone number and original signature of an individual with authority to negotiate on behalf of and to contractually bind the proposer, and who may be contacted during the period of proposal evaluation. Only one transmittal letter need be prepared to accompany all copies of the Technical and Cost Proposals.

2. **Introduction**
   In this section, the Proposer should demonstrate an adequate understanding of the advertising sales relationship the CITY is looking for.

3. **Advertising Sales Technical Approach**
   The advertising sales plan should include:

   a. A description of the overall advertising sales program being offered. This should include types of acceptable advertisements, vinyl adhesives/frame mounts,

advertising rates, and distribution of advertising revenues.

b. A thorough explanation of the consultant's proposed Advertising Sales course of action. References should be made to RFP requirements and the consultant's plans for meeting those requirements. If the consultant proposes major changes in the RFP approach, those changes should be clearly specified.

4. **Consultant and Subcontractor Staff**
The proposal must describe the qualifications and experience of each professional who will participate in the project, including a resume for each member of the project team. A Project Manager must be designated, and an organizational chart showing the manager and all project staff must be included.

If a subcontractor will be used, the proposer must include a letter from the subcontractor committing to perform at least the work shown for subcontractor professionals in the above- described matrix. If local firms/vendors will be used they should be clearly identified.

5. **Consultant Qualifications and References**
The proposal must describe the nature and outcome of projects previously conducted by the consultant which are related to the work described within this RFP. Descriptions should include a client contact name, address, phone number, a description of the type of work performed, approximate date on which the work was completed and professional staff who performed the work. If a subcontractor is proposed, two or three similar qualifications and references should be provided for the subcontractor. Up to two samples of the consultant's reports on closely related projects should also be included, if available.

6. **Cost Proposal**
In addition to a Technical Proposal, the prospective contractor shall prepare a Cost Proposal for the work to be performed. The Cost Proposal shall itemize all advertising spaces, proposed rates, and advertising terms. Failure to provide detailed cost breakdowns will be cause for rejection of the proposal.

Fee and Method of Payment

The CITY desires an Advertising Sales program that creates no burden on existing transit funding, and limited impacts on staff resources. The ideal program will outline a revenue sharing agreement whereby Proposer keeps a percentage of Advertising Sales and the City receives the outstanding percentage.

Policy

The Advertising Sales Coordinator shall comply with Title VI of the Civil Rights Act of 1964, as amended from time to time, the Americans with Disabilities Act, 49 CFR Part 21 through Appendix C and all other FTA requirements as identified in the draft Agreement and amended from time to time.

Agreement to select Advertising Sales Coordinator

This request for proposals does not obligate the CITY to award an agreement for an Advertising Sales Coordinator, nor does it commit the CITY to pay for any costs associated with the preparation and submittal of a proposal. The Scope of Work is subject to modification as work progresses on each element.

Proposals received in response to this solicitation, at the CITY's discretion, may be incorporated into the awarded contract and may serve as basic terms and conditions for the ultimate contract. Therefore, applicants are advised that, if successful, they will be held responsible for levels of services proposed at the funding levels quoted. The CITY reserves the right to negotiate modifications or revisions to any awarded contract.

Insurance Requirements

The successful contractor will be required to maintain, throughout the term of the agreement work, insurance of the type and amount indicated in Exhibit A of the Draft Agreement (Attachment A).

Public Records Access

Applicants should be aware that submitted proposals are subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the applicants to clearly identify information in their proposals that they consider to be confidential under the California Public Records Act. To the extent that the CITY agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

All information regarding the proposals will be held as confidential until such time as the CITY has completed its evaluation and, or if, an award has been made.

Attachments:

- Sample Transit Advertising Agreement
- Transit Service Area Map

PROFFESSIONAL SERVICES AGREEMENT FOR
TRANSIT ADVERTISING SERVICES ON ETRANS BUSES

This Agreement is made and entered into the ___th day of August, 2016, by and between the City of Escalon, a municipal corporation (hereinafter referred to as "CITY") and _____ (hereinafter referred to as "CONTRACTOR").

The parties hereto enter into this Agreement for the purposes of "CONTRACTOR" providing professional services to "CITY" under the following terms and conditions.

In consideration hereof, and the mutual promises contained herein, the parties agree as follows:

I. SCOPE OF SERVICES

A. CONTRACTOR shall provide the following services: solicit and sell interior and exterior advertising space on eTrans vehicles. The CONTRACTOR shall be responsible for the solicitation of advertisements and the setting of rental rates, the servicing of the accounts and the creation, placement, repair and removal of any and all signs displayed on eTrans vehicles.

1. Only interior signs and exterior signs will be placed on eTrans buses. No full bus wrap advertisements are allowed without written CITY approval.

2. The CITY reserves all legal rights to reject any sign produced pursuant to this Agreement and may, without notice to CONTRACTOR, remove any sign, which in its sole determination is discriminatory, offensive and/or presents a hazard to the health, safety and welfare of the CITY.

3. The CITY may use, free of charge 11" X 17" maximum interior sign spaces in each bus to publicize non-profit agencies, community events and transit-related news. The notice frame located behind the bus operator's seat shall remain under the exclusive control of the CITY for public notices and shall not at any time be used by CONTRACTOR for advertising purposes.

II. PAYMENT

A. The payment made by advertisers shall be divided as follows:

1. CONTRACTOR shall guarantee the CITY a minimum of ____ percent (_____%) of the net monthly rental revenues, for advertisements placed on eTrans vehicles.

B. Payment of the proceeds to which the CITY is entitled will be due and payable no later than thirty (30) days after CONTRACTOR has received payment on billings to advertisers. The CITY will have the right to examine accounting records relating to the transit advertisement program. Checks shall be made payable to the "City of Escalon".

C. In the event that all or any portion of the work prepared or partially prepared by CONTRACTOR or terminated by the CITY, the CITY shall be entitled to a pro-rated share of the amount due in the month of termination as well as any payments due from months prior thereto.

D. All payments shall be sent to the designated project contact person. Payments will be checked by said contact person for compliance with the provisions of this Agreement.

III. TERM OF AGREEMENT

The term of this Agreement commences on July 1, 2016 and ends on June 30, 2019, with five one (1) year extensions at the CITY's sole discretion. However, ether party may terminate this Agreement upon providing the other party thirty (30) days' written notice of such termination, given in the manner provided in Section VII herein. Should this Agreement be terminated, CITY shall honor any existing advertising agreements entered into by CONTRACTOR until termination of said agreements.

IV. OWNERSHIP OF ACCOUNTS

A. It is understood and agreed that CONTRACTOR possesses distinct professional skills in performing said services. It is further understood and agreed that CONTRACTOR, including his/her agents and employees, is not an agent or employee of the CITY, but rather solely responsible for his/her acts and omissions. CONTRACTOR has full control over the means and methods of performing said services, and CONTRACTOR understands that said services are being performed as an independent Contractor. Nothing in this Agreement shall in any way be construed to constitute the CONTRACTOR, or any of its agents or employees, as an agent, employee or representative of the CITY.

B. The business accounts acquired under this Agreement are the sole and exclusive property of the CONTRACTOR, and the CITY has no legal nor equitable interest in the advertising accounts solicited and acquired by the CONTRACTOR other than to recover any unpaid advertising fees in the

event CONTRACTOR fails to do so, and/or to terminate those accounts for which payment is not being received in the event CONTRACTOR fails to do so, and/or as provided herein.

C. CONTRACTOR shall perform with his/her own organization specified and required for this Agreement. No assignment or transfer in whole or in part of this Agreement shall be made without the written consent of the CITY.

D. CONTRACTOR may retain or subcontract for the services of other necessary consultants, with the written approval of the CITY. Any such subcontractors shall comply, to the extent applicable, with the terms and conditions of this Agreement and all of the obligations and duties imposed upon the CONTRACTOR hereunder. No other subcontracting or assignments will be permitted.

V. COMPLIANCE

CONTRACTOR agrees to fully comply with all appropriate local, city, state and federal laws, regulations and ordinances governing the performance of contractual services required hereunder, in accordance with professional standards of care, including local business license requirements. Federal requirements are attached as **Exhibit A** hereto this Agreement.

VI. EQUAL OPPORTUNITY/NON-DISCRIMINATION

During the performance of this Agreement, CONTRACTOR will not discrimate against any employee or applicant for employment because of race, religion, creed, color, national origin, sex, age or sexual orientation. CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, creed, color, national origin, sex, age or sexual orientation.

