



**Siskiyou County**  
**Department of General Services**  
190 Greenhorn Road  
Yreka, California 96097  
Phone: (530) 842-8220

---

# Request for Proposals

## Zero-Emission Bus Analysis and Rollout Plan for Siskiyou Transit and General Express

---

Released September 9, 2022

Inquiries: Questions regarding this  
Solicitation should be  
directed to:

Angela Adkison  
[aadkison@co.siskiyou.ca](mailto:aadkison@co.siskiyou.ca)  
530-842-8226

Submittals: Proposals must be  
received by mail  
No Later than 3:00 p.m.  
October 28, 2022

## Table of Contents

I.	Project Summary and Description .....	3
II.	Scope of Work/Services .....	4
III.	Budget.....	7
IV.	Contact.....	8
V.	Project Timetable .....	8
VI.	General Conditions.....	9
VII.	Proposal Evaluation and Selection .....	14
VIII.	Payment Schedule nd Invoicing .....	15
	Attachment A – Sample Contract .....	16

## **Request for Proposals**

# **Zero-Emission Bus Analysis and Rollout Plan for Siskiyou Transit and General Express**

## **I. Project Summary and Description**

The Siskiyou County Department of General Services is soliciting proposals from consulting firms with qualifications and experience necessary to develop a complete Zero-Emission Bus Rollout Plan for Siskiyou Transit and General Express (STAGE) to comply with the California Air Resources Board (CARB) Innovative Clean Transit (ICT) regulation specific to small transit agencies.

The ICT regulation was adopted in December 2018 and requires all public transit agencies to gradually transition to a 100 percent zero-emission bus (ZEB) fleet. Beginning in 2029, 100% of new purchases by transit agencies must be ZEBs, with a goal for full transition by 2040. A ZEB Rollout Plan from each transit agency, approved by its Board, is required to show how it is planning to achieve a full transition to zero-emission technologies by 2040. Small transit agencies – including Siskiyou Transit and General Express – must submit their Rollout Plan by July 1, 2023.

The purpose of this project is to assist STAGE in implementing the ICT regulation by performing fleet, facilities, and operational analysis and creating a detailed plan to assist STAGE in reaching a zero-emission bus fleet.

### **Siskiyou Transit and General Express**

Siskiyou Transit and General Express (STAGE) was established in 1981. STAGE is a public transit service that is operated by the Siskiyou County Department of General Services. STAGE is the sole provider of public transportation for the Siskiyou County California area located in Northern California bordering Oregon to the north and Shasta County to the South.

STAGE is responsible for providing fixed route bus transportation service along the Interstate 5, including the towns and cities of Hornbrook, Yreka, Mt. Shasta, Weed, McCloud, Dunsmuir and Montague. Additionally, STAGE operates in the Scott Valley corridor, North Valley corridor, and the Lake Shastina area.

STAGE has one administration facility and one maintenance facility located in the City of Yreka. STAGE has three bus parking stations located at the Mt. Shasta City yard, and Fort Jones City yard. There are 5 routes serving the largely-rural and sparsely-

populated, mountainous area, with small towns and cities separated by long travel distances. Route frequency averages out to about every 60 minutes, with some routes operating every 2 hours. Our current service hours are between 6:05 am to 9:25 pm, Monday through Friday. STAGE also assists persons with disabilities in fulfilling their transportation needs pursuant to the requirements of the Americans with Disabilities Act of 1990.

## **II. Scope of Work/Services**

Siskiyou County Department of General Services seeks to conduct a system-wide analysis comparing STAGE's current fleet of buses to zero-emission buses (ZEBs) in response to the California Air Resources Board (CARB) Innovative Clean Transit (ICT) Regulation, which mandates the full conversion of bus fleets to zero-emission by 2040. The study will develop and provide a Zero Emission Bus Rollout Plan for fixed-route revenue fleet conversion by 2040 (with associated infrastructure and operating plan), as mandated by CARB. This Plan is required to be adopted by the transit agency and submitted to CARB by July 1, 2023.

The study findings will support this plan by identifying a comprehensive and sustainable plan for CTA that complies with the regulation. The analysis will consider the operational and financial impacts of a full fleet conversion; examine the difference in the capital and operating costs of new battery electric or hydrogen-powered bus technology versus a fossil-fuel powered bus, the capital cost of associated ZEB infrastructure, the capital cost of rehabilitation or purchase of interim non-ZEB vehicles and infrastructure, and the overall operating cost impacts. Operating cost impacts should consider an exhaustive list of affected items including labor, employee training, fuel and maintenance costs, and the impacts on revenue streams and farebox recovery ratio. Of special significance is the need for a rigorous analysis of fleet scheduling/operations with the various range limitations of ZEB buses. Additionally, the financial analysis will consider lifetime/lifecycle costs, payback periods, net present values (NPV), and time sensitivity.

