



Request for Proposals (RFP)
RFP# 2024-001 – SCLTC
for
Mt Shasta Ski Park
Saturday Shuttle Services

Proposals due by:
December 20, 2024 – 3:00 PM PST

Submittal:

One (1) original, two (2) copies, AND
One (1) original and two (2) copies of the Price Proposal.

Proposals may be mailed, delivered, or emailed to:

Siskiyou County Local Transportation Commission
Attn: Melissa Cummins, Executive Director
190 Greenhorn Road
Yreka, CA 96097
melissa@siskiyoucoltc.org

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ATTACHMENTS

ATTACHMENT 1: Scope of Work
ATTACHMENT 2: Sample Contract for Services
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ATTACHMENT 5: Preventable Accidents Definitions

FORMS

Form 1 – Forms Checklist
Form 2 – Acknowledgement of Addenda
Form 3 – Current Client References
Form 4 – Equal Employment Opportunity Certification
Form 5 – Non-Collusion Affidavit
Form 6 – Public Contract Code Certifications
Form 7 – Proposer’s Information Request Form (DBE & Subcontractor information)

CONFIDENTIAL FORMS

Submitted separately in sealed envelope

Confidential Form A – Cost Proposal Forms
Confidential Form B – Insurance

Section 1 - General Information

1.1 Procuring Agency and Project Manager

Request for Proposals (RFP) No.	2024-001
Date:	11/18/2024
Procuring Agency:	Siskiyou County Local Transportation Commission and Siskiyou Transportation Agency 190 Greenhorn Road Yreka, California 96097
Project Manager:	Melissa Cummins, Executive Director
Telephone:	(530) 709-5060
E-mail:	melissa@siskiyoucoltc.org

1.2 General Overview

The Siskiyou County Local Transportation Commission (SCLTC) is the designated regional transportation planning agency (RTPA) for the County of Siskiyou. SCLTC applied for funding through the Senate Bill 125 (SB 125) program for various projects related to public transportation within the region.

The SCLTC, the nine incorporated cities within Siskiyou County, and the Siskiyou County Board of Supervisors are in the final stages of forming the Siskiyou Transportation Agency Joint Powers Agreement (STA). The STA will be the agency with direct responsibility for oversight of the selected contractor in the delivery of services. The selected contractor will be required to enter into a contract with the Siskiyou Transportation Agency.

The SCLTC and STA are soliciting Request for Proposals (RFP) to select an independent contractor to operate shuttle services between the City of Mt Shasta, California, and the Mt Shasta Ski Park (4500 Ski Park Hwy, McCloud, CA 96057). The services to be provided under this RFP are reservation-based shuttle services including customer service, reservations, and ticket sales.

A detailed Scope of Work is included as Attachment 1.

The successful Proposer must be capable of providing all services outlined in this RFP.

The proposed term of the agreement will tentatively begin on or about January 15, 2025, through April 15, 2026, with one (1) one-year option to be exercised at SCLTC's discretion. Pricing for all years is required to be submitted as part of each proposal.

1.3 Consequences of Submission of Proposal

Submission of a proposal will constitute a binding representation and warranty by the PROPOSER that the PROPOSER has investigated all aspects of the RFP and its proposal; that the PROPOSER is aware of the applicable facts pertaining to the RFP process, its procedures and requirements; that the PROPOSER has read and understands the RFP and has complied

with every requirement; that, without exception, the proposal is premised upon performing and furnishing the services and equipment required by this RFP and the attached Agreement, using such means, methods, techniques, sequences or procedures as may be indicated in or required by this RFP and the Agreement; and that the RFP is sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the required services.

The submission of a proposal shall not be deemed an agreement between the PROPOSER and the SCLTC or STA. The proposal is a contractual offer by the PROPOSER to perform services in accordance with the proposal. Specifically, the following provisions apply:

- ❑ The SCLTC shall not be obligated to respond to any proposal submitted nor be bound in any manner by the submission of a proposal.
- ❑ Submission of a proposal by the PROPOSER to the SCLTC constitutes an offer by the PROPOSER to enter into the Agreement with the SCLTC or STA for the performance of the services on the terms in this RFP, which offer may be accepted or rejected by the SCLTC at its sole discretion.
- ❑ The Agreement shall not be binding or valid unless and until it is approved and executed by the SCLTC or STA and the selected PROPOSER; and the PROPOSER'S insurance has been accepted by the SCLTC or STA.

The proposals received shall become the exclusive property of SCLTC. All proposals submitted in response to this RFP shall become a matter of public record at the conclusion of the RFP process and shall be regarded as public records.

The cost of investigating, preparing, and submitting a proposal is the sole responsibility of the PROPOSER and shall not be chargeable in any manner to SCLTC or STA. The SCLTC or STA will not reimburse any PROPOSER for any costs associated with the preparation and submission of a proposal, including but not limited to, expenses incurred in making an oral presentation, participating in an interview(s), or negotiating an Agreement with the SCLTC.

1.4 SCLTC and STA's Rights

SCLTC retains all rights including, but are not limited to, the following:

- ❑ Issuing addenda to the RFP, including extending or revising the timeline for submittals.
- ❑ Withdrawing, reissuing, modify, or cancel the RFP without prior notice.
- ❑ Requesting clarification and/or additional information from any PROPOSER at any point in the procurement process.
- ❑ Executing an Agreement with a PROPOSER on the basis of the original proposal and/or any other information submitted by the PROPOSER during the procurement process.
- ❑ Rejecting any or all proposals; waiving irregularities in any proposals; accepting or rejecting all or any part of any proposals; and/or waiving any requirements of the RFP, as may be deemed to be in the best interest of SCLTC or STA.
- ❑ SCLTC may award this contract on a combination of technical and price factors. Price shall not be the sole determining factor for the award of this contract.
- ❑ SCLTC may reject proposals which state conditions, exceptions, reservations, understandings, or "deviations," relating to the RFP.

- ❑ SCLTC reserves the right to audio and video record any and all live or virtual meetings, including conferences and interviews, with potential and actual PROPOSERS and staff during any and all phases of this RFP process. All recordings shall be deemed confidential until after the award of the contract with the exception of open public meetings.

1.5 Proposed Timeline and Schedule

The proposed schedule and description of events for this procurement are outlined below. The dates and activities, including start-up date, may change at SCLTC or STA’s sole discretion.

Date	Activity
November 18, 2024	Issue RFP
December 9, 2024 (5:00 PM PST)	Deadline for questions, clarifications, comments
December 13, 2024 (4:00 PM PST)	SCLTC response to questions and clarifications
December 20, 2024 (3:00 PM PST)	Proposals Due
Week of January 6, 2025	Conduct interviews and/or negotiations, if necessary
January 14, 2025	Siskiyou Transportation Agency Award of Contract
January 15, 2025	Execute Agreement, Insurance requirements
January 25, 2025	Contractor initiates service

1.6 Proposal Questions or Addenda to RFP

Prospective proposers are encouraged to submit written questions or requests for clarification or additional information regarding the meaning or intent of this RFP to Melissa Cummins, Executive Director, at melissa@siskiyoucoltc.org the date and time identified in Section 1.5.

SCLTC will issue a written addenda with responses to all questions and clarifications received. All addenda including all questions and answers posed will also be posted to the SCLTC’s website at <https://siskiyoucoltc.org/announcements/request-for-bids-proposals/>.

If SCLTC determines that the addenda may require significant changes in the preparation of proposals, the deadline for submitting the proposals may be postponed by the number of days that SCLTC determines will allow PROPOSERS sufficient time to revise their proposals. Any new Due Date shall be included in the addenda.

Nothing stated verbally shall change, or qualify in any way, the provisions in the RFP and shall not be binding on the SCLTC.

Section 2 – Instructions to Proposers

2.1 Due Date and Submittal Requirements

- ❑ Proposals must be received on or before Friday, December 20, 2024, **by 3:00 PM PST**.

Envelopes or boxes containing proposals shall be sealed and clearly labeled as follows:

“PROPOSAL FOR MT SHASTA SKI PARK SHUTTLE SERVICES – RFP #2024-001.

Proposals must be submitted by way of mail, hand delivery, and/or electronic means, as described below:

- Hand or Mail Delivery:

Hard copy proposals submitted by hand or mail delivery can be delivered to:

Siskiyou County Local Transportation Commission
Attn: Melissa Cummins, Executive Director
190 Greenhorn Road
Yreka, CA 96097

- Electronic Copy Submittal:

Submit an electronic copy of the proposal via email. Electronic copies shall be emailed to melissa@siskiyoucoltc.org. The subject line shall read:

“PROPOSAL FOR MT SHASTA SKI PARK SHUTTLE SERVICES – RFP #2024-001”

Proposers submitting proposals electronically will be required to send one (1) original signed copy of the proposal by mail delivery, which must be received by SCLTC within five (5) business days of the RFP due date.

- Proposals shall be submitted in 8-1/2” x 11” size and should be typed and should not include any unnecessarily elaborate or promotional material. Lengthy narrative is discouraged, and presentations should be brief and concise. Information should be presented in the order in which it is requested.
- Proposers shall submit:
 - One (1) original with an original signature and two (2) exact copies of the original by hand delivery, mail, or via electronic mail, as instructed above.
 - This shall include the cover letter, all components of the technical proposal including Forms 1 through 7, and other non-priced information.
 - Proposers shall submit one (1) original and two (2) copies of the Confidential Forms in a separate sealed envelope clearly marked “CONFIDENTIAL FORMS”.
 - This shall include the cost proposal and required evidence of required insurance coverage.
 - Electronic submissions shall include the Confidential Forms as a separate attachment when submitting their proposal.
- Proposals received after the due date and time will be rejected without consideration and returned to the Proposer unopened. Under no circumstances will any proposal be accepted after the due date and time in accordance with Public Contract Code 10168.