VII. NOTICES

All notices required or permitted by this Agreement, including notice of change of address, shall be in writing and given by personal delivery or sent by United States Mail, postage prepaid and addressed to the parties intended to be notified. Notice shall be deemed given as of the date of delivery in person or as the date deposited in any post office or any post office box regularly maintained by United States Government. Notice shall be given as follows:

CITY: John Andoh, Transit Coordinator
City of Escalon
2060 McHenry Avenue
Escalon, CA 95320

CONTRACTOR:

VIII. MERGER

This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the include terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

IX. CONFLICT OF INTEREST

No member, officer or employee of the CITY, during this tenture or for one (1) year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof.

X. INDEPENDENT CONTRACTOR

The parties intend that CONTRACTOR shall act as an independent contractor and shall have control of the work stated in this Agreement and the manner in which it is performed. CONTRACTOR is not to be considered an agent or employee of the CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits the CITY provide its employees.

XI. HOLD HARMLESS

CONTRACTOR hereby covenants and agrees to, and shall, indemnify, save harmless and defend, the CITY, its agents and/or employees against all claims, demands, costs and liabilities for damages of any kind or nature arising out of or occasioned by CONTRACTOR's performance of its obligations pursuant to this Agreement. However, this indemnity does not extend to any loss, damage or expense arising out of the negligence or willful misconduct of the CITY or the CITY's employees.

XII. INSURANCE

The CONTRACTOR, at his own cost and expense, shall take out and maintain throughout the period of this Agreement comprehensive general liability insurance with the minimum limits of one million dollars ($1,000,000.00) combined single limit (CSL) covering all bodily injury and property damager

arising out of its operations under this Agreement Other insurance provisions and requirements shall include the following:

A. General Liability Coverage

1. The CITY, its officers, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on the behalf of the CONTRACTOR; or premises owned, leased or used by the CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officials, employees or volunteers. An endorsement shall be provided evidencing such coverage.

2. The CONTRACTOR's insurance coverage shall be primary insurance as respects the CITY, its officials, employees or volunteers. Any insurance or self-insurance maintained by the CITY, its officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it

3. Any failure to comply with the reporting provisions of the insurance policies shall not affect coverage provided to the CITY, its officials, employees or volunteers.

4. Coverage shall state that the CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

B. Worker's Compensation and Employer's Liability Coverage
The insurer shall agree to waive all rights of subrogation against the CITY, its officials, employees and volunteers for losses arising from work performed by the CONTRACTOR for the CITY.

C. All Coverages
Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the CITY.

D. Verification of Coverage
CONTRACTOR shall furnish the CITY with certificates of insurance and certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the CITY before work commences.

XIII. LITIGATION

If litigation ensures which pertains to the subject matter of CONTRACTOR's services hereunder, CONTRACTOR, upon request from CITY, agrees to testify therein at a reasonable and customary fee.

XIV. DAMAGE TO CITY BUSES

Any damage caused to CITY buses, facilities, personnel, or other equipment by the CONTRACTOR shall promptly provide restitution to the CITY for any losses to correct the damage.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CITY OF ESCALON	**CONTRACTOR**
By: _____ Tammy Alcantor City Manager	By: _____
	_____ Taxpayers Identification Number
	_____ City of Escalon Business License #

EXHIBIT A

FEDERAL CLAUSES

A. FEDERAL CLAUSES AND OTHER REQUIREMENTS

1. FLY AMERICA REQUIREMENTS

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

2. BUY AMERICA

[Not Applicable]

3. CHARTER BUS REQUIREMENTS AND SCHOOL BUS REQUIREMENTS

Charter Bus Requirements:
[Not Applicable]

School Bus Requirements:
[Not Applicable]

4. CARGO PREFERENCE - USE OF UNITED STATES- FLAG VESSELS

[Not Applicable]

5. SEISMIC SAFETY

[Not Applicable]

6. ENERGY CONSERVATION

CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 et seq.

7. CLEAN WATER

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

8. BUS TESTING

[Not Applicable]

9. PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS

[Not Applicable]

10. LOBBYING RESTRICTIONS

The CONTRACTOR agrees to:

(a) Refrain from using Federal assistance funds to support lobbying,

(b) Comply, and assure the compliance of each third party CONTRACTOR at any tier and each SUBCONTRACTOR at any tier, with U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, modified as necessary by 31 U.S.C. § 1352.

(c) Comply with Federal statutory provisions to the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence Congress or a State legislature on legislation or appropriations, except through proper, official channels.

11. ACCESS TO RECORDS

The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents,

papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at $100,000.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

7. FTA does not require the inclusion of these requirements in subcontracts.

12. FEDERAL CHANGES

CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Department of Transportation, Federal Transit Administration, Master Agreement (FTA MA (10) dated October, 2003), between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. CONTRACTOR's failure to so comply shall constitute a material breach of this contract.

13. BONDING REQUIREMENTS

Bid Bond Requirements (Construction)

[Not Applicable]

Performance and Payment Bonding Requirements (Construction)

[Not Applicable]

Performance and Payment Bonding Requirements (Non-Construction)

The Contractor may be required to obtain performance and payment bonds when necessary to protect the City of Escalon interest.

(a) The following situations may warrant a performance bond:

1. City of Escalon property or funds are to be provided to the contractor for use in performing the contract or as partial compensation (as in retention of salvaged material).

2. A contractor sells assets to or merges with another concern, and the (Recipient), after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.

3. Substantial progress payments are made before delivery of end items starts.

4. Contracts are for dismantling, demolition, or removal of improvements.

(b) When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the City of Escalon determines that a lesser amount would be adequate for the protection of the City of Escalon .

2. The City of Escalon may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of

the increase in contract price. The City of Escalon may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) A payment bond is required only when a performance bond is required, and if the use of payment bond is in the City of Escalon 's interest.

(d) When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows:

1. The penal amount of payment bonds shall equal:

(i) Fifty percent of the contract price if the contract price is not more than $1 million;

(ii) Forty percent of the contract price if the contract price is more than $1 million but not more than $5 million; or

(iii) Two and one half million if the contract price is increased.

Advance Payment Bonding Requirements

[Not Applicable]

Patent Infringement Bonding Requirements (Patent Indemnity)

[Not Applicable]

Warranty of the Work and Maintenance Bonds

[Not Applicable]

14. CLEAN AIR

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

15. RECYCLED PRODUCTS

To the extent applicable, the CONTRACTOR agrees to comply with U.S. EPA regulations, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 C.F.R. Part 247, implementing section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and otherwise provide a competitive preference for products and services that conserve natural resources and protect the environment and are energy efficient.

16. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS

[Not Applicable]

17. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The CONTRACTOR agrees to comply, and assures the compliance of each third party CONTRACTOR and each SUBCONTRACTOR at any tier of the Project, with the following employee protection requirements for contract employees

(a) Overtime requirements - No CONTRACTOR or SUBCONTRACTOR contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the CONTRACTOR and any SUBCONTRACTOR responsible therefore shall be liable for the unpaid wages. In addition, such CONTRACTOR and SUBCONTRACTOR shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(c) Withholding for unpaid wages and liquidated damages – The CONTRACTOR shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or SUBCONTRACTOR under any such contract or any other Federal contract with the same prime CONTRACTOR, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or SUBCONTRACTOR

for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(d) Subcontracts - The CONTRACTOR or SUBCONTRACTOR shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the SUBCONTRACTORs to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any SUBCONTRACTOR or lower tier SUBCONTRACTOR with the clauses set forth in this section.

18. [RESERVED]

19. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

(a) The City of Escalon and CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the City of Escalon , CONTRACTOR, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(b) The CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the SUBCONTRACTOR who will be subject to its provisions.

20. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.

(a) The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.

(b) The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. §

5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.

(c) The CONTRACTOR agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the SUBCONTRACTOR who will be subject to the provisions.