It is expected the consultant will provide more detail and unique approach to the following tasks. The consultant may propose a variation of the following scope of work or recommend alternative approaches based on expertise and experience. If an alternative scope of work or approach to tasks are proposed, please explain how it will more effectively or efficiently achieve the desired outcome and product.

Task 1. Project Initiation, Steering Committee Meetings, and Coordination

The Consultant's proposal will include a task for project management and coordination. This task will include a Kick-off meeting to be held with STAGE staff to identify any critical issues as background to the project. The Consultant Team will further refine project goals and objectives, timeline for the project, and study components.

This task should also include project management meetings to be held frequently throughout the project. As determined by the project management team and consultant, meetings and other communications during the project may utilize teleconferencing and webinar formats. The Consultant will be expected to work closely with the local project management team, who will help to guide the project. STAGE will be primarily responsible for contract administration.

A Steering Committee should be developed that includes representatives from other agencies or businesses who will be key in implementation of the rollout plan. This may include representatives from Caltrans, Pacific Power and other potential partners such as the local school districts who may be able to combine resources to install and operate the required charging/refueling infrastructure. The consultant should budget for multiple Steering Committee meetings to be held at key points in the process.

The Consultant will identify existing operational conditions and probable future needs a ZEB fleet will be required to meet, including:

- A high-level review of alternative current zero emission bus technology, i.e. hydrogen fuel cell vs battery electric
- An Inventory and evaluation of basic details of existing fleet, including number of buses, current routes and schedules of operations.
- An analysis of current costs of fleet operations, including maintenance costs, fuel costs, bus replacement frequency, and other factors.
- Identification of any existing plans for future changes in fleet service

Consultant will evaluate existing plans, including the Short Range Transit Plan, and build from those documents.

#### **Task 1 Deliverables:**

- Meeting agendas, minutes, and other meeting materials
- Existing conditions report

#### **Task 2. Financial Analysis**

Consultant will develop a detailed capital and operating financial analysis comparing the purchase of zero-emission buses to the purchase of existing buses from several perspectives. From a capital perspective, the primary categories of costs are the initial purchase price, lifetime (through 2040) and operational costs, and replacement of the electric and/or hydrogen fleet vehicle. The initial purchase price of the zero-emission vehicle will be all-inclusive, including recharging infrastructure, manuals, vehicle logic units, security cameras, automatic passenger counters, fare collection equipment, CAD/AVL systems, and any training that is required. The lifetime cost will include vehicle replacement parts, battery lifecycle, and replacement needs. The operational costs include the cost of fuel (electricity versus diesel/gasoline) and vehicle maintenance.

An operational cost analysis will be performed that will compare the current operating costs of the existing service offering against the projected operating costs for ZEB of the same service offering. An exhaustive list of costs will be considered including operating staff differences and impacts to route schedules from the use of zero-emission vehicles.

Using identified current and historic price trends for electricity, hydrogen and zero-emission bus costs, the Consultant will provide a transition scenario that adopts varying approaches in cost assumptions associated with estimated projections. The scenario will include cost projections/differentials for current costs, costs factoring conservative inflation, and costs factoring aggressive inflation. Funding sources and methods must be included as well to ensure STAGE has the ability to implement the various scenarios.

#### **Task 2 Deliverables:**

- Meeting agendas, minutes, and other meeting materials
- Operational cost analysis comparing existing service with ZEB fleet

#### **Task 3. ZEB Plan Development**

With consideration of CARB incentive schedule, Consultant will provide an analysis on implementation requirements for complete fleet conversion to zero-emission, including identification of infrastructure improvement needs, confirmation of feasibility of infrastructure improvements and placement, and development of a phasing plan for infrastructure improvements, vehicle procurement, and purchasing of ZEBs to meet ZEB regulation deadlines. Phasing plans will include costs associated with capital and operations as well as potential funding sources. ZEB potential will be analyzed on a route-by-route basis, determining the number of busses, bus size, and battery size and/or hydrogen fuel cell size for operational requirements of each route. In addition, an

assessment of potential infrastructure changes and charging plans will be prepared including:

- Number, size and type of chargers and/or hydrogen fuel tanks required to meet ZEB fleet demand
- Estimate number of charging and/or refueling stations required at the operational facility and optimal configuration for minimizing costs and maximizing efficiency
- Estimate number of charging and/or refueling stations required along existing routes (based on charging needs that are not met by operational facility charging infrastructure).
- Charger/refueling location optimization (operational facility vs. en-route; take into consideration multi-modal opportunities, available public lands, route schedules and times, travel distance requirements, etc.)
- Input from Pacific Power regarding available electrical infrastructure, potential electrical infrastructure requirements and support, potential grid impacts, and potential costs to STAGE for grid improvements

Consultant will prepare a draft report to document the assumptions, methodologies, modeling results, analyses, designs, cost estimates, findings, and conclusions of the ZEB transition. Critical to this report is showing a clear rationale for selecting a recommended ZEB mode, a summary of associated operating and capital costs for transitioning to this ZEB mode, funding sources and methods to adequately finance the transition, and a timeline of key activities to be completed to meet the CARB ZEB regulation by 2040.