2.2 Validity of Proposals

Proposals and subsequent offers shall be valid for a period of one hundred and twenty (120) days. An award may be made without further discussion.

2.3 Proposal Format Requirements

Proposals should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete, accurate and reliable presentation. The proposals must address all requirements of this RFP. Information must be current, up-to-date and completely address the RFP requirements and should comply with the following, at a minimum:

- Emphasis is on CLARITY OF CONTENT— AVOID JARGON AND RHETORIC.
- The submittal should be typed using a 12-point font size and employ margins of one inch or more.
- Typed, bound, and separated by tabs (which will not count towards the page limit). Tab sections are specified below.
- Proposal copies and all supporting documentation shall be exact replicas of the original proposal document. Each copy of the proposal shall be bound in a single volume.
- The Proposal shall contain no more than 25 pages (double sided preferred), with the option to include appendices as needed to support the requirements of the RFP. Pages in the Proposal must be consecutively numbered. The numbering should not include the cover letter, table of contents, tabs, and blank pages, as they do not count toward the page limit requirement. Please mark blank pages as “This Page Intentionally Left Blank.”

Proposals must be submitted in accordance with the format set forth in this section. Failure to adhere to the format may be cause for rejection of the proposal as non-responsive. The format of each proposal must contain the following elements organized into separate parts and sub-sections with each Part (as listed below) being a separate tab in the proposal:

Part 1:	Cover Letter and Table of Contents
Part 2 :	Qualifications Statement
Part 3 :	Financial Considerations
Part 4 :	Non-Financial Considerations
Part 5:	Staffing Plan and Organization
Part 6	Operations Methodology and Plan
Part 7:	Start-Up Plan
Part 8:	Professional References
Part 9:	Additional Information
Part 10:	Required Forms and Certifications

Part 1 – Cover Letter and Table of Contents: Proposer must include a letter of introduction, no more than two (2) pages, to include the following:

- a. Provide a brief profile of the firm, including the year founded, form of organization (corporation, partnership, sole proprietorship), number and location of offices, licenses held, number of employees, firm’s vision and mission statement, and a general description of the firm’s financial condition;
- a. Provide name, address, e-mail and telephone number of the contact person who will be authorized to make representations and commitments for the PROPOSER;
- b. A statement that affirms the PROPOSAL shall remain valid for a period of not less than 120 days from the date of submittal;

- c. Signature of a person authorized to bind the offering firm to the terms of the PROPOSAL.

A detailed Table of Contents should follow the Cover Letter.

Part 2 - Qualifications Statement: Include details that establish the ability of the PROPOSER to satisfactorily provide the required services by reasons of: demonstrated competence in the service to be provided; the nature and relevance of recently awarded work; staffing capability; and strength/stability as a business concern:

- a. Describe the PROPOSER qualifications and experience to perform the work described in this RFP and highlight the participation of such work by Key Personnel proposed for assignment to this project. Of particular interest is experience in operating contracts of similar size and scope, including detailed experience in operating public transportation services of a similar nature.
- b. Identify any personnel that will be utilized to help fulfill Contract obligations and the services to be provided. Provide experience and qualifications of any proposed firm and the name and point of contact information for each firm listed.

Part 3 – Financial Considerations: This section will be independently reviewed by appropriate SCLTC/STA staff participating in the evaluation or other relevant experts, as SCLTC/STA sees fit. This section will not be scored but will be evaluated to determine the financial responsiveness and responsibility of the PROPOSER.

- a. Indicate if any participants in the proposal have been involved in bankruptcy proceedings as a debtor. If yes, state date, court of jurisdiction, amount of liabilities and amount of assets.
- b. Provide detailed information regarding past and pending litigation, liens or claims arising from litigation in excess of \$100,000 in which any participant in the proposal is directly or indirectly involved.
- c. PROPOSER shall submit financial information to establish financial responsibility for the previous three (3) fiscal years. If a partnership, submit financial statements for each partner. Identify any conditions (e.g. bankruptcy, pending litigation, planned office closures, impending merger) that may impede the PROPOSER'S ability to complete the project.
- d. Provide evidence of ability to obtain specified amounts of insurance from a qualified insurance company authorized to do business in California. Proof will take the form of a letter from PROPOSER's insurance agent stating that they are eligible to obtain insurance to the prescribed limits should a Contractual offer be made. Disclose intended Deductible levels, if any. Disclose the total number and amount of claims paid by the PROPOSER in the last three (3) years. Demonstrate financial capability commensurate with the required insurance limits and proposed Deductible levels.

Part 4 – Non-Financial Considerations: This category will be independently reviewed by appropriate SCLTC/STA staff participating in the evaluation committee. This category will not be scored but will be evaluated to determine the responsiveness and responsibility of the PROPOSER.

- a. Provide evidence that the required service start date can be met, taking into

consideration all existing and prospective commercial and government business commitments.

- b. Provide evidence that the PROPOSER has the necessary organization, experience, accounting, and operational controls, and technical skills, or the ability to obtain them.
- c. Provide a description of the PROPOSER's drug and alcohol testing program and explain how it meets the requirements of the Federal Transit Administration (Government Code 49 CFR Part 655 and 655.41).
- c. Provide evidence of familiarity with the reservations-based transportation services, revenue tracking, and ridership reporting.
- f. Provide evidence of the PROPOSER's Equal Employment Opportunity program.

Part 5 – Staffing Plan and Organization:

Provide a narrative description of how the PROPOSER plans to staff the requested services in this RFP. The narrative will identify key personnel such as Operations Manager, Data Manager, or other staff that will be responsible for management of the reservations-based transportation services, oversight of necessary operators, management of potential cancellations due to inclement weather and how and with whom SCLTC/STA will interact with regarding the contract. SCLTC/STA expects that each key management position will have prior public transportation industry experience and will maintain a valid California driver's license, unless waived by SCLTC/STA.

The Staffing Plan should demonstrate that the PROPOSER will be able to provide and retain sufficient personnel to operate and maintain the services required.

Part 6 – Operations Methodology and Plan: PROPOSER shall:

- a. Describe procedures for how service changes (i.e., cancellation of services for day, delay due to road conditions) will be communicated to customers and the general public.
- b. Quality Control: Describe the methodology that PROPOSER will use to ensure quality control of the on-street operation and any innovative or trusted strategies or concepts the proposer may have for enhancing service quality, reducing costs, increasing ridership, or otherwise improving the productivity and performance of the services provided. Include methodology for addressing customer complaints received by SCLTC/STA, preventing and addressing vehicle and passenger accidents, acceptable vehicle appearance, maintaining employee morale and sense of teamwork, and resolution of on-street issues.
- c. Customer Service Program: PROPOSER shall ensure that all employees are trained to proficiency in fundamental customer service techniques, including compliance with STAGE's Title VI Program (Attachment 4) and shall ensure that such personnel have a comprehensive understanding of all customer service policies and procedures that are associated with all programs specified within the Scope of Work.
 - i. Proposer shall explain how they train and motivate employees who interface with the public as if they were in the "Hospitality" business. Proposer personnel must

maintain a courteous attitude, answering to the best of their ability any questions from the public regarding the provision of service.

- ii. Customer service training must include a focus on passenger relations.
 - iii. Describe how administrative and customer service functions will be completed.
 - iv. Proposer should demonstrate their awareness and understanding of the need for high quality customer service standards, strategies they will use for meeting those standards, and measures they will use to gauge progress towards meeting or exceeding the standards.
- d. Safety Program: Passenger safety is one of the most important aspects of providing public transportation. The PROPOSER'S safety record shall be evaluated based on the following:
- i. Provide safety performance record data for the past five (5) years of your firm's public transit contracts, including, at a minimum, accidents per 50,000 vehicle miles.
 - ii. The safety records provided shall also include a list of any insurance claims valued at over \$25,000 that were paid by PROPOSER.
 - iii. Provide an outline of PROPOSER'S Safety Programs and Policies, including customer relations, defensive driving, refresher training, safety meetings, safety incentives, emergency response plan, etc.
 - iv. PROPOSER may be requested to participate in, or implement, the following based on STA's system safety plan. These requirements include but are not limited to the following:
 - Participate in annual reviews and updates to the SSP.
 - Assist in collecting data to monitor and revise Safety Performance Targets.
 - Communicate provisions of STA's safety plan to new CONTRACTOR employees.
 - Participate in Safety Risk Management, including safety hazard identification, safety risk assessment, and safety risk mitigation.
 - Encourage Safety Communication and safety culture.
 - Conduct ongoing training for staff to ensure competencies comply with STA's safety plan.
- e. Bus Cleaning and Detailing Plan: Provide a detailed description of how PROPOSER will adequately maintain vehicle appearance. This section shall include a description of the proposer's staffing or sub-contracting plan, schedule, and tasks that will accomplish the cleaning and sanitization of all revenue vehicles to ensure that vehicles always present a clean appearance. The plan should include inspection schedules, staffing approach, cleaning and detailing schedules, etc.
- f. Reporting Requirements: PROPOSER must provide an adequate information system

to implement and maintain the data collection, accounting and reporting requirements of the project. Describe your approach to timely, clear and concise reporting based upon the requirements of the Scope of Work. Provide samples of operating and accounting reports to be produced. The PROPOSER must document who will perform these duties and their competency in accomplishing these tasks in accordance with FTA guidelines.