21. TERMINATION

Upon written notice, CONTRACTOR agrees that the Federal Government may suspend or terminate all or part of the Federal financial assistance provided herein if CONTRACTOR has violated the terms of the Grant Agreement or Cooperative Agreement, or if the Federal Government determines that the purposes of the statute authorizing the Project would not be adequately served by the continuation of Federal financial assistance for the Project. Any failure to make reasonable progress on the Project or other violation of the Grant Agreement or Cooperative Agreement that endangers substantial performance of the Project shall provide sufficient grounds for the Federal Government to terminate the Grant Agreement or Cooperative Agreement. Termination of any Federal financial assistance for the Project will not invalidate obligations properly incurred by CONTRACTOR before the termination date, to the extent those obligations cannot be canceled. If, however, the Federal Government determines that CONTRACTOR has willfully misused Federal assistance funds by failing to make adequate progress, failing to make reasonable and appropriate use of the Project real property, facilities, or equipment, or has failed to comply with the terms of the Grant Agreement or Cooperative Agreement, the Federal Government reserves the right to require CONTRACTOR to refund the entire amount of Federal funds provided for the Project or any lesser amount as the Federal Government may determine. Expiration of any Project time period established for the Project does not, by itself, constitute an expiration or termination of the Grant Agreement or Cooperative Agreement

(a) Termination for Convenience: The City of Escalon may terminate this contract, in whole or in part, at any time by written notice to the CONTRACTOR. The CONTRACTOR shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to City of Escalon to be paid the CONTRACTOR. If the CONTRACTOR has any property in its possession belonging to the City of Escalon , the CONTRACTOR will account for the same, and dispose of it in the manner the City of Escalon directs.

(b) Termination for Default: If the CONTRACTOR does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the CONTRACTOR fails to perform in the manner called for in the contract, or if the CONTRACTOR fails to comply with any other provisions of the contract, the City may

terminate this contract for default. Termination shall be effected by serving a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default. The CONTRACTOR will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the City of Escalon that the CONTRACTOR had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or beyond the control of the CONTRACTOR, the City of Escalon , after setting up a new delivery of performance schedule, may allow the CONTRACTOR to continue work, or treat the termination as a termination for convenience.

(c) Termination for Cost-Type Contracts: The City of Escalon may terminate this contract, or any portion of it, by serving a notice of termination on the CONTRACTOR. The notice shall state whether the termination is for convenience of the City of Escalon or is for the default of the CONTRACTOR. If the termination is for default, the notice shall state the manner in which the CONTRACTOR has failed to perform the requirements of the contract. The CONTRACTOR shall account for any property in its possession paid for from funds received from the City of Escalon , or property supplied to the CONTRACTOR by the City of Escalon . If the termination is for default, the City of Escalon may fix the fee, if the contract provides for a fee, to be paid the CONTRACTOR in proportion to the value, if any, of the work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to the City of Escalon and the parties shall negotiate the termination settlement to be paid the CONTRACTOR.

22. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

The CONTRACTOR agrees to comply, and assures the compliance of each third party CONTRACTOR and SUBCONTRACTOR at any tier, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Governmentwide Debarment and Suspension (Nonprocurement)," within 49 C.F.R. Part 29.

23. PRIVACY ACT

The following requirements apply to the CONTRACTOR and its employees that administer any system of records on behalf of the Federal Government under any contract:

(a) The CONTRACTOR agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the CONTRACTOR agrees to obtain the express consent of the Federal Government before the CONTRACTOR or its employees operate a system of records on behalf of the Federal Government. The CONTRACTOR understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and

that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(b) The CONTRACTOR also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

24. CIVIL RIGHTS

The following requirements apply to the underlying contract:

(a) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the CONTRACTOR agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(b) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(i) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the CONTRACTOR agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

(ii) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

(iii) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

(c) The CONTRACTOR also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

25. BREACHES AND DISPUTES

(a) Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the City of Escalon . This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the CONTRACTOR mails or otherwise furnishes a written appeal to the City of Escalon. In connection with any such appeal, the CONTRACTOR shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the City of Escalon shall be binding upon the CONTRACTOR and the CONTRACTOR shall abide be the decision.

(b) Performance During Dispute - Unless otherwise directed by the City of Escalon , CONTRACTOR shall continue performance under this Contract while matters in dispute are being resolved.

(c) Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

(d) Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City of Escalon and the CONTRACTOR arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of California.

(e) Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City of Escalon , Architect or CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

26. PATENT AND RIGHTS IN DATA.

[Not Applicable]

27. TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS.

[Not Applicable]

28. DISADVANTAGED BUSINESS ENTERPRISE

The CONTRACTOR agrees to take the following measures to facilitate participation by disadvantaged business enterprises (DBE) in the Project:

(a) The CONTRACTOR agrees to comply with section 1101(b) of TEA-21, 23 U.S.C. § 101 note, and U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. Part 26.

(b) The CONTRACTOR agrees that it shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any third party contract, or sub-agreement supported with Federal assistance derived from the U.S. DOT or in the administration of its DBE program or the requirements of 49 C.F.R. Part 26. The CONTRACTOR agrees to take all necessary and reasonable steps set forth in 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of all third party contracts and sub-agreements supported with Federal assistance derived from the U.S. DOT. The CONTRACTOR's DBE program, as required by 49 C.F.R. Part 26 and approved by the U.S. DOT, is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement. Implementation of this DBE program is a legal obligation, and failure to carry out its terms shall be treated as a violation of the Grant Agreement or Master Agreement. Upon notification to the CONTRACTOR of its failure to implement its approved DBE program, the U.S. DOT may impose sanctions as provided for under 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 et seq.

29. [RESERVED]

30. INCORPORATION OF FTA 4220.1E TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, dated June 19, 2003, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The CONTRACTOR shall

not perform any act, fail to perform any act, or refuse to comply with any City of Escalon request, which would cause the City of Escalon to be in violation of the FTA terms and conditions.

31. SUBSTANCE ABUSE

[Not Applicable]

LOBBYING CERTIFICATION

The undersigned _____ certifies, to the best of his or her knowledge and belief, 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the 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 making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or 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 [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq* .)]

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

This certification is a material representation of fact upon which reliance was 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The CONTRACTOR, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, *apply* to this certification and disclosure, if any.

_____
Signature of CONTRACTOR'S Authorized Official

_____
Name and Title of CONTRACTOR'S Authorized Official

_____
Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Instructions for Certification

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, City of Escalon may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to City of Escalon if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," :"participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact City of Escalon for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by City of Escalon.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.

8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, City of Escalon may pursue available remedies including suspension and/or debarment.

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction"

(1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Date: _____

Signature: _____
Company Name: _____

Title: _____

NON-COLLUSION AFFIDAVIT FOR CONTRACTOR

STATE OF CALIFORNIA

COUNTY OF SAN JOAQUIN

_____ declares and says:

1. That he/she is the (owner, partner, representative, or agent) of _____, hereinafter referred to as (contractor) or (SUBCONTRACTOR).

2. That he/she is fully informed regarding the preparation and contents of this proposal for certain work in the City of Escalon , State of California.

3. That his/her proposal is genuine and is not collusive or a sham proposal.

4. That any of its officers, owners, agents, representatives, employees, or parties in interest, including its this affiliate, has not in any way colluded, conspired, connived or agreed, directly or indirectly, with any other CONTRACTOR, firm, or person to submit a collusive or sham proposal in connection with such contract or to refrain to submitting a proposal in connection with such contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other CONTRACTOR, firm, or person to fix the price or prices in said proposal, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against City or any person interested in the proposed contract; and,

5. That the price or prices quoted in the proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the CONTRACTOR or any of its agents, owners, representatives, employees, or parties in interest, including its affiliate.

I certify (or declare) under penalty of perjury, that the foregoing is true and correct.

Dated this _____ day of _____, 2014, at_____, California.

Signed: _____

Title: _____

CERTIFICATION OF ELIGIBILITY (LABOR STANDARDS)

_____ (Name of CONTRACTOR) hereby certifies that it is not included on the United States Comptroller General's Consolidated List of Persons or Firms currently Debarred for Violations of Various Public Agreements Incorporating Labor Standard Provisions.

SIGNATURE: _____

DATE: _____

TITLE: _____

COMPANY NAME: _____

CERTIFICATION OF PRIMARY PARTICIPANT REGARDING RESPONSIBILITY MATTERS

The Primary Participant: _____(Name of CONTRACTOR) certifies to the best of its knowledge and belief, that it and its principals:

a. Have not within a three year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract under a public transaction; violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

b. Are not presently under indictment for or otherwise criminally or civilly charged by a governmental entity (Federal, state or local) with commission of any of the offenses enumerated in paragraph (a) of this certification; and

c. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, state or local) terminated for default.