Consultant will prepare a final technical report that incorporates revisions to the draft in response to STAGE staff comments. Consultant will also provide STAGE with a presentation of the ZEB Plan and present this to the Siskiyou County Board of Supervisors for their approval.

### **Task 3 Deliverables:**

- Meeting agendas, minutes, and other meeting materials
- ZEB conversion analysis
- Draft report
- Final ZEB Rollout Plan

## **III. Budget**

The consultant will be paid for its actual time and expenses up to the amount provided for each task in the final project budget. Billing rates should be guaranteed for the life of the contract. STAGE shall approve all interim work products before payment.

#### **IV. Contact**

All questions should be submitted via email and must be received by Close of Business of October 21, 2022. Answers to questions or RFP Addendums will be posted on the RFP page of the Siskiyou County website at <https://www.co.siskiyou.ca.us/rfps>.

Questions should be directed to: Angela Adkison  
[aadkison@co.siskiyou.ca.us](mailto:aadkison@co.siskiyou.ca.us)

#### **V. Project Timetable**

September 9, 2022	Issue Request for Proposals
October 21, 2022	Questions Due
October 28, 2022	Closing date for receipt of proposals
November 2, 2022	Conduct interviews, if required
November 4, 2022	STAGE Meeting, Contract award
November 11, 2022	Kick-off meeting, project begin
April 30, 2023	Project Completion

Proposals must be received by mail no later than **3:00 p.m. on October 28, 2022** to:

Siskiyou Transit & General Express  
190 Greenhorn Road  
Yreka, CA 96097

Proposals must be submitted by mail with the subject titled “**Proposal for Zeb Analysis and Rollout Plan.**” STAGE will not be liable or responsible for any late delivery of proposals. Until award of the contract, the proposals shall be held in confidence and shall not be available for public review. Upon award of a contract to the successful proposer, all proposals shall be public records. No proposal shall be returned after the date and time set for opening thereof.

By submitting a proposal, the proposer certifies that his or her name does not appear on the Controller General’s list of ineligible contractors for federally assisted projects.



## **VI. General Conditions**

### **A. Limitations**

This Request for Proposal (RFP) does not commit STAGE to award a contract, to pay any costs incurred in the preparation of the proposal in response to this request, or to procure or contract for services or supplies. STAGE expressly reserves the right to reject any and all proposals or to waive any irregularity or information in any proposal or in the RFP procedure and to be the sole judge of the responsibility of any proposer and of the suitability of the materials and/or services to be rendered. STAGE reserves the right to withdraw this RFP at any time without prior notice. Further, the STAGE reserves the right to modify the RFP schedule described above.

### **B. Award**

STAGE may ask RFP finalists to provide oral presentations regarding their firm and any special expertise in the necessary areas. All finalists may be required to participate in negotiations and submit such price, technical, or other revisions of their proposals as may result from negotiations. STAGE also reserves the right to award the contract without discussion, based upon the initial proposals.

STAGE reserves the right to waive any irregularity or informality in any proposal or in the RFP process, if, in the judgment of STAGE, such action will not negate fair competition and will permit proper comparative evaluation of the proposal submitted.

STAGE reserves the right to award the contract to the firm who presents the proposal which, in the judgment of STAGE, best accomplishes the desired results.

### **C. RFP Addendum**

Any changes to the RFP requirements will be made by written addenda by the STAGE and shall be considered part of the RFP. Upon issuance, such addenda shall be incorporated in the RFP documents, and shall prevail over inconsistent provisions of earlier issued documentation.

The proposer shall be solely responsible for examining, with appropriate care, the RFP, including any addenda issued during the proposal period. The proposer shall also be responsible for informing itself with respect to any and all conditions that may in any way affect the amount or nature of the proposal or the performance of the work in the event the proposer is selected. Failure of the proposer to examine and inform itself in this manner shall be at the proposer's own risk and no relief for error or omission shall be given.

**D. Verbal Agreement or Conversation**

No prior, current, or post award verbal conversations or agreement(s) with any officer, agent, or employee of STAGE shall affect or modify any terms or obligations of the RFP, or any contract resulting from this RFP.

**E. Pre-contractual Expense**

Pre-contractual expenses are defined as expenses incurred by proposers and selected contractor in:

- 1) Preparing proposals in response to this RFP.
- 2) Submitting proposals to STAGE.
- 3) Negotiations with STAGE on any matter related to proposals.
- 4) Other expenses incurred by a contractor or proposer prior to the date of award of any agreement.