- g. Technology Plan: PROPOSER shall describe any technology currently used in vehicles to monitor unusual events, accidents, incidents, disturbances, etc.

(NOTE: All (electronic and tangible) data collected, stored, and produced by any PROPOSER owned (or controlled) technology shall become the property of SCLTC/STA, and shall be provided to SCLTC/STA upon request. PROPOSER shall further retain such data for an amount of time specified by SCLTC/STA.)

Part 7 – Start-Up Plan: PROPOSER shall provide a detailed Start-up plan designed to outline how they will initiate services if awarded contract. At a minimum, PROPOSER shall include:

- a. Specific information as to the job duties of the Operations Manager and other staff related to establishing a new reservations system.
- b. An action plan that identifies how operations will be staffed upon start-up including:
 - a. Schedule of key steps, responsible parties, and any additional personnel needed.
 - b. Contingencies and backup plans.
 - c. What buses and other equipment will be used to provide services.
 - d. Tracking of reservations

Part 8 – Professional References: SCLTC/STA intends to contact some or all of PROPOSER'S prior clients to seek information about performance and client satisfaction, including evaluations, if any.

Detailed Firm References – Provide (3) professional references within the last five (5) years for similar services. Complete Form 3 for Current Client References. This list shall include the current addresses of such entities, email addresses and telephone numbers of appropriate contact persons.

Part 9 – Additional Information: The PROPOSER may include any additional information or distinctive attributes of the firm's proposal which may help SCLTC/STA in understanding and evaluating the PROPOSER's response to this request and which will set the PROPOSER apart from the competition.

Part 10 – Required Forms: This section will contain Forms 1 through 7.

2.4 Cost Proposal Requirements

PROPOSER'S Cost Proposal and proposed allocation of contract resources must demonstrate an understanding of the Scope of Work requirements as described in this RFP and attachments thereto. PROPOSERS shall submit a Cost Proposal Package which shall include, at a minimum, each of the following:

- a. PROPOSERS price quoted in the Vehicle Revenue Hour Cost field shall be the hourly cost to operate the services identified in this RFP. This rate should be inclusive of all costs, including but not limited to reservations staffing, software for data collection and reporting, insurance, vehicle operations and maintenance, operations managers, and operators.
- b. PROPOSERS price quoted in the Standby Cost Per Day field shall be the daily rate to be on-call or available when inclement weather causes delays or road closures. This shall be a flat rate cost per day of scheduled service day.

2.5 Insurance Program & Requirements

2.5.1 Insurance Program

Siskiyou Transportation Agency, and formerly the County of Siskiyou, receives liability insurance coverage through the California Transit Indemnity Pool (CalTIP), a joint powers authority. In the event of an accident or incident involving alleged bodily injury or property damage arising from work performed by CONTRACTOR, CONTRACTOR shall fully cooperate with CalTIP's Claims Administrator and Litigation Service Manager in the investigation, resolution or litigation of claims or lawsuits arising from the accident or incident.

2.5.2 PROPOSER'S Insurance Program

The insurance requirements of this RFP, including the DRAFT CONTRACT FOR SERVICES, will be considered minimum requirements and must be complied with in every respect. PROPOSER must state renewal dates and must provide a statement of loss experience for the previous five (5) years. The statement of loss experience must also identify any claims which may be pending at the present time.

Separate endorsements are required, naming SCLTC AND STA as additional insured, for liability insurance.

Said insurance shall contain a provision that coverage afforded under the policies will not be canceled unless and until thirty (30) days prior written notice has been given to SCLTC/STA. Endorsements are to be received and approved by SCLTC and STA before work commences. Should contractor cease to have insurance as required during any time, all work by contractor pursuant to this agreement shall cease until insurance acceptable to SCLTC/STA is provided.

Proposal must clearly identify any Self Insurance or Self Insured Retentions (SIR) and the dollar amount thereof. Proposer must include a listing of any claims which may be pending at the present time. The insurance requirements are detailed in ATTACHMENT 3: Insurance Requirements.

2.6 Modification or Withdrawal of Proposals

A modification of a proposal previously submitted will be accepted by SCLTC/STA only if the modification is received prior to the Proposal Due Date. All modifications shall be made in writing and executed and submitted in the same form and manner as the original proposal.

A PROPOSER may withdraw a proposal previously submitted prior to the Proposal Due Date by submitting, in the same manner as the original proposal, a written request for withdrawal executed

by the PROPOSER'S authorized representative to the SCLTC/STA'S Project Manager. After the proposal Due Date, a proposal may be withdrawn only if SCLTC/STA fails to award the Contract within the proposal validity period prescribed in Section 2.1 "Due Date" or any agreed upon extension thereof. The withdrawal of a proposal does not prejudice the right of a PROPOSER to submit another proposal within the time set for receipt of proposals.

This provision for modification and withdrawal of proposals may not be utilized by a PROPOSER as a means to submit a late proposal and will not alter SCLTA/STA'S right to reject a proposal.

2.7 Proposal Evaluation, Negotiation, and Selection

Proposals must conform to the specifications described in this RFP.

The primary desire of SCLTC/STA for this procurement is to ensure an award will be made based on a determination of which proposal best meets SCLTC/STA's requirements.

The Evaluation Committee may not necessarily make a recommendation to award to the PROPOSER with the highest ranking or make a recommendation to award to the PROPOSER with the lowest Cost Proposal, if doing so would not be in the overall best interest of the SCLTC/STA.

Proposals will be evaluated, negotiated, and awarded in accordance with the criteria and procedures described below and in Section 3 – "Proposal Selection Process".

2.8 Opening of Proposals

Proposals will not be publicly opened. All proposals and evaluations will be kept strictly confidential throughout the evaluation, negotiation and selection process.

Section 3 – Proposal Selection Process

3.1 Overview

The following describes the process by which proposals will be evaluated and a recommendation made for a potential award. An award, if made, will be to a responsive PROPOSER for the proposal which is found to be most advantageous for SCLTC/STA.

3.2 Determination of Responsive Proposers

SCLTC/STA will consider all the PROPOSERS' submitted materials, responses from references, and due diligence investigation to determine whether the PROPOSER, in the SCLTC/STA'S sole opinion, is capable of, and has a demonstrated history of, providing transit services consistent with the terms and conditions set forth in this RFP.

A proposal, which is in any way incomplete, irregular or conditional, at the SCLTC/STA's discretion, may be rejected.

3.3 Proposal Evaluation Criteria

This section contains proposal evaluation criteria by which responsive proposals will be evaluated

and ranked for the purposes of determining any competitive range and making any selection of a proposal for a potential award.

The following criteria will be used to further evaluate and rank proposals. This set of criteria must be addressed and are not listed by any particular order of importance. Any proposal that the Evaluation Committee finds not to have addressed the criteria, may be excluded from further consideration. Non-price factors when combined are more significant than the price alone. The criteria are as follows:

- A. Demonstrated Qualifications
- B. Approach
- C. Experience and References
- D. Cost Proposal

3.4 Evaluation Procedures

All aspects of the proposal evaluations, including any related discussions, documentation, correspondence, and meeting recordings, will be kept confidential during the evaluation and negotiation process.

Proposals will be analyzed for conformance with the instructions and requirements of the RFP and Contract documents. Proposals that do not comply with these instructions and do not include the required information may be rejected as non-responsive or as not within the competitive range. SCLTC/STA reserves the right to request a PROPOSER provide any missing information and to make corrections or clarifications.

In the event that a proposal contains conditions, exceptions, reservations to any provisions of the Contract for Services said conditions, exceptions, reservations or understandings may be negotiated during these meetings. However, SCLTC/STA shall have the right to reject any and all such conditions and/or exceptions, and instruct the PROPOSER to amend its proposal and remove said conditions and/or exceptions; and any PROPOSER failing to do so may be excluded from further consideration by the SCLTC/STA.

No information, financial or otherwise, will be provided to any PROPOSER about any of the proposals from other PROPOSERS. PROPOSERS will not be given a specific price or specific financial requirements they must meet to gain further consideration, except that proposed prices may be considered to be too high with respect to the marketplace. PROPOSERS will not be told of their rankings among the other PROPOSERS.

3.6 Interviews

If needed, interviews may be scheduled with the proposing firms determined by SCLTC/STA to be responsive. Interviews will be held on the dates shown in Section 1.5 Timeline and Schedule.

SCLTC/STA is under no obligation to conduct interviews or to interview all firms submitting proposals. Interviews may be conducted either online or in person. Firms being interviewed may include no more than five (5) participants in the interview. SCLTC/STA will make every attempt to notify PROPOSERS in a timely manner to allow preparation time for interviews.

3.7 Confidentiality of Proposals

To the extent allowable by law, SCLTC/STA will exempt from disclosure proprietary information, trade secrets and confidential commercial and financial information submitted in the proposal. Any such proprietary information, trade secrets or confidential commercial and financial information which a PROPOSER believes should be exempted from disclosure shall be specifically identified and marked as such. Blanket-type identification by designating whole pages or sections as containing proprietary information, trade secrets or confidential commercial and financial information will not assure confidentiality. The specific proprietary information; trade secrets; or confidential, commercial, and financial information must be clearly identified as such.