If the primary participant is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT, _____ (Name of CONTRACTOR) 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 USC SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature of Authorized Official: _____

Title: _____

The undersigned chief legal counsel (or corporate secretary) 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 Attorney/Secretary: _____

Date: _____

eTrans Rider's Guide

Guía de Información

Fixed Route & Escalon Dial-A-Ride

For more information call
209.541.6645

www.cityofescalon.org

Effective July 6, 2015

How To Use This Guide & Ride the Bus

The map on the reserve side of this guide shows the Dial-A-Ride zone and the intercity routes to Modesto. When using Escalon Dial-A-Ride, call at least 15 minutes in advance (up to 7 days in advance) for pick up from locations within Escalon or to connect to StaRT Riverbank Dial-A-Ride.

All intercity bus stops are shown as triangles on the map. Timepoints (those highlighted on the schedule) are shown with white dots on the map.

Use these easy steps to plan your trips:

1. Use the map to identify the route(s) that connects where you are and where you wish to go.
2. Find the nearest timepoint on the route which is nearest to the bus stop where you wish to board or call (209) 541-6645 to request the bus to come to your door. Passengers may call at least 15 minutes in advance, the same day or up to 7 days in advance to have the bus come to you.
3. Find the schedule for your route (it is shown in a matching color).
4. Find the timepoint on the schedule. Read down to see what time the bus departs from that point. Read across (left to right) to see how the progress along the route.

Bus Stops and Flagging the Bus:

You can catch the bus anywhere along its route or service area by flagging the bus down as it drives by. Pick a safe, visible location and wave your arm as the bus approaches. To get off the bus between designated stops, just ask the bus operator.

All designated stops are marked with a yellow and purple eTrans sign. If the sign is not visible or you are unsure of the location of a bus stop, please call (209) 541-6645 for assistance.

For personal trip planning assistance, call (209) 541-6645 or 511. TDD/TTY users call 711 through the California Relay Service.

511 Sacramento Region Travel Info www.sacregion511.org

Other Transit Operators in the Area

Commute Connection:
(800) 52-SHARE - www.commuteconnection.com
Modesto Area Express (MAX):
(209) 521-1274 - www.modestoareaexpress.com
Modesto Area Dial-A-Ride:
(209) 527-4900 - www.modestoareaexpress.com
San Joaquin RTD:
(800) HOW-TO-RIDE - www.sanjoaquinRTD.com
Stanislaus Regional Transit (StaRT):
(800) 262-1516 - www.srt.org
Ripon Blossom Express:
(209) 253-5327 - www.cityofripon.org

Safe Place:

SAFE PLACE

eTrans buses are "Safe Places". If you are between the ages of 12 and 17 years old and you are in danger, please board an ***eTrans*** bus and ask that you need a Safe Place. Our bus operator will help you obtain assistance from the Women's Center- Youth & Family Services of San Joaquin County. For more information call (800) 769-4337.

SAN JOAQUIN REGIONAL TRANSIT DISTRICT

eTrans is provided by contract with San Joaquin Regional Transit District, and is a service of the City of Escalon.

Welcome Aboard!

Welcome aboard ***eTrans***, the City of Escalon's transit service! ***eTrans*** provides two types of transit services for your convenience. These services include:

■ Escalon Dial-A-Ride service that operates within the City of Escalon with service provided to Riverbank. The bus will actually come to your door!

■ Route 1 to Modesto, which provides a flexible fixed route service between Escalon Park and Ride Lot and Modesto at McHenry & Standiford Avenues, Vintage Faire Mall and to Kaiser Peremente Medical Center on Dale Road where you can connect to Modesto Area Express (MAX), Ripon Blossom Express and Stanislaus Regional Transit (StaRT) buses. We want to thank you for joining us and hope you Enjoy The Ride!

We Want Your Bus Ride to be Perfect!

For comments, concerns, questions or suggestions regarding ***eTrans*** transit services, please contact:
John Andoh, Transit Coordinator
City of Escalon
2060 McHenry Avenue
Escalon, CA 95320
(209) 691-7465
FAX: (209) 691-7439
Email: jandoh@cityofescalon.org

For up to date transit information, visit our website at www.cityofescalon.org or call (209) 541-6645 or 511. TDD/TTY users may call 711 through the California Relay Service.

Transit Service Information

Service Hours:

eTrans operates between 8:12 a.m. and 5:12 p.m. Monday through Friday except on the following holidays: New Years Day, Dr. Martin Luther King Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day.

Bike and Ride:

Bicycles are allowed on board all ***eTrans*** buses.Two bicycles can be stored on the front rack. If the rack is full, the bicycle may be brought inside in the bus at the bus operator's discretion. Riders are responsible for loading and unloading their own bicycles. The City or its contractors are not responsible for lost, stolen or damage bicycles.

Bicycle Lockers:

The City of Escalon manages bicycle lockers at the Escalon Park and Ride Lot located at Main Street and Viking Street. Four locker spaces are available for free. A key deposit is required. If you are interested in renting a locker, please call (209) 691-7465 or email jandoh@cityofescalon.org.

Telephone Numbers:

For personal trip planning assistance, call (209) 541-6645 or 511. TDD/TTY users call 711 through the California Relay Service.

Route Deviations and Dial-A-Ride Information:

To make a reservation, please call us at (209) 541-6645 Monday through Friday between 8:00 a.m. and 5:00 p.m. When the dispatcher is unavailable after hours and weekends, please leave a message. Call at least 15 to 30 minutes in advance for a ride. Should you no longer need a ride, please cancel as soon as possible. The bus operates on a 30-minute window. The bus could show up 15 minutes before to 15 minutes after the time requested. The bus will only wait five minutes before proceeding to the next pick up or drop off. ***eTrans*** is a door-to-door service. This means bus operators will provide assistance to the door of the pick up or drop off location with permission from the passenger.

When making a reservation, please provide us with the following:
■ Your name and telephone number
■ Where you would like to be picked up
■ Where you are going
■ The time you need to arrive at your destination
■ When you would like to return
■ Any special needs or request

Route deviations on Route 1 to Modesto are on a first come, first served, space available basis. A passenger may only request up to two (2) deviations, unless passengers loads are light to warrant more deviations. Each deviation is requires an additional fare and is paid on top of the intercity fare to Modesto or Escalon. Escalon Dial-A-Ride does not charge a route deviation fare. Every time a passenger gets off the bus, the passenger will need to pay the full fare to reboard Escalon Dial-A-Ride for travel to another destination.

Subscription Service:

Available to passengers that have a regular travel pattern that is daily, weekly or monthly. Please call us to sign up for the service. The no-show and late cancel policy applies to this service.

No Shows and Late Cancels:

Prevent No Shows and Late Cancels! Please contact the driver/dispatcher at (209) 541-6645 if you no longer want a route deviation or trip on Escalon Dial-A-Ride. If a passenger receives six no-shows and/or late cancels in a one-year period, they will be subject to a two-week suspension from riding ***eTrans*** transit services. Passengers suspended may appeal the decision of the Transit Coordinator by mailing, faxing or emailing a letter to the Transit Coordinator. Contact information is on the Welcome Aboard panel.

Package Policy:

Space is limited; bring a maximum of five bags and/or packages. Bus operators are allowed to assist only to the door of the pick up or drop off location and cannot provide assistance with bags and/or packages that exceed 10 pounds. Should you lose an item on board an ***eTrans*** bus, please call us at (209) 541-6645. Items will be turned over to the Escalon Police Department. Call (209) 691-7300 with questions. The City and its contractor are not responsible for lost or stolen items.

Mobility Training:

We can teach you how to ride the bus.You will learn how to read a bus schedule, board at a bus stop and utilize features that are on board a bus. Participants will receive a free 10-Ride EZPass for participating in this program. Call (209) 691-7465, or email jandoh@cityofescalon.org for more details.

Emergency Ride Home:

Commute Connection, a program of the San Joaquin Council of Governments provides an emergency ride home program to registered workers who use transit to get to work. To participate, you must live in San Joaquin,Stanislaus or Merced Counties and register with Commute Connection by calling 1-800-52-SHARE or visit www.commuteconnection.com.

ADA Service:

Passengers that are unable to board a fixed route bus or access a fixed route bus stop may apply for certification to use ADA service. ADA certified riders receive priority service on Escalon Dial-A-Ride, deviations on Route 1 to Modesto and coordinated transfers to RTD Dial-A-Ride, Modesto Area Dial-A-Ride, StaRT Shuttles, Runabout or Riverbank Dial-A-Ride for travel beyond Escalon. Please call (209) 691-7465 for more details.