In any event, STAGE shall not be liable for any pre-contractual expenses incurred by any proposer or selected contractor. Proposers shall not include any such expenses as part of the price proposed in response to this RFP. STAGE shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

**F. Signature**

The proposal will also provide the following information: name, title, address, and telephone number of individual with authority to bind the company and also who may be contacted during the period of proposal evaluation. The proposal shall be signed by an official authorized to bind the consultant and shall contain a statement to the effect that the proposal is a firm offer for at least a sixty (60) day period. Execution of the contract is expected by November 11, 2022.

**G. Term**

This contract shall go into effect when signed by both parties, and the CONTRACTOR shall commence work after notification to proceed by STAGE's Contract Manager. All work shall be completed, and the contract shall end on April 30, 2023 ("the termination date"), unless extended by contract amendment.

**H. Fiscal Out Clause**

The Agreement may be terminated at any time, without further liability other than payment incurred during such fiscal year, should funds not be appropriated by its governing body to continue services for which the agreement was intended.

I. Insurance

The successful firm shall provide evidence of the following insurance requirements: General liability insurance in an amount not less than \$1,000,000 naming the STAGE as an additional insured.

J. Contract Arrangements

The proposer's firm is expected to execute a contract similar to STAGE's Professional Services Contract, a sample of which is included as Attachment A. This sample contract is for reference to the anticipated terms and conditions governing STAGE and the successful proposer. STAGE reserves the right, in its sole discretion, to add, delete, or modify or negotiate additional terms and conditions to the attached contract.

1) Disadvantaged Business Enterprise (DBE) Policy: It is the policy of the U.S. Department of Transportation that minority-and women-owned business enterprises (hereby referred to as DBE's) as defined in 49 CFR Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. DBE certified consultants are encouraged to submit proposals. STAGE will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR, Part 26 on the basis of race, color, sex, or national origin.

2) DBE Obligation: The recipient or its contractor agrees to ensure that DBE's have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that DBE's have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

3) Title VI of the Civil Rights Act of 1964: The contractor agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (49 USC 2000d) and the regulations of the U.S. Department of Transportation issued thereunder in 49 CFR Part 21.

4) Equal Employment Opportunity: In connection with the performance of the contract, the contractor shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex, or national origin. 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.

#### **K. Conflict of Interest**

Firms submitting proposals in response to this RFP must disclose to STAGE any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided under Agreement for consulting services to be awarded pursuant to this RFP. If this firm has no conflict of interest, a statement to that effect shall be included in the proposal.

#### **L. Proposal Format**

Proposals should be limited to specific discussion 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.

The organization of the proposal should follow the general outline below. Each proposal should consist of a technical proposal (items 1-5 below) and a cost proposal (item 6).

##### **1) Submittal Letter**

The submittal letter should include the name, title, address, phone number, and original signature of an individual with authority to negotiate on behalf of and to contractually bind the consultant(s) firm, and who may be contacted during the period of proposal evaluation.

##### **2) Introduction**

A brief description of the proposer's firm, including the year the firm was established, type of organization of firm (partnership, corporation, etc.), and annual gross receipts of the firm. Please include a statement of the firm's qualifications for performing the subject consulting services. Include a brief description of the firm's recent experience in performing similar services for other agencies or companies.

The proposal must also include discussion of the consultant's affirmative action policy, use of DBE's in the performance of this work, and disclosure of any actual, apparent, or potential conflicts of interest.

##### **3) Technical Approach**

Technical approach should include:

- a) Demonstration of understanding of the project.
- b) Scope of work: Present the approach with deliverables (See Section II). Include method of communication with STAGE and local agency project managers.
- c) Schedule: Project schedule with milestones and proposed products/deliverables. Include a chart with start and end months.

#### **4) Project Management and Personnel**

The proposer must prepare an explanation of the project management system and practices to be used to assure that the required proposed services are completed timely and that the quality of the products will meet STAGE's requirements.

Include the name and qualifications of all professional personnel to be employed, a resume for each professional (included in an appendix), and what tasks each professional will perform.

A project manager must be designated, and an organizational chart showing the manager and all project staff proposed who will provide services must be included.

#### **5) References**

Provide a description of previous projects that significantly relate to your qualifications for this project. Provide names, addresses, and telephone numbers for a least three clients for whom your firm provided services comparable to those described in this RFP. If a subcontractor is proposed, two to three similar qualifications and references should be provided for the subcontractor as it relates to their proposed tasks in this project.

#### **6) Cost Proposal**

The cost proposal should be submitted as a separate packet. The cost proposal shall describe both the hourly rate for principal(s) and employees to be assigned to this contract and a summary of any other related costs that are to be billed directly. Cost proposal should show amount budgeted per task. Payment for services under this agreement shall be made as tasks and deliverables are completed.