The PROPOSER shall submit proprietary information, trade secrets, or confidential, commercial, and financial information, which a PROPOSER believes should be exempted from disclosure, in a separate volume specifically identified and marked as such as an appendix to the proposal.

SCLTC/STA shall employ sound business practices, no less diligent than those used for SCLTC/STA's own confidential information, to protect the security of all licensed technology, software, documentation, drawings, schematics, manuals, data, and other information and material provided by PROPOSERS which contain confidential, commercial, or financial information; trade secrets; or proprietary information as defined in or pursuant to the laws of the State of California against disclosure of such information and material to third parties, except as permitted by the Agreement in the case of successful PROPOSER. The PROPOSER shall be responsible for ensuring that confidential, commercial, or financial information; trade secrets; or proprietary information, with such determinations to be made by SCLTC/STA in its sole discretion, bears appropriate notices relating to its confidential character. PROPOSER will indemnify SCLTC/STA against any claims related to disclosure of all such material.

Section 4 – Procurement Terms and Conditions

4.1 Ethics in Public Contracting

Each PROPOSER, in submitting its proposal, certifies it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act by submitting a proposal, the PROPOSER certifies its proposal was made without fraud; that it has not offered or received any kickbacks or inducements from any other PROPOSER in connection with the offer, and that it has not conferred on any public employee, public member, or public official having responsibility for this procurement transaction, any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value. The PROPOSER further certifies that no relationship exists between itself and the SCLTC/STA or another person or organization that interferes with fair competition or constitutes a conflict of interest with respect to a contract with the SCLTC/STA. A completed and signed “Non-Collusion Affidavit” form is required to be submitted with all proposals (Form 5).

4.2 Single Proposal Response

If only one proposal is received in response to this RFP and it is found by SCLTC/STA to be acceptable, a more detailed price/cost proposal may be requested of the single PROPOSER. A price or cost analysis, or both, possibly including an audit, may be performed by or for SCLTC/STA of the detailed price/cost proposal in order to determine if the price is fair and reasonable. The PROPOSER has agreed to such analysis by submitting a proposal in response to this RFP.

4.3 Availability of Funds

This procurement is subject to the availability of funding. SCLTC/STA's obligation hereunder is contingent upon the availability of appropriated funds from which payment for the Contract purposes can be made. No legal liability on the part of SCLTC/STA for any payment shall arise until funds are made available to the Project Manager for this Contract. Any award of Contract hereunder will be conditioned upon the continued availability of funds for the Contract.

NOTE: Any costs, expenses or amounts due under or in any way related to Agreement are solely to be paid from funds obtained from the California State Transportation Agency or State of California, together with all monies collected through the farebox or other sales, and in no event shall Agreement obligate any other SCLTC or STA fund sources.

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1.0 - Operations Functions

CONTRACTOR shall provide shuttle services between various locations within the City of Mt Shasta and the Mt Shasta Ski Park (4500 Ski Park Hwy, McCloud, CA 96057). CONTRACTOR shall be responsible for safe and reliable transportation services including supervision of daily activities of all drivers, dispatchers, and other personnel necessary to support system operations. CONTRACTOR shall develop, implement, and maintain formal procedures to be used for system monitoring and road supervisory functions.

CONTRACTOR shall cooperate with STA in meeting the objectives of providing quality transportation services. CONTRACTOR shall perform close liaison activities, coordination, and cooperation with STA on matters related to operations, monitoring, reporting, marketing, and service performance measurements.

CONTRACTOR is expected to advise STA on suggestions that will improve service effectiveness, efficiency and/or safety.

CONTRACTOR shall provide operations that conform to all the requirements of Federal, State, and/or local regulatory agencies, including the California Highway Patrol, California Public Utilities Commission, and U.S. Department of Transportation, if applicable.

The Staffing Plan and Organization, Operations Methodology and Plan, Reporting Requirements, Technology Plan, and Start-up Plan submitted in CONTRACTOR'S proposal, as modified by CONTRACTOR and STA during the procurement process and approved by STA (collectively, "the Implementation Program"), are incorporated into this Scope of Work as those fully set forth herein. Except as provided otherwise in this Agreement, including this Scope of Work, CONTRACTOR shall implement and comply with the Implementation Program.

STA shall be responsible for all planning activities related to schedules, days and hours of operation, bus stop locations, location of street furnishings, preparation of planning documents, budgets, grant applications and related documentation, and other such activities related to overall system administration.

2.0 - Definitions

As used throughout the RFP, Exhibits, Attachments and Forms, the following terms shall have the meanings set forth below:

▪ **Agreement:** also "Contract" is the agreement to be entered into by STA and the successful proposer for the Scope of Work described in this RFP, the RFP, Proposer's Response, all Attachments, Exhibits and documents collectively comprise the Agreement.

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- **Advance Reservation:** The process of requesting trips and receiving trip confirmation prior to the day service is requested.
- **Americans with Disabilities Act of 1990 (ADA):** Federal civil rights legislation which mandates accessibility for people with disabilities.
- **CHP:** California Highway Patrol.
- **STA:** Siskiyou Transportation Agency
- **CONTRACTOR:** “Proposer” selected and under contract with the Siskiyou Transportation Agency to provide public transportation services.
- **Days:** Means business days recognized by STA, except as otherwise specifically indicated herein.
- **Deadhead:** Refers to miles or hours when a vehicle is not in revenue service including travel from the CONTRACTOR’s parking facility to the first pick-up, and from the last drop-off back to the CONTRACTOR’s parking facility. **The travel between scheduled pick-ups and drop-offs, regardless of whether a passenger is on board, is not deadhead.**
- **Driving:** Operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. “Driving” does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.
- **Federal Transit Administration (FTA):** A branch of the U.S. Department of Transportation (USDOT) established to improve transportation throughout the nation. The FTA provides funding and assistance to regional transportation agencies, among various other programs.
- **No-Show:** A scheduled passenger who does not appear at the designated location for vehicle boarding within 5 minutes of an on-time vehicle arrival or calls the reservation office to cancel the trip less than one (1) hour before the scheduled pick-up time.
- **Road Call:** A failure of a revenue service vehicle that causes a delay to service, and which necessitates removing the vehicle from service until repairs are made.
- **Preventable Accident/Incident:** An accident/incident where the driver could have, but failed, to properly identify an incident-producing situation soon enough to take reasonable and prudent action to avoid a collision or an injury.

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▪ **Vehicle Revenue Hours:** A vehicle is available for passenger transport from the time it arrives at its first pick-up address and ends when it has completed its last passenger drop-off. If the first scheduled pick-up is a no-show, the vehicle arrival time at that stop shall still be used for computation of revenue vehicle hours; however, this rule shall not apply to late trip cancellations. Vehicle revenue hours are also known as “revenue vehicle hours” and “vehicle service hours”.

Vehicle revenue hours, for all services, shall exclude any meal breaks, service breaks, fueling time, mechanical breakdowns and time a vehicle is down due to an accident. Drive time to and from breaks and lunch breaks shall be excluded.

▪ **Vehicle Revenue Miles:** The mileage incurred by a vehicle while operating a vehicle in revenue service. It does not include fueling, training, road tests, trips to and from maintenance facility. It is intended that the STA’s definitions of Vehicle Revenue Hour and Mile be identical to those of the National Transit Database.

▪ **STAGE:** Siskiyou Transit and General Express – public transit agency covering most of Siskiyou County.

3.0 - Description of Service

CONTRACTOR will be responsible for overall administration and operation of reservation-based shuttle services including customer service, reservations, and ticket sales.

The CONTRACTOR will be required to provide all staffing, ADA compliant vehicles, equipment including ski and snowboard equipment racks, and other supplies required for service operations.

CONTRACTOR will provide two trips from various locations within the City of Mt Shasta to the Mt Shasta Ski Park with an expected arrival time at the ski park between 7:30 and 9 a.m. each Saturday between mid-December and mid-March. The expected beginning date and end dates of service will be dependent on the opening and closing dates of the Mt Shasta Ski Park.

The service will provide two return trips from Mt Shasta Ski Park back to various locations within the City of Mt Shasta. The anticipated departure times from the ski park are expected to occur between 3:30 p.m. and 6 p.m. Final departure times will be negotiated with the selected contractor prior to the contract award.

CONTRACTOR will be responsible for all costs related to operations of office space including phone, internet, and equipment, if required.

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CONTRACTOR will be required to maintain vehicles at a standard equivalent to Federal Transit Administration regulations.

CONTRACTOR will be required to comply with all Federal Transit Administration regulations regarding pre-employment and random drug testing required for public transit operations.

CONTRACTOR shall be responsible for ensuring that the revenue service it operates is per the agreed upon schedule; any deviations from the agreed upon schedule must be approved by STA in writing.

The proposed service will be funded by Senate Bill 125 (State) revenue. CONTRACTOR will be responsible for collecting established fares from passengers and reporting to STA on revenue collected, vehicle revenue hours, vehicle revenue mileage, and ridership by trip in accordance with Section 19.

4.0 - Operations Management - Overview

CONTRACTOR shall be responsible for the management and operation of services as stated in the Request for Proposal and this Scope of Work.

CONTRACTOR shall continually monitor operations, facilities and equipment and shall, from time-to-time and as warranted, advise STA and make recommendations to it upon observed deficiencies and needed improvements. The STA shall retain all authority, however, to make determinations and to act on such recommendations. All facilities, equipment, and services required in the operation and management of said services shall be furnished by CONTRACTOR.