All buses are equipped with passenger lifts for mobility devices and meet ADA requirements. Lifts can only accommodate passengers and mobility devices that do not exceed the capacity of the wheelchair lift.

Rules of the Road

Rules ensure the safety and comfort for all passengers and the bus operator. Please observe the following rules:

- No smoking on buses or transit facilities.
- Eating and drinking are permitted provided that you dispose of your waste from eating or drinking and do not spill on board the bus.
- No standing in front of the white "standee" line while the bus is in motion.
- No unnecessary conversation with the bus operator.
- No abusive, threatening or obscene language on the bus.
- All electronic devices turned on require the use of headphones.
- No hazardous materials or weapons of any kind shall be allowed on board (except oxygen).
- All animals brought on board must be in an approved carrier, except properly documented service animals.
- No signs or advertisements may be placed on board vehicles. To advertise on board buses, contact the City's Transit Coordinator at (209) 691-7465 or email: jandoh@cityofescalon.org.
- No vandalism or graffiti is allowed on buses or transit facilities.
- No illegal activity of any kind shall be tolerated.
- All strollers, scooters, folding carts and large packages must be stowed under the passenger seat.
- Rollerblades and skates are not allowed to be worn on buses.
- Shoes and shirts are required to ride buses.
- No littering on buses or transit facilities.

The above rules are enforced under the California Penal Code Section 640. Violation of the rules may result in the suspension of riders, a $250 fine and/or six months of community service.

Additional Transit Service in Escalon

San Joaquin RTD provides transit services to the City of Escalon as shown below:

General Public Dial-A-Ride (GP-DAR): is a curb-to-curb Dial-A-Ride service for residents and visitors of San Joaquin County. GP-DAR serves the rural areas of San Joaquin County. The service area includes all of the San Joaquin County, including Ripon, Escalon, Thornton, Lockeford and Linden. **Use this service to travel to and from Manteca.** Zones have been established to assure accessibility to basic services such as shopping, public hospitals and connections to Metro *(Stockton Metropolitan Area)* and Intercity fixed routes. GP-DAR provides service Monday through Friday from 5:00 a.m. to 5:30 p.m. and Saturday and Sunday from 7:15 a.m. to 5:00 p.m. Reservations may be made 1 to 7 days in advance. To use this service, call (209) 955-8400 between 8:00 a.m. and 5:00 p.m.

Travel Training: RTD administers grant-funded programs designed to connect senior citizens, low-income residents, and persons with disabilities, with the full range of San Joaquin RTD services. RTD offers services for those individuals residing in rural San Joaquin County who do not have access to transportation services called Rural Travel Training, which are available in Escalon. For more information, please contact RTD by calling (209) 467-6647 or emailing dromero@sanjoaquinRTD.com.

To request this Rider's Guide or other transit information in alternative and/or accessible formats, please call (209) 691-7465 or e-mail transit@cityofescalon.org.

TDD/TTY users may call 711 through the California Relay Service.

Bienvenido a bordo!

Bienvenido a bordo ***eTrans***, la Ciudad de servicio de tránsito de Escalón! eTrans ofrece dos tipos de servicios de transporte para su comodidad. Estos servicios incluyen:

■ Escalon Dial-A-Ride que opera dentro de la Ciudad de Escalón con el servicio prestado a la Ribera. El autobús en realidad vienen a su puerta!

■ Ruta 1 a Modesto, que ofrece un servicio flexible de ruta fija entre el Escalón Park y Ride y Modesto en las avenidas y McHenry Standiford, el centro comercial Vintage Faire y al Hospital Kaiser de Dale Road. donde se puede conectar a Modesto Area Express (MAX), Ripon Blossom Express y Stanislaus Regional Transit (StaRT) autobuses. Queremos darle las gracias por estar con nosotros y espero que disfruten el viaje!

Queremos su viaje en autobús que ser perfecto!

Para comentarios, inquietudes, preguntas o sugerencias con respecto a los servicios de tránsito eTrans, por favor póngase en contacto con:
John Andoh, Coordinador de Tránsito
City of Escalon
2060 McHenry Avenue
Escalon, CA 95320
(209) 691-7465
Fax: (209) 691-7439
email: jandoh@cityofescalon.org

Para obtener información actualizada de tránsito, visite nuestro sitio web o llame al www.cityofescalon.org (209) 541-6645 o 511. TDD / TTY pueden llamar al 711 a través del Servicio de Retransmisión de California.

¿Cómo usar esta guía y Ride the Bus

El mapa en la parte de reserva de esta guía muestra la zona de Dial-A-Ride y las rutas interurbanas a Modesto. Cuando se utiliza Escalon Dial-A-Ride, llame por lo menos 15 minutos de antelación (hasta 7 días de antelación) para recoger de lugares dentro de Escalón, o para conectar con el Riverbank Dial-A-Ride.

? Todas las paradas de autobuses interurbanos se muestran como triángulos en el mapa. Puntos de tiempo (los que se destacan en el programa) se muestran con puntos blancos en el mapa.

Utilice estos pasos para planificar sus viajes:

1. Usa el mapa para identificar la ruta (s) que se conecta? dónde se encuentra y donde quiere ir.
2. Encuentre el más cercano punto de tiempo en la ruta que es? más cercana a la parada de autobús en el que desea subir o? llame al (209) 541-6645 para solicitar el autobús para llegar a? su puerta. Los pasajeros pueden llamar por lo menos 15 minutos en el? adelantado, el mismo día o días hasta 7 por adelantado a? que el autobús venga a ti.
3. Encuentra el calendario de la ruta (que se muestra en un color a juego?).
4. Encontrar el punto de tiempo en el calendario. Lea hacia abajo para? ver a qué hora sale el autobús desde ese punto. Leer? de ancho (de izquierda a derecha) para ver cómo el progreso a lo largo? la ruta.

Las marcas paradas de autobús y el autobús:

Usted puede coger el autobús en cualquier punto de su ruta o área de servicio marcando el autobús a medida que pasa por ahí. Escoja un lugar seguro y visible y agitar el brazo como se acerque el autobús. Para bajar del autobús entre las paradas designadas, simplemente hacer que el conductor del autobús.

Todas las paradas están marcadas con unamarillo y morado ***eTrans*** signo.Si la señal no es visible o está seguro de la ubicación de una parada de autobús, por favor llame al (209) 541-6645 para ayuda.

Reglas de la carretera

Reglas de garantizar la seguridad y comodidad para todos los pasajeros y al conductor del autobús. Por favor, observe las siguientes reglas:

- No se permite fumar en los autobuses o las instalaciones de tránsito.
- Comer y beber son permitidos siempre y cuando se deshaga de los desechos de comer o beber, y no se derrame a bordo del autobús.
- No estar de pie en frente del blanco "pasajeros de pie", mientras que la línea de autobús está en movimiento.
- No hay conversaciones innecesarias con el operador del autobús.
- No hay lenguaje abusivo, amenazador u obsceno en el autobús.
- Todos los dispositivos electrónicos encendido requieren el uso de auriculares.
- No hay materiales peligrosos o armas de cualquier tipo se permite a bordo (con excepción de oxígeno).
- Todos los animales llevados a bordo debe estar en una jaula aprobada, excepto adecuadamente documentado los animales de servicio.
- No hay señales o anuncios pueden ser colocados a bordo de vehículos. Para anunciarse en bordo de los autobuses, comuníquese con el Coordinador de la Ciudad de Tránsito en el (209) 691-7465 o por correo electrónico? jandoh@cityofescalon.org.
- No hay vandalismo o graffiti es permitido en los autobuses o las instalaciones de tránsito.
- No hay actividades ilegales de cualquier tipo que pueden ser tolerados.
- Todos los cochecitos, motos, carritos plegables y envases grandes deberán guardarse bajo el del asiento del pasajero.
- Los patines y los patines no se les permite ser usados en los autobuses.
- Los zapatos y las camisas están obligados a viajar en los autobuses.
- No tirar basura en los autobuses o las instalaciones de tránsito. Las reglas anteriores se aplican bajo la Sección 640 del Código Penal de California. La violación de las reglas puede resultar en la suspensión de los corredores, una. Multa de $ 250 y / o seis meses de servicio a la comunidad.