#### **7) Number of Copies**

The proposer must submit one signed copy of the Technical Proposal (Items 1-5) and one copy of the Cost Proposal (Item 6) in response to this Request for Proposals.

All proposals shall be received no later than 3:00 p.m., October 28, 2022 by mail to 190 Greenhorn Road, Yreka, CA 96097. All submittals shall be clearly marked "**Proposal for Zeb Rollout Plan.**" Late proposals will not be accepted.

All proposals, whether selected or rejected, shall become the property of the STAGE. All proposals received prior to the date and time specified above for receipt may be withdrawn or modified by written request of the proposer. To be considered, the modification must be received in writing prior to the date and time specified for receipt of proposals.

#### **M. Contract Comments**

Provide a written discussion of any objections or concerns relative to the Terms and Conditions of the STAGE Sample Agreement for Professional Services (Attachment A). Please note that the STAGE reserves the right to disqualify any consultant that does not provide a complete written discussion of its contractual objections or to disqualify any consultant based on objections that the STAGE considers non-negotiable. The STAGE does not anticipate making substantive changes to its Terms and Conditions.

### **VII. Proposal Evaluation and Selection**

A proposal review panel made up of members of STAGE and other County staff will evaluate the proposals. Proposers may be telephoned and asked for further information and may be expected to appear for oral interviews, if necessary. References and/or previous clients will also be called. The panel will make recommendations to STAGE based on the proposal, oral interview (if needed), and reference checks. STAGE reserves the right to select a consultant based solely on written proposals and not convene oral interviews.

Upon receipt of the proposals, a technical evaluation will be performed. Each of the major sections of the proposal will be reviewed and evaluated with criteria designed to help judge the quality of the proposal. Evaluation criteria will include such considerations as:

- Understanding of project requirements, including local, state, and federal requirements and mandates as it relates to this project (25)
- Approach to the scope of work/ services to be performed and project schedule (20)
- Specialized experience, qualifications and technical competence as related to the services requested (20)
- Experience performing similar work for similar size jurisdictions and demonstrated understanding of rural context including issues and challenges specific to rural regions as it relates to this project (25)

- Cost estimate and relative allocation of resources to key tasks, including the time and skills of personnel assigned to the task and the consultant's approach to managing resources and project output. (10)
- Total (100)

In addition, the participation of qualified disadvantaged and minority-owned firms in this project is strongly encouraged.

## **VIII. Payment Schedule and Invoicing**

Invoices shall be submitted by the CONTRACTOR as tasks and deliverables are completed, and payment to the CONTRACTOR shall be made within thirty (30) days after the STAGE receives and approves said invoices, unless otherwise notified from STAGE. Each invoice should be associated with a progress memo, detailing work completed by task showing percent complete and deliverables submitted.

## **Attachment A – Sample Contract**

### **COUNTY OF SISKIYOU DESIGN PROFESSIONAL SERVICES CONTRACT FOR BOARD OF SUPERVISORS SIGNATURE**

This Contract is entered into on the date when it has been both approved by the Board and signed by all other parties to it.

COUNTY: [DEPARTMENT]  
[FULL ADDRESS]

And

CONTRACTOR: [NAME OF CONTRACTOR]  
[ADDRESS]  
[PHONE NUMBER]  
[FAX NUMBER]

#### **ARTICLE 1. TERM OF CONTRACT**

**1.01** Contract Term: This Contract shall become effective on \_\_\_\_\_ and shall terminate on \_\_\_\_\_, unless terminated in accordance with the provisions of Article 7 of this Contract or as otherwise provided herein.

#### **ARTICLE 2. INDEPENDENT CONTRACTOR STATUS**

**2.01** Independent Contractor: It is the express intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venture or partner of County. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Contract.



### **ARTICLE 3. SERVICES**

- 3.01** Scope of Services: Contractor agrees to furnish the following services:  
Contractor shall provide the services described in Exhibit "A" attached hereto.

No additional services shall be performed by Contractor unless approved in advance in writing by the County stating the dollar value of the services, the method of payment, and any adjustment in contract time or other contract terms. All such services are to be coordinated with County and the results of the work shall be monitored by the [Department Head] \_\_\_\_\_ or his or her designee.

To the extent that Exhibit A contains terms in conflict with this Contract or to the extent that it seeks to supplement a provision regarding a subject already fully addressed in this Contract, including a clause similar to this seeking to render its language superior to conflicting language in this Contract, such language is hereby expressly deemed null and void by all parties upon execution of this Contract.

- 3.02** Method of Performing Services: Contractor will determine the method, details, and means of performing the above-described services including measures to protect the safety of the traveling public and Contractor's employees. County shall not have the right to, and shall not, control the manner or determine the method of accomplishing Contractor's services.
- 3.03** Employment of Assistants: Contractor may, at the Contractor's own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this Contract. County may not control, direct, or supervise Contractor's assistants or employees in the performance of those services.