CONTRACTOR shall coordinate, manage, and control all necessary program activities which shall include, but may not be limited to: provide vehicle operators and all project personnel, train personnel as necessary, develop administrative procedures, compile financial and nonfinancial records, provide customer service, respond to STA requests in the event of an emergency, and develop methods to improve effectiveness and maximize service efficiency.

CONTRACTOR will obtain and provide all required federal, state, and local approvals and permits and will ensure that all vehicle operators are properly licensed for the services they are providing. CONTRACTOR must also have all applicable state and local business licenses or procure same prior to the start of service.

CONTRACTOR is required to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving CONTRACTOR-owned or CONTRACTOR-rented vehicles; Privately-owned

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vehicles when on official contract related business or when performing any work for or on behalf of STA.

5.0 - Personnel and Staffing

Operations Manager: CONTRACTOR shall designate an Operations Manager who shall provide overall management and supervision of operations under the terms of this AGREEMENT. The Operations Manager shall work cooperatively with STA's Executive Director on matters relating to service quality, providing operational and other data as described in this Agreement, responding to comments from STA, passengers and the general public, and responding to specific requests for other assistance as the need arises.

5.1. Employee Selection and Performance

CONTRACTOR shall furnish all vehicle operators, vehicle detailers, dispatchers, road supervisors, reservationists, administrative personnel, management and any other personnel services necessary for providing services as described in this RFP, Scope of Work and Agreement.

CONTRACTOR shall make all reasonable efforts to ensure that employees who have contact with the public in the course of their duties are of good moral character. Any such employee who is convicted of a felony or of a crime involving moral turpitude before or during the time of his/her employment shall not be permitted to perform services under this AGREEMENT.

CONTRACTOR shall be responsible to ensure bilingual services (Spanish and English) are available for any passenger wanting to utilize the service in accordance with STAGE's Title VI Program (See Attachment 4).

CONTRACTOR shall at all times comply with applicable state and federal employment laws, including Section 1735 of the California Labor Code and Title VI of the Civil Rights Act of 1964, as amended.

CONTRACTOR shall be solely responsible for performance of its employees and shall take appropriate action to ensure employees perform in a professional and acceptable manner. This shall include the regular practice of ride checks and a CONTRACTOR provided monitoring system to assess the operator's performance.

Upon written demand of STA, CONTRACTOR shall immediately remove ANY employees whom STA considers unsuitable for such work from activities associated with this AGREEMENT. Removed employees must be replaced within twenty-four (24) hours or as agreed to between STA and CONTRACTOR.

5.2. Vehicle Operator Hiring Requirements

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As a part of Operator Recruitment, STA requires the following qualifications for employment:

- All operators must hold and maintain appropriate California driving license based on vehicle seating capacity as required by the California Division of Motor Vehicles (DMV), CHP, State and Federal regulating agencies to operate in revenue or non-revenue service.
- Have no more than three (3) moving violations or accidents within the preceding three-year period;
- Have no convictions for misdemeanor or felony driving under the influence (DUI) or no failures to appear; a felony, violent crime, or a crime of moral turpitude;
- CONTRACTOR shall procure background checks before hiring any operator. The background check shall be available for inspection on request by STA.
- CONTRACTOR shall screen the California Division of Motor Vehicle Record (DMV Record) of each prospective operator.
- All operators must be able to read and speak the English language sufficiently to, at minimum, converse with the general public, understand highway traffic signs and signals, understand street signs and maps, understand routes, schedules and detour notices, respond to dispatch, and legibly fill out incident and accident reports, and any other document or report requested.

5.3. Background Check

CONTRACTOR shall use appropriate employee screening and selection criteria to ensure the employment of the best qualified applicants available, emphasizing competence, courtesy, reliability, and good customer service skills. It is also important to STA that employees can communicate in English with customers and complete written reports in a clear, concise, and legible manner. These criteria shall include, but not be limited to, checking an applicant's driver's license records through the California Department of Motor Vehicles, pre-employment physical examinations, and drug/alcohol screening tests. In addition, CONTRACTOR shall conduct a "Live Scan," or Department of Justice and/or FBI fingerprint background check, to determine criminal background of employees. The background checks must be completed prior to hiring and every two years by the CONTRACTOR. Under no circumstances shall a "conditionally" hired employee perform job duties before background results are received.

At any point during the terms of this Agreement, STA reserves the right to review CONTRACTOR's employee records with forty-eight (48) hours notice to confirm compliance with the provisions of this Agreement.

5.4. Drug and Alcohol Program

CONTRACTOR shall develop, implement, and maintain a drug and alcohol testing program compliant with 49 CFR Part 40 program requirements. The drug and alcohol

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testing program shall be subject to STA approval and for all employees in safety-sensitive positions including personnel engaged in the operation and control of transit vehicles and equipment. Such program will meet all applicable federal requirements promulgated to implement the Omnibus Transportation Employee Testing Act of 1991 and related supplements and amendments.

CONTRACTOR shall provide pre-employment, post-accident, reasonable suspicion, and random drug and alcohol testing of CONTRACTOR employees assigned to this contract in safety-sensitive positions, as required by Federal, State and local governments and the RFP. CONTRACTOR shall provide STA with a copy of its drug and alcohol program and any certifications and forms required by FTA. CONTRACTOR shall identify the drug testing center that shall be used.

CONTRACTOR shall submit annual Drug and Alcohol MIS reports to STA, as needed to comply with reporting deadlines.

6.0 - Training Requirements

CONTRACTOR shall develop, implement, and maintain a formal training and retraining program which shall be subject to review and approval by STA. An outline of the training program, including periodic updates, shall be on file in the office of the STA Executive Director. All drivers, dispatchers, telephone information personnel, and supervisors shall participate in the program.

CONTRACTOR shall implement and maintain a specific training and retraining program for all drivers. The program must provide a fixed minimum number of hours of training for new employees, including classroom instruction, behind the wheel training under supervision of a certified instructor, and in-service training. The program shall include, but not necessarily be limited to, instruction covering applicable laws and regulations and defensive driving practices, passenger assistance techniques, accident/incident procedures, radio procedures, operating policies and procedures, employee work rules, vehicle safety inspection, equipment care, customer relations and passenger conduct. Drivers shall be trained on operation of CONTRACTOR's various types of vehicles, wheelchair lifts / ramps and securement systems, and other equipment which they may be expected to use while providing the requested service. STA shall have access to all materials and records of CONTRACTOR'S training and retraining program at any time upon reasonable notice.

CONTRACTOR shall prepare and furnish a DRIVER'S MANUAL to all drivers, dispatchers, telephone operators, supervisors and to STA. Contents of the DRIVER'S MANUAL shall include the following subject areas: driver's rules; accident/incident policies; radio policies and procedures; fare collection policies and procedures; video surveillance policies and procedures, fog and inclement weather policy; vehicle inspection, care and maintenance policy and procedures, reporting procedures and

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pertinent sample forms. CONTRACTOR shall provide notice to STA of any disciplinary action taken against any driver or operator of any nature that may affect the safety of operations.

Dispatchers, reservationists, supervisors, and any other personnel who may from time-to-time be assigned to telephone information or reservation lines shall be trained in customer relations skills, telephone manners, accident/incident procedures, fares, reservation procedures, and operating policies. Operations control personnel assigned to trip scheduling and vehicle dispatching duties shall have a detailed knowledge of applicable procedures and professional techniques.

6.1. Initial Operator Training

CONTRACTOR shall provide documentation that all Operators have completed the required training and obtained a Verification of Transit Training (VTT) document from the California Department of Motor Vehicles.

The training must include a minimum of forty (40) hours of classroom time, which includes the following topics:

- Pre-trip inspection
- Fare collection procedures
- Recording required reporting information including Vehicle ID, Route, Run, Trip, Service and Revenue Odometer Readings.
- Data collection system for arrivals, departures, no-shows, and cancellations;
- Radio use; radio procedures and requirements; and dispatch and call-in requirements.
- On-time performance procedures
- Detour procedures
- Equipment rack usage
- Emergency accident and incident procedures and reports
- Defensive driving
- Layover and relief procedures
- Effective customer service practices
- Passenger relations, including dealing with difficult and problem passengers.
- Specialized elderly and disabled instruction, including ADA regulations, wheelchair lift procedures and sensitivity training.
- Bloodborne Pathogens Exposure

A minimum of twenty (20) hours of individual behind-the-wheel initial training shall also be provided by a qualified trainer. Individual behind-the-wheel instruction is defined as the number of hours that the student is behind-the-wheel with a trainer instructing one-on-one.

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6.2. STA-Provided Training

CONTRACTOR shall participate in, and make provisions for, STA to schedule and provide the following training to CONTRACTOR staff as necessary and pertinent over the course of the CONTRACT term:

- Title VI: STA shall provide annual training to CONTRACTOR staff in compliance with Title VI requirements of the Civil Rights Act of 1964.
- STA may provide any additional training not listed herein, but presented during the course of the contract term.

6.3. Refresher Operator Training

On an annual basis, CONTRACTOR shall conduct an eight (8) hour refresher training course for its operators as required by the DMV in order to maintain VTT. This refresher course will include fare collection, defensive driving techniques, inclement weather driving techniques, and effective customer service practices. In addition, if an operator receives a valid customer service complaint, CONTRACTOR shall review customer service practices with the operator.