Servicio de Información de Tránsito

Horario de atención:

eTrans opera entre las 8:12 a.m. y 5:12 p.m. de lunes a viernes, excepto en los siguientes días festivos: Día de Año Nuevo, el Dr. Martin Luther King Jr., Día de los Presidentes, Día de los Caídos, Día de la Independencia, Día del Trabajo, Día de los Veteranos? Acción de Gracias y Navidad.

Bicicleta y paseo:

Las bicicletas son permitidas a bordo de todas las bicicletas ***eTrans*** buses.Two se pueden almacenar en la parrilla frontal. Si el portabicicletas está lleno, la bicicleta se podrá interponer en el interior en el autobús a discreción del operador del autobús. Los viajeros son responsables de cargar y descargar sus propias bicicletas. La ciudad o sus contratistas no son responsables por la pérdida, bicicletas robadas o daños.

Taquillas de bicicletas:

La Ciudad de Escalon gestiona casilleros para bicicletas en el Parque de Escalon y Ride ubicado en la calle principal y la calle de los vikingos. Cuatro espacios vestidores están disponibles de forma gratuita. Un depósito de llaves se requiere. Si usted está interesado en el alquiler de un armario, por favor llame al (209) 691-7465 o por correo electrónico jandoh@cityofescalon.org

Teléfonos:

Para la asistencia personal de planificación de viaje, llame al (209) 541-6645 o 511. TDD / TTY llamar al 711 a través del Servicio de Retransmisión de California.

Las desviaciones de ruta y la información de Dial-A-Ride:

Para hacer una reservación, por favor llámenos al (209) 541-6645 de lunes a viernes entre las 8:00 a.m. y 5:00 p.m. Cuando el despachador no está disponible después de las horas y los fines de semana, por favor deje un mensaje. Llame por lo menos 15 a 30 minutos de anticipación a dar un paseo. En caso de que ya no necesita que lo lleven, por favor cancele lo más pronto posible. El autobús funciona en una ventana de 30 minutos. El autobús podría presentarse 15 minutos antes o 15 minutos después del tiempo solicitado. El autobús sólo va a esperar cinco minutos antes de pasar a la siguiente recoger o dejar. ***eTrans*** es un servicio de puerta a puerta. Esto significa que los operadores de autobuses prestará asistencia a la puerta de la recoger o dejar fuera de lugar con el permiso de los pasajeros.

Al hacer una reservación, por favor indíquenos el siguiente:
■ Su nombre y número de teléfono
■ ¿Dónde te gustaría ser recogidos
■ ¿Dónde se va
■ El tiempo necesario para llegar a su destino
■ Cuando le gustaría volver
■ Cualquier necesidades especiales o solicitudes

Desviaciones de ruta sobre la Ruta 1 a Modesto están en un primer llegado, primer servido, según el espacio disponible. Un pasajero puede solicitar un máximo de 2 desviaciones, a menos que? Las cargas de los pasajeros, son la luz para justificar las desviaciones más. Cada desviación es de $ 1,00 y se paga en la parte superior de la tarifa interurbana de Modesto o Escalon. Escalon Dial-A-Ride no cobra una tarifa de desviación de la ruta. Cada vez que un pasajero se baja del autobús, el pasajero tendrá que pagar la tarifa completa de la subida a bordo Escalon Dial-A-Ride para viajar a otro destino.

Servicio de suscripción:

Disposición de los pasajeros que tengan un patrón de viaje regular que es diario, semanal o mensual. Por favor, llámenos para inscribirse en el servicio. La no presentación y fines de la política de cancelación se aplica a este servicio.

Si no se presenta y las últimas cancelaciones:

Prevenir no arribos y cancela de última hora! Por favor, póngase en contacto con el conductor / despachador (209) 541-6645 si usted ya no desea una desviación de la ruta o un viaje en el Escalon Dial-A-Ride. Si un pasajero recibe seis no se presenta y / o tarde cancela en un período de un año, estarán sujetos a una suspensión de dos semanas de viajar ***eTrans*** servicios de tránsito. Los pasajeros? Suspendidos pueden apelar la decisión del Coordinador de Tránsito por correo, fax o correo electrónico una carta al Coordinador de Tránsito. La información de contacto está en el panel de Bienvenido a bordo.

Paquete de Políticas:

El espacio es limitado; traer un máximo de cinco bolsas o paquetes. Los conductores de autobuses se les permite asistir solamente a la puerta de la camioneta o de caer apagado la localización y no se puede prestar asistencia con bolsas o paquetes que superen los 10 kilos. En caso de pérdida de un elemento a bordo de un autobús eTrans, por favor llámenos al (209) 541 a 6645. Los artículos serán entregados al Departamento de Policía de Escalon. Llame al (209) 691-7300. La ciudad y su contratista no es responsable por artículos perdidos o robados.

Movilidad de Formación:

Nosotros le podemos enseñar a montar el bus.You aprenderá a leer un horario de autobuses, a bordo en una parada de autobús y utilizar funciones que están a bordo de un autobús. Los participantes recibirán de forma gratuita de 10 viajes EZPass por participar en este programa. Llame al (209) 691-7465 para más detalles.

Emergencia viajar a casa:

Conexión de viaje, un programa del Consejo de Gobiernos de San Joaquín ofrece un programa de viaje de emergencia a su casa a los trabajadores registrados que utilizan el transporte para ir a trabajar. Para participar, usted debe vivir en San Joaquín, Stanislaus y Merced registrarse con conexión conmutar llamando al 1-800-52-SHARE o visite www.commuteconnection.com.

ADA de servicio:

Los pasajeros que no pueden subir a un autobús de ruta fija o tener acceso a una ruta fija parada de autobús puede solicitar la certificación para utilizar el servicio ADA. Pasajeros certificados de ADA recibir un servicio prioritario en Escalon Dial-A-Ride, las desviaciones en la ruta 1 a Modesto y transferencias coordinadas para RTD Dial-A-Ride, Modesto Area Dial-A-Ride, StaRT Runabout, Shuttle y Riverbank Dial-Aride para viajar más allá de Escalon.

Por favor llame al (209) 691-7465 para más detalles.

Todos los autobuses están equipados con ascensores de pasajeros para los dispositivos de movilidad y cumplen con los requisitos de la ADA. Montacargas sólo pueden acomodar a los pasajeros y dispositivos de movilidad que no excedan la capacidad del elevador de silla de ruedas.

Servicio de Tránsito adicional en la Escalón

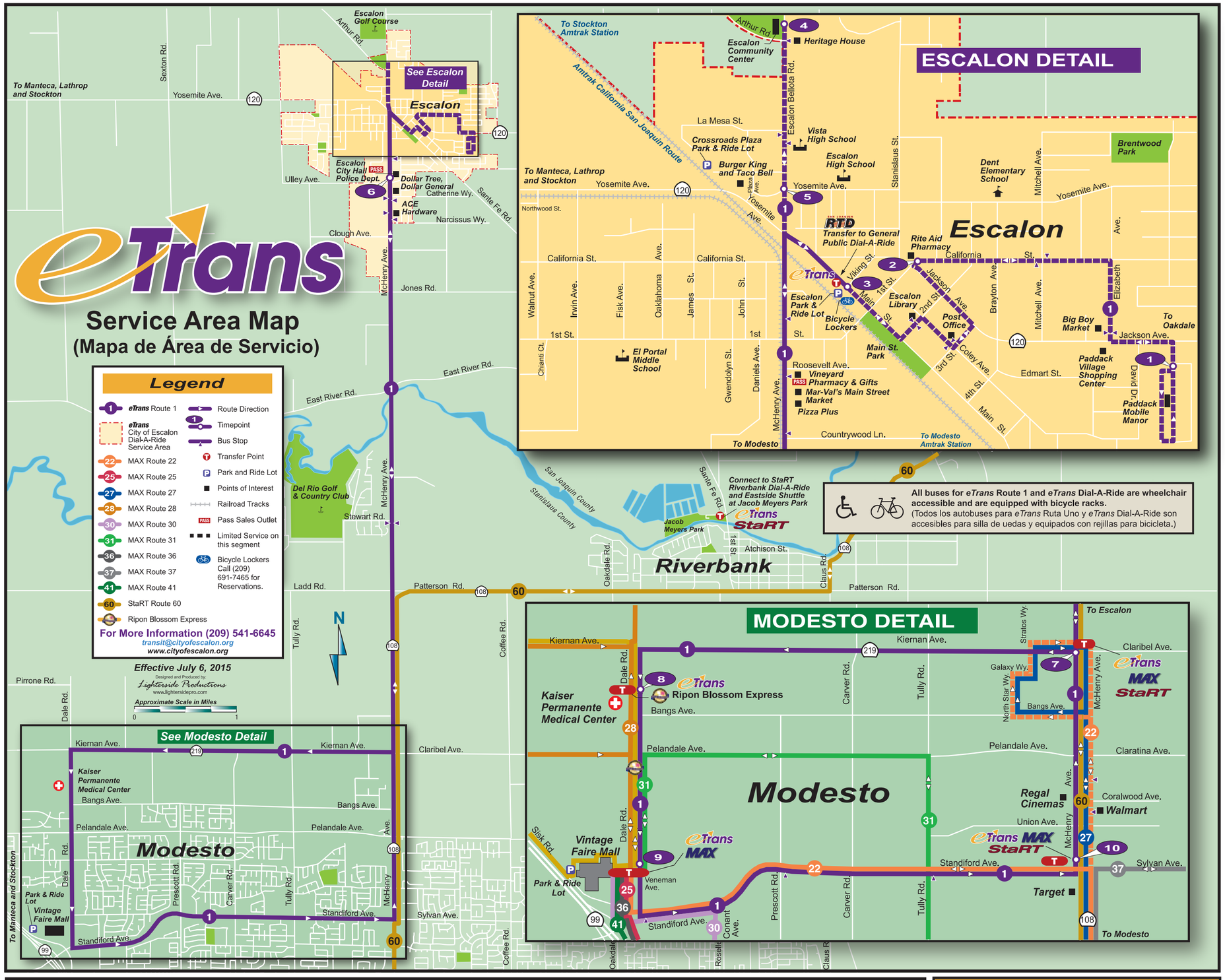
San Joaquín RTD ofrece servicios de tránsito a la Ciudad de Escalón, como se muestra a continuación:

Público en general de Dial-A-Ride (GP-DAR): es una acera a acera de Dial-A-Ride para los residentes y visitantes del Condado de San Joaquín. GP-DAR sirve a las zonas rurales del Condado de San Joaquín. El área de servicio incluye todo el Condado de San Joaquín, incluyendo Ripon, Escalon, Thornton, Lockeford y Linden. **Utilice este servicio para viajar desde y hacia Manteca.** Las zonas se han establecido para asegurar la accesibilidad a los servicios básicos, tales como centros comerciales, hospitales públicos y las conexiones con Metro (Stockton Area Metropolitana) y las rutas interurbanas fijos. GP-DAR ofrece servicio de lunes a viernes de 5:00 a.m. a 5:30 p.m. y los sábados y domingos de 7:15 a.m. a 5:00 p.m. Reservaciones se pueden hacer de 1 a 7 días de antelación. Para utilizar este servicio, llame al (209) 955-8400 entre las 8:00 a.m. y 5:00 p.m.

Para solicitar este Riders Guide o información de otro tránsito en formatos alternativos accesibles, por favor llame al (209) 691-7465 o por correo electrónico transit@cityofescalon.org. TDD / TTY pueden llamar al 711 a través del Servicio de Retransmisión de California.

Título VI Aviso

En cumplimiento con los Departamento de Transporte de las regulaciones del Título VI (49 CFR parte 21), la Ciudad de Escalón opera programas sin distinción de raza, color y origen nacional. Póngase en contacto con la Ciudad de Escalon de tránsito en 2060 McHenry Avenue., Escalon, CA 95320, (209) 691-7465, o por correo electrónico. Transit@cityofescalon.org para solicitar información adicional con respecto a la Ciudad de las obligaciones de no discriminación de la Escalon. Cualquier persona que se cree o cualquier clase específica de las personas a ser objeto de discriminación prohibida por el Título VI de mayo por él mismo o por un representante de archivo de una queja por escrito con la ciudad de Escalón o con la Administración Federal de Tránsito (FTA) Oficina de Derechos Civiles, Atención: Coordinador del Programa de Título VI, Edificio Este - 5th Planta TCR, 1200 New Jersey Avenue SE, Washington, DC 20590. Una queja debe ser presentada a más tardar 180 días después de la fecha de la supuesta discriminación, a menos que el plazo de presentación se ha prorrogado por acuerdo de libre comercio.



Fare Information (Fares effective June 18th, 2012)

Local Fares (Within Escalon and to Riverbank)

Fare Category	Adult (18-64)	Student (5-17) or College Student with ID.	Seniors (65 & Older), Persons with Disabilities & Medicare Card Holders
One Way Fare	$ 1.50	$ 1.50	$ .75
Route 1 Upgrade from Local Fare *(with Transfer, EZ DayPass, 31-Day EZPass & 10-Ride EZPass)*	$ 1.50	$ 1.50	No Charge
EZ DayPass *(Unlimited rides on the day issued – Day Passes purchase from bus operator)*	$ 4.00	$ 4.00	$ 2.00
10-Ride EZPass *(Good for 10 uses anytime)*	$14.00	$12.00	$ 7.00
31-Day EZPass *(Unlimited rides for 31 days from first day of use)*	$65.00	$40.00	$35.00

Intercity Fares (Between Escalon & Modesto and Outside Escalon)

Fare Category	Adult (18-64)	Student (5-17) or College Student with ID.	Seniors (65 & Older), Persons with Disabilities & Medicare Card Holders
One Way Fare	$ 3.00	$ 3.00	$ 1.50
Route 1 Deviations *(within 3/4 mile radius of route)*	+ $ 1.00	+ $ 1.00	+ $ 1.00
EZ DayPass *(Unlimited rides on the day issued – Day Passes purchase from bus operator)*	$ 6.00	$ 6.00	$ 2.00
10-Ride EZPass *(Good for 10 uses anytime)*	$30.00	$30.00	$ 7.00
31-Day EZPass *(Unlimited rides for 31 days from first day of use)*	$75.00	$75.00	$35.00
Stanislaus County Transfers to MAX, StaRT, and Modesto Area Dial-A-Ride	+ .25	+ .25	+ .25

eTrans accepts cash, check or prepaid fares. EZPasses may be purchased at Vineyard Pharmacy and Gifts, 1901 McHenry Avenue, Suite 202, Escalon and Escalon City Hall Finance Department, 2060 McHenry Avenue, Escalon or through the mail by submitting a check or money order to City of Escalon, EZPasses, 2060 McHenry Avenue, Escalon, CA 95320. Bus passes may also be purchased on the bus.

Bus Operators do not make change, so please have exact fare. Fares paid are for a one-way trip only – no round trip fares are allowed.

Up to three children under age 5 ride free with a farepaying passenger age 16 years old or older. Personal care attendants (PCA) may ride free with a passenger who has a disability as defined in the Americans With Disabilities Act.

San Joaquin RTD Senior and Persons with Disabilities Discount Card and Medicare Cards with photo ID are accepted for senior and persons with disabilities fares. For more information to obtain an RTD Discount Card call RTD at 1-800-HOW-TO-RIDE.

Transfers:

Transfers between ***eTrans*** routes and services are free and valid for one-way travel and must be redeemed on the next available bus. ***eTrans*** accepts transfers from Modesto Area Express (MAX), Modesto Area Dial-A-Ride and Stanislaus Regional Transit (StaRT) for a local fare credit off ***eTrans*** fare. Transfers are only accepted at locations where ***eTrans*** and the other transit operators meet.

Informacion de Tarifas (Taifas Efectivo Junio 18th, 2012)

eTrans acepta dinero en efectivo, cheque o tarifas de prepago. Los pases de EZ se puede comprar en la farmacia de la Viña y regalos, 1901 McHenry Avenue, Suite 202, Escalon Escalon y el Ayuntamiento el Departamento de Finanzas, 2060 McHenry Avenue, Escalon o por correo enviando un cheque o giro postal a la ciudad de Escalón, Pases de autobús, 2060 McHenry Avenue, Escalon, CA 95320. Los pases de autobús también se pueden comprar en el autobús.

Los operadores de autobuses no dan cambio, así que por favor tenga la tarifa exacta. Las tarifas se pagan por un viaje de un solo sentido - no hay tarifas de ida y vuelta se les permite. Máximo tres niños menores de 5 años viajan gratis con una edad de pasajeros farepaying 16 años de edad o más. Asistentes de cuidado personal (PCA) puede viajar gratis con un pasajero que tiene una discapacidad tal como se define en la Ley de Estadounidenses con Discapacidades. San Joaquín RTD mayores y personas con discapacidad y la tarjeta de descuento de Medicare con las tarjetas de identificación con foto son aceptados para mayores y personas con discapacidades tarifas. Para obtener más información para obtener una Tarjeta de descuento de llamadas RTD al 1-800-HOW-TO-RIDE.