### **ARTICLE 4. COMPENSATION**

- 4.01** Compensation: In consideration for the services to be performed by Contractor, County agrees to pay Contractor in proportion to services satisfactorily performed as specified in Exhibit "A". Payment shall not exceed amount appropriated by the Board of Supervisors for such services for the fiscal year.
- 4.02** Invoices: Contractor shall submit detailed invoices for all services being rendered.

- 4.03** Date for Payment of Compensation: County shall pay within 30 days of receipt of invoices from the Contractor to the County, and approval and acceptance of the work by the County.
- 4.04** Expenses: Contractor shall be responsible for all costs and expenses incident to the performance of services for County, including but not limited to, all costs of materials, equipment, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all other of Contractor's costs of doing business. County shall not be responsible for any expense incurred by Contractor in performing services for County.

## **ARTICLE 5. OBLIGATIONS OF CONTRACTOR**

- 5.01** Contractor Qualifications: Contractor warrants that Contractor has the necessary licenses, experience and technical skills to provide services under this Contract.
- 5.02** Contract Management: Contractor shall report to the (department head) or his or her designee who will review the activities and performance of the Contractor and administer this Contract.
- 5.03** Tools and Instrumentalities: Contractor will supply all tools and instrumentalities required to perform the services under this Contract. Contractor is not required to purchase or rent any tools, equipment or services from County.
- 5.04** Workers' Compensation: Contractor shall maintain a workers' compensation plan covering all its employees as required by California Labor Code Section 3700, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If Contractor elects to be self-insured, the certificate of insurance otherwise required by this Contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations. Proof of such insurance shall be provided before any work is commenced under this contract. No payment shall be made unless such proof of insurance is provided.
- 5.05** Indemnification: Indemnification for non-design professional services: Contractor shall indemnify and hold County harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of Contractor or Contractor's assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property. Contractor agrees to maintain a policy of

liability insurance in the minimum amount of (\$1,000,000) One Million Dollars, to cover such claims or in an amount determined appropriate by the County Risk Manager. If the amount of insurance is reduced by the County Risk Manager such reduction must be in writing. Contractor shall furnish a certificate of insurance evidencing such insurance and naming the County as an additional insured for the above-cited liability coverage prior to commencing work. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by County of insurance certificates and endorsements required under this Contract does not relieve Contractor from liability or limit Contractor's liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Contract, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

Indemnification for design professional services: To the fullest extent permitted by law, including California Civil Code sections 2782 and 2782.8, Contractor shall defend (with legal counsel acceptable to County), indemnify and hold harmless County, its officers, agents and employees, from and against any and all claims, demands, losses, costs, damages, injuries (including injury to or death of an employee of Contractor or its subcontractors), expenses and liabilities of every kind, nature and attorney's fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Contractor, any subcontractor, anyone directly or indirectly employed by them or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify County, its officers, agents and employees, shall not apply to the extent that such Liabilities are caused in part by the sole negligence, active negligence, or willful misconduct of the County, its officers, agents and employees. To the extent there is an obligation to indemnify under this Paragraph, Contractor shall be responsible for incidental and consequential damages resulting directly or indirectly, in whole or in part, from Contractor's negligence, recklessness or willful misconduct.

- 5.06** General Liability and Automobile Insurance: During the term of this Contract, Contractor shall obtain and keep in full force and effect a commercial, general liability and automobile policy or policies of at least (\$1,000,000) One Million Dollars, combined limit for bodily injury and property damage; the County, its

officers, employees, volunteers and agents are to be named additional insured under the policies, and the policies shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that no other insurance effected by County or other named insured will be called on to cover a loss covered thereunder. All insurance required herein shall be provided by a company authorized to do business in the State of California and possess at least a Best A:VII rating or as may otherwise be acceptable to County. The General Liability insurance shall be provided by an ISO Commercial General Liability policy, with edition dates of 1985, 1988, or 1990 or other form satisfactory to County. The County will be named as an additional insured using ISO form CG 2010 1185 or the same form with an edition date no later than 1990, or in other form satisfactory to County.