6.4. Special Retraining

CONTRACTOR shall provide special retraining for operators who have been involved in a preventable accident, who fail to follow proper procedures, or who fail to use equipment correctly. Special retraining shall be made available for operators who may require it due to an extended leave of absence.

7.0 - Vehicles and Equipment

CONTRACTOR will maintain vehicles, including leased vehicles, in a clean, orderly, and safe manner and in accordance with the RFP and this Scope of Work. STA shall have the right to inspect, at any and all times to verify CONTRACTOR compliance with the foregoing.

CONTRACTOR shall ensure that sufficient spare vehicles are inspected and ready to place into revenue service, if needed, to ensure that there are no delays in scheduled revenue service.

Operation of vehicles utilized by CONTRACTOR in the performance of this Agreement shall comply with all applicable Federal, State, and local laws and regulations governing vehicles used for common carrier passenger transportation.

All (electronic and tangible) data collected, stored, and produced by any CONTRACTOR owned (or controlled) technology shall become the property of STA, and STA shall dictate

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to CONTRACTOR how such data shall be provided to STA upon its request. CONTRACTOR shall further retain such data for an amount of time specified by STA.

Alterations (minor or major) to CONTRACTOR equipment must be made in accordance with applicable Federal, State, or local regulations regarding modifications to public transit vehicles. Any modifications or alterations to CONTRACTOR-owned vehicles or equipment shall be performed at CONTRACTOR expense.

8.0 - Vehicle Operation Requirements

8.1 Operator Responsibilities and Procedures

CONTRACTOR shall ensure that operators comply with the following requirements while operating vehicles. Failure to comply with these requirements may result in termination of the contract.

1. All employees are responsible for immediately reporting any defects a vehicle may have. Drivers shall conduct a "walk around" pre-trip inspection of their vehicle, as well as a post-trip inspection, and fill out a "daily vehicle inspection" sheet. Drivers shall have CONTRACTOR supervisory personnel resolve any doubt about the safety of a vehicle prior to placing vehicle in service. See subsection 19.4 for more information on Daily Vehicle Inspection requirements.
2. CONTRACTOR shall ensure a sufficient number of operators, both regularly scheduled and extra board (cover or relief), to provide consistent and reliable service.
3. Follow all local, state, and federal road laws, including wearing a seatbelt.
4. Refrain from cell phone usage while the vehicle is in motion.
5. Wheelchair ramps shall be cycled prior to in-service use during each driver's pre-trip inspection. Ramp failures shall be reported to the designated CONTRACTOR supervisor immediately and taken out of service. Manual operation of the ramp is considered a failure.
6. Ensure securement of wheelchair passengers in such a manner to ensure their comfort and safety and those of surrounding passengers shall not be compromised for the duration of the trip.
7. Verify passenger gear (i.e. skis, snowboards) are properly secured.

In addition, operators must uphold the STA's high-quality customer service expectations by performing the following in the course of their duties:

1. Proactively communicate with passengers to disclose, explain, or answer questions about service options.
2. Treat all passengers with courtesy, respect, kindness and sensitivity.

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3. Collect fares and submit through appropriate procedures for revenue tracking and reporting.
4. Record ridership counts in accordance with approved procedures.
5. Assist in the distribution and collection of survey sheets or other data as needed.
6. Proactively communicate with passengers to disclose, explain, or answer questions about unscheduled stops, recovery points, driver switches, or other interruptions to service, including the approximate amount of time each occurrence will last.
7. Provide feedback to STA on issues noticed while on route that may affect the service.
8. Collect data and survey information from passengers, as necessary.
9. When requested, provide passenger assistance during boarding or alighting.

8.2. Physical or Mechanical Damage to Vehicles

CONTRACTOR shall be liable for the cost of repairing or replacing any physical or mechanical damage to vehicles operated under this contract.

CONTRACTOR shall be responsible for the total cost of repairing physical damage to buses that occurs under CONTRACTOR's control, and occurred as a result of CONTRACTOR's negligence, fault, error, poor judgment, or inattention.

8.3. Motor Vehicle Fines or Fees

The STA will not be responsible for payment of any traffic or parking ticket fines incurred by any of CONTRACTOR's employees.

9.0 - General Rules

CONTRACTOR shall ensure its employees abide by the following rules. Failure to comply with these rules may result in termination of the contract.

1. No eating or drinking while a vehicle is in motion.
2. Boisterous language, profanity, or incivility to anyone shall not be allowed while operating in revenue service.
3. Drivers shall be responsible for keeping all vehicles clean and sanitary during their shift.
4. No one shall be permitted to solicit on the vehicle without prior authorization by STA.
5. No animals, except service animals, shall be permitted on the vehicle.
6. Backing of a vehicle is strongly discouraged.

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7. Drivers shall record all fares collected and recorded ridership data in the format required by STA.
8. Gratuities shall not be accepted.
9. Drivers shall comply with all federal ADA rules and regulations.
10. No using personal cellular telephones or other personal communication devices while the vehicle is in revenue service. Contact from third parties shall be allowed only through dispatch.
11. CONTRACTOR staff shall abide by all Seat Belt Use laws while providing service as outlined in this CONTRACT.
12. While at work under this CONTRACT, no employee shall purchase, consume, or be under the influence of any narcotic, intoxicant, harmful drug, or prescription drugs that impair performance.
13. Employees must conduct themselves and operate vehicles in a safe and courteous manner at all times.
14. All information regarding accidents and incidents shall be confidential. Employees shall refrain from speaking to anyone concerning any accident or incident unless it is to the police, STA staff, or authorized parties designated by STA.
15. Anyone under the influence of any intoxicant, narcotic, or harmful drug, who endangers the safety of the driver, other passengers, him or herself, or vehicle equipment, shall not be permitted on the vehicle.
16. No vehicle shall stop at an unsafe location.
17. No vehicle shall be operated when its condition is unsafe or uncertain.
18. No driver shall operate the wheelchair ramp until they have received the mandated training; and if there is any doubt whatsoever about the mechanical condition of the ramp/lift or safety of the passenger as a result of using the ramp. Wheelchair ramp operation shall be in compliance with the methodology recommended by the OEMs.
19. Drivers shall not be allowed to leave their vehicle unattended when passengers are onboard.
20. No vehicle shall be fueled while passengers are on board.
21. Drivers shall notify the Operations Manager immediately after an incident.
22. The Operations Manager shall notify STA within 4 hours of an incident or accident occurring.
23. Drivers shall not drop off passengers other than at designated locations, unless road construction deviation requires it.

10.0 - Dispatch and Scheduling Requirements

10.1. Dispatch Log

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CONTRACTOR will be required to keep a daily dispatch log, which shall be submitted to STA in accordance with the requirements outlined in subsection 19.1, which shall include, but not be limited to:

- Vehicle Assignment
- Operator assignment
- Start and end times
- No-shows
- Vehicle Breakdown List/Road calls
- All other incidents or dispatch calls that include, but are not limited to, passenger issues, confrontations, occurrences, or other unexpected occurrences that vary from normal or expected system operation.

10.2. Telephone Reservations; Customer Contact Standards

CONTRACTOR shall provide a telephone line for reservations requests and an automated answering system has the capability for callers to leave a message for trip reservations, information requests, reporting complaints, etc.

11.0 - Ticket and Pass Sales

CONTRACTOR shall manage all matters related to seat reservation and fare collection, to include selling tickets, managing available seats per trip, cancellation of reservations, refunds of tickets, and providing general customer service to the public.

12.0 - Fares; Fare Collection

All fares collected are property of STA. Fare collection and related security measures shall be the sole responsibility of CONTRACTOR. CONTRACTOR shall assure that each patron pays the appropriate fare prior to being provided transportation service.

STA reserves the right to amend the fare structure. Any changes to the fare structure shall be communicated to CONTRACTOR in writing at least ten (10) days in advance of taking effect. CONTRACTOR shall not deny access to any person paying a valid fare without specific permission from STA. CONTRACTOR will not issue free passes, free rides, or discounted fares without prior approval from STA.

CONTRACTOR shall, in accordance with a procedure specified by STA, account for revenues collected on vehicles and provide detailed documentation to STA. STA reserves the right to audit revenues and deposits.

13.0 - Passenger Amenities

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STA shall purchase, install, maintain, and replace all passenger amenities if appropriate. Such furnishings shall include bus stop signs and posts, benches, shelters and the like.

14.0 - Bus Cleaning and Appearance Standards

CONTRACTOR is required to maintain the inside and outside appearance of vehicles in a neat, safe, and operable condition. Such cleaning will include removal of all dirt, debris, and graffiti. Vehicle exteriors must always be maintained for an aesthetically pleasing appearance. All costs for cleaning agents, supplies and labor for cleaning, sanitizing and fumigation of vehicles are the responsibility of CONTRACTOR.

Seats shall be maintained in proper operating condition.

CONTRACTOR shall ensure that all vehicles used in revenue service meet the highest standards of cleanliness and appearance.

15.0 - Advertising and Promotion

CONTRACTOR shall be responsible for printing Brochures and Time Schedules and distributing materials to passengers, agencies, outlets, and on the vehicles, by mail or other means, as directed by STA. CONTRACTOR will work with agencies designated by STA for promotion of services.

STA may periodically require CONTRACTOR operators to distribute materials and/or collect information to/from passengers. In most instances, this will be service-related materials regarding detours, proposed route changes, or passenger surveys. STA will provide specific instructions to CONTRACTOR with the materials to be distributed and/or collected.