Transferencias:

Las transferencias entre las rutas ***eTrans*** y servicios son gratuitos y válido para un viaje de ida y deben canjearse en el autobús disponible. ***eTrans*** acepta transferencias de Modesto Area Express (MAX), Modesto Area Dial-A-Ride y Stanislaus Regional Transit (StaRT) para un descuento de tarifa eTrans. Las transferencias sólo se aceptan en los lugares donde ***eTrans*** y los otros operadores de tránsito se encuentran.

eTrans Route 1 Schedule - Escalon to Modesto to Escalon (Monday - Friday Only)

To Modesto - Southbound

Paddack Mobile Home Park (Depart)	California Ave. & Jackson Ave. (Rite Aid Pharmacy)	Downtown Park & Ride Lot Main St. at Viking St.	Escalon Community Center at Escalon Bellota Rd.	Escalon Bellota Rd. & Yosemite Ave. near Crossroads Plaza	McHenry Ave. & Uilery Ave. (across Escalon City Hall)	Kiernan Ave. & McHenry Ave.	Kaiser Permanente Medical Center at Dale Rd. & Bangs Ave.	Vintage Faire Mall at Dale Rd. & Veneman Ave. (Arrive)
1	2	3	4	5	6	7	8	9
8:12	8:17	8:20	8:22	8:23	8:25	8:34	8:42	8:45
Escalon Dial-A-Ride Service between 9:12 a.m. to 11:32 a.m. and 12:32 p.m. to 1:12 p.m. - Call 209.541.6645 for a ride.								
1:12	1:17	1:20	1:22	1:23	1:25	1:34	1:42	1:45
Escalon Dial-A-Ride Service between 2:12 p.m. to 3:32 p.m. - Call 209.541.6645 for a ride.								
4:12	4:17	4:20	4:22	4:23	4:25	4:34	4:42	4:45

To Escalon - Northbound

Vintage Faire Mall at Dale Rd. & Veneman Ave. (Depart)	McHenry Ave. & Sylvan Ave.	McHenry Ave. & Kiernan Ave.	McHenry Ave. (Escalon City Hall)	Escalon Bellota Rd. & Yosemite Ave. near Crossroads Plaza	Escalon Community Center at Escalon Bellota Rd.	Downtown Park & Ride Lot Main St. at Viking St.	California Ave. & Jackson Ave. (Rite Aid Pharmacy)	Paddack Mobile Home Park (Arrive)
9	10	7	6	5	4	3	2	1
8:45	8:55	8:59	9:08	9:09	Upon Request	9:12	Upon Request	Upon Request
Escalon Dial-A-Ride Service between 9:12 a.m. to 11:32 p.m. and 12:32 p.m. to 1:12 p.m. - Call 209.541.6645 for a ride.								
1:45	1:55	1:59	2:08	2:09	Upon Request	2:12	Upon Request	Upon Request
Escalon Dial-A-Ride Service between 2:12 p.m. to 3:32 p.m. - Call 209.541.6645 for a ride.								
4:45	4:55	4:59	5:08	5:09	Upon Request	5:12	Upon Request	Upon Request

eTrans Dial-A-Ride (Monday - Friday Only)

General public door-to-door Dial-A-Ride service that includes the entire city limits of Escalon with service to Jacob Myers Park in Riverbank.

Monday through Friday Service Hours:
9:12 a.m. to 11:32 a.m. and 12:32 p.m. to 1:12 p.m. and 2:12 p.m. to 3:32 p.m.

Please make reservations at least 15 minutes in advance. If you need to cancel your trip, call us as soon as possible. You can make a trip reservation or cancel a trip by calling (209) 541-6645 or 511. Reservations can be made Monday through Friday from 8:00 a.m. to 5:00 p.m.

Connections to StaRT Eastside Shuttle and Riverbank Dial-A-Ride are possible by asking the bus operator or asking the dispatcher when making your reservation.

When dial-a-ride service is not available, please use Route 1 and request a route deviation for destinations within the City of Escalon only.

No Saturday, Sunday or Holiday service.

eTrans Dial-A-Ride (lunes - viernes solamente)

El público en general de puerta a puerta de Dial-A-Ride, que incluye los límites de toda la ciudad de Escalon con el servicio a Jacob Myers Park en Riverbank.

De lunes a viernes Horario de atención:
9:12 a.m. to 11:32 a.m. and 12:32 p.m. to 1:12 p.m. and 2:12 p.m. to 3:32 p.m.

Por favor, haga reservaciones por lo menos 15 minutos de antelación. Si necesita cancelar su viaje, llámenos tan pronto como sea posible. Usted puede hacer una reserva del viaje o cancelar un viaje llamando al (209) 541-6645 o 511. Las reservas pueden hacerse de lunes a viernes de 8:00 am a 5:00 pm

Las conexiones a StaRT Riverbank Dial-A-Ride y Eastside Shuttle es posible pedir al conductor del autobús o pedir a la operadora al hacer su reservación.

Cuando Dial-A-Ride no está disponible, por favor, utilice la ruta 1 y solicitar una desviación de la ruta para los destinos dentro de la Ciudad de Escalon solamente.

No hay servicio los sábados, domingos o vacaciones.

eTrans Stop 3 Transfers to Other Routes -

To Manteca & Stockton Transfer to RTD Call (209) 955-8400 to schedule a pick up on GPDAR.

eTrans Stop 7 Transfers to Other Routes -

To Downtown Modesto Transfer to MAX 27 at: 8:55 a.m., 1:55 p.m., 4:55 p.m.

To Downtown Modesto Transfer to StaRT 60 at: 1:49 p.m.

To Riverbank & Oakdale Transfer to StaRT 60 at: 8:35 a.m., 1:41 p.m., 4:56 p.m.

eTrans Stop 8 Transfers to Other Routes -

To Ripon, transfer to Blossom Express, on Tuesdays and Thursdays at 9:53 a.m. and at 1:43 p.m.

eTrans Stop 9 Transfers to Other Routes -

To Downtown Modesto Transfer to MAX 41 at: 8:57 a.m., 1:57 p.m., 4:57 p.m. or to MA X 22 at:8:55 a.m., 1:55 p.m., 4:55 p.m.

To the Modesto Amtrak Station Transfer to MAX 25 at 9:06 a.m., 2:06 p.m., 5:06 p.m.

To Modesto Junior College East Transfer to MAX 30 at: 8:56 a.m., 9:26 a.m., 9:56 a.m., 1:56 p.m., 2:26 p.m., 4:56 p.m.

eTrans Stop 9 Transfers to Other Routes (continued) -

To Carpenter Rd. & Downtown Modesto Transfer to MAX 36 at: 9:35 a.m., 2:35 p.m., 5:35 p.m.

eTrans Stop 10 Transfers to Other Routes -

To McHenry Ave & Downtown Modesto Transfer to MAX 22 at: 9:12 a.m., 2:12 p.m., 5:12 p.m.

To East Modesto Transfer to MAX 37 at: 9:05 a.m., 2:05 p.m., 5:05 p.m.

To McHenry Ave & Downtown Transfer to StaRT 60 at: 9:53 a.m., 3:09 p.m., 5:37 p.m.

To Riverbank & Oakdale Transfer to StaRT 60 at: 9:47 a.m., 2:53 p.m., 6:06 p.m.

Title VI Notice

In compliance with U.S. Department of Transportation Title VI regulations (49 CFR part 21), the City of Escalon operates programs without regard to race, color, and national origin. Contact the City of Escalon Transit at 2060 McHenry Avenue, Escalon, CA 95320, (209) 691-7465, or email: transit@cityofescalon.org to request additional information regarding City of Escalon's nondiscrimination obligations. Any person who believes himself or any specific class of persons to be subjected to discrimination prohibited by Title VI may by himself or by a representative file a written complaint with the City of Escalon or with the Federal Transit Administration (FTA) Office of Civil Rights, Attention: Title VI Program Coordinator, East Building – 5th Floor TCR, 1200 New Jersey Avenue SE, Washington, DC 20590. A complaint must be filed no later than 180 days after the date of the alleged discrimination, unless the time for filing is extended by FTA.