**5.07 Certificate of Insurance and Endorsements:** Contractor shall obtain and file with the County prior to engaging in any operation or activity set forth in this Contract, certificates of insurance evidencing additional insured coverage as set forth in paragraphs 5.04 and 5.10 and which shall provide that no cancellation, reduction in coverage or expiration by the insurance company will be made during the term of this Contract, without thirty (30) days written notice to County prior to the effective date of such cancellation. **Naming the County as a “Certificate Holder” or other similar language is NOT sufficient satisfaction of the requirement.** Prior to commencement of performance of services by Contractor and prior to any obligations of County, contractor shall file certificates of insurance with County showing that Contractor has in effect the insurance required by this Contract. Contractor shall file a new or amended certificate on the certificate then on file. **If changes are made during the term of this Contract, no work shall be performed under this agreement, and no payment may be made until such certificate of insurance evidencing the coverage in paragraphs, 5.05, the general liability policy set forth in 5.06 and 5.10 are provided to County.**

**5.08 Public Employees Retirement System (CalPERS):** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Contract is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions of CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and

interest on such contributions, which would otherwise be the responsibility of County. Contractor understands and agrees that his personnel are not, and will not be, eligible for memberships in, or any benefits from, any County group plan for hospital, surgical or medical insurance, or for membership in any County retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a County employee.

**5.09** IRS/FTB Indemnity Assignment: Contractor shall defend, indemnify, and hold harmless the County, its officers, agents, and employees, from and against any adverse determination made by the Internal Revenue Service of the State Franchise Tax Board with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security and income tax withholding payments.

**5.10** Professional Liability: If Contractor or any of its officers, agents, employees, volunteers, contractors or subcontractors are required to be professionally licensed or certified by any agency of the State of California in order to perform any of the work or services identified herein, Contractor shall procure and maintain in force throughout the duration of the Contract a professional liability insurance policy with a minimum coverage level of (\$1,000,000) One Million Dollars, or as determined in writing by County's Risk Management Department.

**5.11** State and Federal Taxes: As Contractor is not County's employee, Contractor is responsible for paying all required state and federal taxes. In particular:

- a. County will not withhold FICA (Social Security) from Contractor's payments;
- b. County will not make state or federal unemployment insurance contributions on behalf of Contractor.
- c. County will not withhold state or federal income tax from payment to Contractor.
- d. County will not make disability insurance contributions on behalf of Contractor.
- e. County will not obtain workers' compensation insurance on behalf of Contractor.

**5.12** Records: All reports and other materials collected or produced by the Contractor or any subcontractor of Contractor shall, after completion and acceptance of the Contract, become the property of County, and shall not be subject to any copyright claimed by the Contractor, subcontractor, or their agents or employees. Contractor may retain copies of all such materials exclusively for administration

purposes. Any use of completed or uncompleted documents for other projects by Contractor, any subcontractor, or any of their agents or employees, without the prior written consent of County is prohibited. It is further understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Contractor relating to the matters covered by this Contract shall be the property of the County, and Contractor hereby agrees to deliver the same to the County upon request. It is also understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Contract are prepared specifically for the County and are not necessarily suitable for any future or other use.

- 5.13** Contractor's Books and Records: Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the County for a minimum of five (5) years, or for any longer period required by law, from the date of final payment to the Contractor under this Contract. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the County.
- 5.14** Assignability of Contract: It is understood and agreed that this Contract contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express written consent of the County.
- 5.15** Warranty of Contractor: Contractor warrants that it, and each of its personnel, where necessary, are properly certified and licensed under the laws and regulations of the State of California to provide the special services agreed to.
- 5.16** Withholding for Non-Resident Contractor: Pursuant to California Revenue and Taxation Code Section 18662, payments made to nonresident independent contractors, including corporations and partnerships that do not have a permanent place of business in this state, are subject to 7 percent state income tax withholding.

Withholding is required if the total yearly payments made under this contract exceed \$1,500.00.

Unless the Franchise Tax Board has authorized a reduced rate or waiver of withholding and County is provided evidence of such reduction/waiver, all nonresident contractors will be subject to the withholding. It is the responsibility of the Contractor to submit the Waiver Request (Form 588) to the Franchise Tax Board as soon as possible in order to allow time for the Franchise Tax Board to review the request.

- 5.17** Compliance with Child, Family and Spousal Support Reporting Obligations: Contractor's failure to comply with state and federal child, family and spousal support reporting requirements regarding contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Contract. Contractor's failure to cure such default within ninety (90) days of notice by County shall be grounds for termination of this Contract.
- 5.18** Conflict of Interest: Contractor covenants that it presently has no interest and shall not acquire an interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this Contract, no subcontractor or person having such an interest shall be used or employed. Contractor certifies that no one who has or will have any financial interest under this contract is an officer or employee of County.
- 5.19** Compliance with Applicable Laws: Contractor shall comply with all applicable federal, state and local laws now or hereafter in force, and with any applicable regulations, in performing the work and providing the services specified in this Contract. This obligation includes, without limitations, the acquisition and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this Contract.
- 5.20** Bankruptcy: Contractor shall immediately notify County in the event that Contractor ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffer or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

## **ARTICLE 6. OBLIGATIONS OF COUNTY**

- 6.01** Cooperation of County: County agrees to comply with all reasonable requests of Contractor (to provide reasonable access to documents and information as permitted by law) necessary to the performance of Contractor's duties under this Contract.