CONTRACTOR shall not post, distribute or place any printed materials in or on any vehicle operated under this agreement without prior approval by STA.

STA may prepare, place, schedule, and pay for advertising and promotional materials designed to inform patrons of shuttle services and to promote ridership. CONTRACTOR shall ensure all vehicles, and any office area are always stocked with brochures.

STA may retain a marketing CONTRACTOR to provide advertising on the bus exterior if it determines the advertising financially feasible. During the term of Agreement, CONTRACTOR will cooperate in marketing and advertising efforts with STA and other parties.

16.0 - Public Information Media Requests

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CONTRACTOR shall not initiate any advertising or promotional activities on behalf of STA without prior authorization or cooperation from STA. CONTRACTOR shall, however, cooperate with STA in any such activities initiated by the STA by making available needed equipment, facilities, and personnel at an agreed upon cost. CONTRACTOR also shall dispense informational publications, respond to patron requests for information, act as a liaison and provider of information with, and to, community agencies and groups, and do all other things to assist and support STA's advertising and public information and marketing efforts.

News media inquiries regarding STA's services shall be forwarded to STA's Executive Director for handling and replies. CONTRACTOR shall, however, designate an individual who is authorized to speak on behalf of CONTRACTOR, should such a resource or reference be needed, as determined by STA.

There will be times when the services operated by CONTRACTOR are the topic of discussion at public meetings. Upon request, CONTRACTOR management staff shall be required to attend such meetings. Whenever possible, STA will notify CONTRACTOR in advance of concerns that might be raised. Should comments be directed to CONTRACTOR regarding operational issues, CONTRACTOR shall submit to STA within seven (7) days a plan to address the issues discussed.

17.0 - Customer Service

17.1. Customer Contact and Standards

CONTRACTOR'S employees shall treat all passengers in a courteous and respectful manner consistent with good business practices. If STA determines that a pattern of indefensible customer service relations complaints is established, CONTRACTOR shall upgrade its customer relations training program to STA'S satisfaction and retrain its personnel as necessary to reduce complaints.

CONTRACTOR has provided, as part of its Proposal, and STA has approved, customer service standards that CONTRACTOR expects its employees to uphold while on duty and when providing customer service. CONTRACTOR has also provided a proposed training program, which STA has approved, describing how employees will be trained and held to these standards during the course of employment. CONTRACTOR shall implement the approved customer service standards and training program during the term of this Agreement. No changes shall be made to same without the prior written approval of the STA Executive Director.

17.2. Complaint Investigation and Response

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Passenger and other complaints on service operation are an adverse reflection on both CONTRACTOR and STA. It is in the best interest of both parties under this Agreement to minimize complaints against transportation services.

A complaint is defined as any written or verbal communication provided to CONTRACTOR, which adversely reflects on STA'S operation of services as provided by the CONTRACTOR, or which relates to any incident involving a CONTRACTOR operated vehicle and/or operator, or any other CONTRACTOR employee under this AGREEMENT.

CONTRACTOR shall develop, implement, and maintain formal procedures, subject to STA review and approval, to address complaints. Every complaint, concern, suggestion, or commendation received by CONTRACTOR must be investigated and responded to within seventy-two (72) hours of receipt and copy forwarded to STA.

Any complaints that concern bus safety issues, driver behavior including rudeness, discourtesy, etc., that may result in disciplinary action, must be thoroughly investigated with appropriate action taken and documented.

Any complaints, suggestions, or commendations received by CONTRACTOR shall be immediately input into a complaint tracking system, to be mutually agreed upon by STA and CONTRACTOR. All complaints in this system shall then be forwarded to STA for record keeping purposes.

17.3. Road Calls

In the event of a vehicle failure while in service, scheduled passengers of failed vehicle must be transported as expeditiously as possible. Time is of the essence; CONTRACTOR shall develop a plan that results in minimal service disruption to ensure on-time performance. The failed vehicle should be removed from the street within two hours of the request for the road call unless unusual circumstances exist. Road calls are to be documented in the Dispatch Log.

18.0 - Contractor Invoicing

CONTRACTOR shall submit monthly invoices/billing statements detailing the services performed during the billing period. Each invoice/billing statement must provide a description of the work performed during the invoice period. CONTRACTOR shall present costs within the given month, in the agreed upon format, by which STA shall compensate CONTRACTOR.

STA will endeavor to pay approved invoices/billing statements within 30 calendar days of their receipt. STA reserves the right to withhold payment to the CONTRACTOR if STA determines that the quantity or quality of the work performed is unacceptable. STA shall

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provide written notice to CONTRACTOR within ten business days of STA'S decision not to pay and the reasons for non-payment, as based on STA assessment of CONTRACTOR'S performance against contract requirements.

One copy of the invoice shall be submitted, as well as any reports that are required by STA to accompany the monthly invoice, to STA by the seventh (7th) business day of the following month for work performed by CONTRACTOR within the prior month. Remit all invoices to:

Siskiyou Transportation Agency
Melissa Cummins, Executive Director
190 Greenhorn Road
Yreka, CA 96097

19.0 - Reporting Requirements

19.1 Operational Reports

All operational reports and operating statistics from the CONTRACTOR shall be checked for accuracy before they are presented to the STA. Documents shall be provided via email. CONTRACTOR shall provide written monthly reports no later than the seventh day of the following month. STA may require CONTRACTOR to provide more frequent reporting than described herein at any time, at its discretion. Monthly reports shall include:

- Invoice/Billing Summary
 - Total Vehicle Revenue Hours
- Dispatch Log:
 - Daily Driver Summary Log - Daily written summary of all trips.
 - Trip start and end time
 - Late and missed trips
 - Vehicle Breakdown List/Road calls
 - All other incidents or dispatch calls that include, but are limited to, passenger issues, confrontations, occurrences, or other unexpected occurrences that vary from normal or expected system operation.
- Daily Operational Report - Report shall include current reports of the following items:
 - Trip Passenger Counts
 - Vehicle Revenue Hours
 - Non-Revenue Vehicle Hours
 - Vehicle Revenue Mileage
 - Non-Revenue Vehicle Mileage

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- Any Supplemental Service dispatched beyond the scheduled service to address on-time performance or load issues
- Daily Ticket Sales - Summary of daily ticket sales
- Daily Passenger Complaint Report – Report shall include all incidents or complaints received that week; including status, follow-up, and resolution.
- No Show/Cancellation of Trips Log - Listing of No Shows, Trip Cancellations and Related Details as specified by STA.
- Unusual Incidents Report – summary of any passenger incidents that occurred during the operational day.

19.2 Other Reports

Quarterly Reports

- Drug and alcohol program report

Annual Reports

- Drug & Alcohol MIS Report
- EEO Report

FTA Triennial Review

- CONTRACTOR shall assist STA wherever necessary during the Triennial Review process conducted by STA's external auditor.

19.3. National Transit Database (NTD) Reporting

CONTRACTOR shall track Revenue Service Miles and Hours, Total Miles and Hours, and Deadhead Miles/Hours per NTD definitions outlined below:

- a. Revenue Service (Miles/Hours): The time when a vehicle is available to the passengers and there is an expectation of carrying passengers.
- b. Deadhead (Miles/Hours): Deadhead includes the miles and hours that a vehicle travels when out of revenue service such as in the following scenarios:
 - 1) Pull-In and Pull-Out movements of a revenue vehicle without fare-paying passengers;
 - 2) Changing routes when there is no expectation of carrying revenue passengers;
 - 3) Vehicles traveling from a dispatching point to the first passenger pick-up point are considered deadheading and are not included in revenue service.
 - 4) Vehicles traveling back to a dispatching location are considered deadheading.

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- 5) Vehicles traveling with or without passengers while available to carry passengers between pick-up/drop-off points are considered NTD revenue service miles/hours.
 - 6) If vehicle storage is different from the dispatching location, travel between these locations is considered deadheading.
- c. Revenue Service Miles/Hours: Revenue service miles and Revenue service hours include all travel and time from the point of the first passenger pick-up to the last passenger drop-off, excluding lunches or breaks if any, as long as the vehicle does not return to the dispatching point. In addition, Revenue service miles/hours include the distance and time to pick up the next passenger. This should be “actual” data and not scheduled.
 - d. Total Miles/Hours: Total miles and total hours include the distance and time from gate departure to gate return, excluding lunches or breaks, if any. NTD Total Miles/Hours include revenue service and deadheading to and from the yard facility.

Vehicle Pre/Post-Trip Inspection time, training and maintenance travel and time are not included in NTD Total Miles and Hours. This data is actual and not scheduled and shall be recorded as “other” miles.

19.4. Daily Vehicle Inspection Reports

Each operator shall inspect vehicles daily before pulling out of the CONTRACTOR’s facility in accordance with State requirements. CONTRACTOR must allow sufficient time to conduct this inspection without delaying scheduled revenue service.

If there are any defects, including exterior body damage, dents, scratches, etc., the driver must enter the defects on a Daily Vehicle Inspection (DVI) report, or similar CONTRACTOR provided document, as required by the California Vehicle Code. Even if there are no defects, the driver must sign and date the DVI report prior to leaving the yard. DVI’s shall remain with the vehicle.