## **ARTICLE 7. TERMINATION**

- 7.01** Termination on Occurrence of State Events: This Contract shall terminate automatically on the occurrence of any of the following events:

1. Bankruptcy or insolvency of Contractor
2. Death of Contractor

- 7.02** Termination by County for Default of Contractor: Should Contractor default in the performance of this Contract or materially breach any of its provisions, County, at County's option, may terminate this Contract by giving written notification to Contractor.

- 7.03** Termination for Convenience of County: County may terminate this Contract at any time by providing a notice in writing to Contractor that the Contract is terminated. Said Contract shall then be deemed terminated and no further work shall be performed by Contractor. If the Contract is so terminated, the Contractor shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time of notice of termination is received.

- 7.04** Termination of Funding: County may terminate this Contract in any fiscal year in that it is determined there is not sufficient funding. California Constitution Article XVI Section 18.

## **ARTICLE 8. GENERAL PROVISIONS**

- 8.01** Notices: Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid or return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Contract, but each party may change the address by written notice in accordance with the paragraph. Notices delivered personally will be deemed communicated



as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.

- 8.02** Entire Agreement of the Parties: This contract supersedes any and all contracts, either oral or written, between the Parties hereto with respect to the rendering of services by Contractor for County and contains all the covenants and contracts between the parties with respect to the enduring of such services in any manner whatsoever. Each Party to this Contract acknowledges that no representations, inducements, promises, or contract, orally or otherwise, have been made by any party, or anyone acting on behalf of any Party, which are not embodied herein, and that no other contract, statement, or promise not contained in this Contract shall be valid or binding. Any modification of this Contract will be effective only if it is in writing signed by the Party to be charged and approved by the County as provided herein or as otherwise required by law.
- 8.03** Partial Invalidity: If any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provision will nevertheless continue in full force without being impaired or invalidated in any way.
- 8.04** Attorney's Fees: If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Contract, the prevailing Party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.
- 8.05** Conformance to Applicable Laws: Contractor shall comply with the standard of care regarding all applicable federal, state and county laws, rules and ordinances. Contractor shall not discriminate in the employment of persons who work under this contract because of race, the color, national origin, ancestry, disability, sex or religion of such person.
- 8.06** Waiver: In the event that either County or Contractor shall at any time or times waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Contract, whether of the same or any other covenant, condition or obligation.
- 8.07** Governing Law: This Contract and all matters relating to it shall be governed by the laws of the State of California and the County of Siskiyou and any action

brought relating to this Contract shall be brought exclusively in a state court in the County of Siskiyou.

- 8.08** Reduction of Consideration: Contractor agrees that County shall have the right to deduct from any payments contracted for under this Contract any amount owed to County by Contractor as a result of any obligation arising prior or subsequent to the execution of this contract. For purposes of this paragraph, obligations arising prior to the execution of this contract may include, but are not limited to any property tax, secured or unsecured, which tax is in arrears. If County exercises the right to reduce the consideration specified in this Contract, County shall give Contractor notice of the amount of any off-set and the reason for the deduction.
- 8.09** Negotiated Contract: This Contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Contract within the meaning of California Civil Code Section 1654. Each party hereby represents and warrants that in executing this Contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this Contract and the rights and duties arising out of this Contract, or that such party willingly foregoes any such consultation.
- 8.10** Time is of the Essence: Time is of the essence in the performance of this Contract.
- 8.11** Materiality: The parties consider each and every term, covenant, and provision of this Contract to be material and reasonable.
- 8.12** Authority and Capacity: Contractor and Contractor's signatory each warrant and represent that each has full authority and capacity to enter into this Contract.
- 8.13** Binding on Successors: All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of Contractor. Contractor and all of Contractor's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under the Contract.
- 8.14** Cumulation of Remedies: All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them

exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.

- 8.15** No Reliance On Representations: Each party hereby represents and warrants that it is not relying, and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Contract, may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this Contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SISKIYOU

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

\_\_\_\_\_  
BRANDON A. CRISS, CHAIR  
Board of Supervisors  
County of Siskiyou  
State of California

ATTEST:  
LAURA BYNUM  
Clerk, Board of Supervisors

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

CONTRACTOR: name of contractor

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

\_\_\_\_\_  
[Contractor Signatory Name and  
Designate official capacity in the  
business]

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

\_\_\_\_\_  
[Contractor Signatory Name and  
Designate official capacity in the  
business]

License No.: \_\_\_\_\_

(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. \_\_\_\_\_

ACCOUNTING:

Fund      Organization      Account      Activity Code (if applicable)

Encumbrance number (if applicable):

If not to exceed, include amount not to exceed:

*If needed for multi-year contracts, please include separate sheet with financial information for each fiscal year.*

RFP for Zero-Emission Bus Rollout Plan