A vehicle with a DVI showing defects must be inspected and appropriate action taken on items noted on the report. After repairs are performed, the CONTRACTOR’S mechanic must sign the DVI report. Once this is completed, the DVI report becomes a permanent record in the vehicle file for that vehicle and must be available for review/inspection at all times.

CONTRACTOR shall submit its proposed Daily Vehicle Inspection (DVI) Reports, checklists and any other applicable reports to STA for approval/revisions prior to service start-up.

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CONTRACTOR shall require operators to complete and record pre-trip inspection prior to vehicle use and post vehicle use using a DVI Report. In addition to the DVI reports, all operators shall perform the following tasks prior to vehicle use:

- Accident Kit. Check to ensure the accident kit is properly attached in the driver's compartment. If the accident kit is missing Driver should notify the CONTRACTOR's supervisory personnel immediately.
- Seat Securement. Inspect individual seat inserts to ensure proper securement to the seat frame. If the seat is not secure, the operator will immediately report to the Operations Manager.
- Lights. All lights including the high beams will be checked daily upon the morning startup.
- Wheelchair Ramp and Lift. The wheelchair ramp and lift on each vehicle shall be cycled one complete cycle prior to departure from CONTRACTOR's yard each day. If the wheelchair ramp or lift fails to complete the cycle, the failure must be reported to the Operations Manager and another vehicle must be assigned for the day.
- Conduct a full walk-around inspection of vehicle exterior body, frame, bumpers, wheels to record any visible body damage, including scratches, dents, and other blemishes.

19.5. CHP Terminal Inspections

CONTRACTOR may be subject to annual terminal inspections conducted by the Motor Carrier Unit of the California Highway Patrol (CHP). CHP Terminal inspections are conducted annually on a portion of randomly selected vehicles. CONTRACTOR shall ensure that vehicles used in the service of this Agreement meet all applicable State and Federal safety requirements.

CHP also reviews records of operators to ensure compliance with State and Federal regulations. CONTRACTOR must attain a satisfactory rating in the driver records category of the Safety Compliance Report. Any deficiencies noted in the Safety Compliance Report must be corrected immediately by CONTRACTOR. In the event CONTRACTOR does not receive a satisfactory or passing score on a reexamination within 30 days of the initial inspection CONTRACTOR will cease all operations until it has obtained a satisfactory rating. If CONTRACTOR fails to secure a satisfactory rating within 45 days of the inspection, STA may terminate this agreement.

19.6. Incident Investigation and Reporting

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CONTRACTOR shall notify designated STA staff by telephone within four hours of an incident, accident or occurrence. Such occurrences to be addressed include, but are not necessarily limited to passenger disruption, any injury incident, and any accidents.

CONTRACTOR shall interview the operator involved to ensure the clarity, accuracy and comprehensiveness of a report. CONTRACTOR shall provide all accident and incident reports (if available, also from law enforcement) to STA within twenty-four hours of the occurrence and provide backup documents and photos within two business days of the occurrence.

CONTRACTOR shall develop, implement, and maintain formal procedures, subject to STA review and approval, to respond to accidents, incidents, and service interruptions.

The STA's claims are handled by the California Transit Indemnity Pool. In the event of an accident or incident involving alleged bodily injury or property damage arising from work performed by CONTRACTOR, CONTRACTOR shall fully cooperate with CalTIP's Claims Administrator and Litigation Service Manager in the investigation, resolution or litigation of claims or lawsuits arising from the accident or incident.

19.7. Maintenance, Audit and Inspection of Records

All CONTRACTOR and subcontractor costs incurred in the performance of this Agreement will be subject to audit. CONTRACTOR and its subcontractors shall permit STA, or its authorized representatives to inspect, examine, make excerpts from, transcribe, and copy CONTRACTOR'S books, work, documents, papers, materials, payroll records, accounts, and all data relevant to the Agreement at any reasonable time, and to audit and verify statements, invoices or bills submitted by CONTRACTOR pursuant to this Agreement. CONTRACTOR shall also provide such assistance as may be required in the course of such audit. CONTRACTOR shall retain these records and make them available for inspection hereunder for a period of six years after expiration or termination of the Agreement.

If, because of the audit, it is determined by STA'S auditor or staff that reimbursement of any costs including profit or fee under this Agreement was in excess of that represented and relied upon during price negotiations or represented as a basis for payment, CONTRACTOR agrees to compensate STA for those costs by cash payment within thirty (30) days of written notification by STA. If such audit finds that STA owes CONTRACTOR more for services provided under the CONTRACT, STA shall pay the difference to CONTRACTOR by cash payment within thirty (30) days, provided that in no event shall the repayment exceed STA's maximum obligation to the CONTRACTOR for the audit period.

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20.0 - Service Changes

1. General: Changes to the services provided under the Agreement or the Scope of Work may only be made by written change notification from STA to CONTRACTOR in accordance with this Section, except in cases of a declared emergency by STA. **Oral service change orders are not permitted.**

2. Process: Any service change proposed by STA shall be transmitted to CONTRACTOR in writing, identifying the change and specifying the effective date. The CONTRACTOR shall be given five (5) days after receipt of a written service change notice from STA, to provide STA a response identifying any impact of such change on operations, and by identifying any feasibility problems CONTRACTOR believes may be created by the proposed change. The proposed change shall thereafter be accepted or modified through discussions between the CONTRACTOR and STA Executive Director, or designee.

Subsequent to any discussions on a service change notice, STA will make a final decision and direct CONTRACTOR to implement the service change. STA will strive to give at least two (2) weeks' notice prior to any service change, unless circumstances do not allow for such notification timeframe.

3. Emergency Adjustments. Temporary emergency adjustments in service may be initiated either by STA or CONTRACTOR only in the event of an emergency or circumstance which requires a detour or an adjustment in routing or scheduling under circumstances where there is no opportunity for the parties to confer; provided, however, that such adjustments do not constitute a "substantial change" as defined below.

The party initiating the emergency adjustment shall notify the other party immediately of such an occurrence. CONTRACTOR shall specify steps to be taken to notify patrons of the change in routing and/or scheduling necessitated by such emergency adjustments, and/or modifications to the emergency adjustments made by CONTRACTOR.

4. Changes in Service Level. A proposed increase or decrease in Revenue Hours as described above shall trigger negotiations between STA and the CONTRACTOR, which could result in the revenue hour rate increasing, decreasing, or remaining the same.

5. CONTRACTOR Suggestions: CONTRACTOR is encouraged to suggest alternatives to any service changes proposed by STA and at any time may also propose service changes it believes are appropriate for more efficient or improved services.

6. Non-Substantial Changes in Service Level. STA may order non-substantial increases, decreases or other alterations to the service upon written notice to CONTRACTOR. Said notice shall specify the change(s) requested and the effective date(s).

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CONTRACTOR shall be allowed thirty (30) days to implement non-substantial changes. Non-substantial changes do not result in a change of payment to CONTRACTOR.

21.0 - Changes in Subsidiary Duties

STA may request changes in CONTRACTOR'S reporting requirements, training and safety programs, testing procedures, personnel practices, and/or other operating details that may require a change in the CONTRACT pricing. If CONTRACTOR declines such requests, or such requests would result in a material increase in CONTRACTOR'S costs or in the time required for performance, CONTRACTOR shall notify STA in writing within seven (7) days after receipt of such request and shall detail such objections and/or increases. The PARTIES shall negotiate an equitable settlement of CONTRACTOR'S claim, which reflects actual increases or decreases in CONTRACTOR'S total costs to perform AGREEMENT caused by the change in question. If a mutually agreeable change in the CONTRACT pricing cannot be established, STA shall make the final determination.

22.0 - Quality Assurance

To ensure that CONTRACTOR provides the highest quality of service possible for the community, STA will continually monitor CONTRACTOR's performance to document commitment to customer service, focus on safety, and ability to provide the desired services reliably and efficiently. CONTRACTOR and STA will meet to discuss any identified issues and mutually agree on a resolution within ten (10) business days.

23.0 - Start-Up of Contractors

1. Timing: CONTRACTOR shall commence its Transition and Startup activities immediately upon receipt of the Notice to Proceed (NTP) and shall complete all those activities by a date agreed upon between CONTRACTOR and STA, at which time CONTRACTOR shall assume full responsibility for Revenue Service under this Agreement. The NTP is anticipated to be on or as close to January 15, 2025, as possible.
2. Review of CONTRACTOR Plans: During the start-up period, STA shall review CONTRACTOR's plans and programs submitted under the requirements of this RFP hereof and shall either (1) Approve such plans or programs as submitted; or (2) require CONTRACTOR to make reasonable revisions to such plans or programs, in which event CONTRACTOR shall promptly make such revisions (after any necessary discussions with STA) and resubmit the plans or programs to STA for its approval. After approval under this subsection, a plan or program shall be binding on CONTRACTOR and may not be modified without prior written approval by STA.

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3. **CONTRACTOR Duty:** CONTRACTOR shall be responsible for carrying out an effective and smooth start-up process, in accordance with its Transition and Startup Plan, as approved by STA, which shall ensure that it can initiate all required operations by the Start-up Date. CONTRACTOR is responsible for performing due diligence to ensure that all activities are identified, negotiated, and completed during the initiation of service. The Start-up Plan, as approved by STA, shall be binding on CONTRACTOR.
4. **Employee Training:** CONTRACTOR shall assure that all operators in service under this Agreement the required training to acquire their Vehicle Transit Training (VTT) certificate from the California Department of Motor Vehicles. Training of employees who have had an accident within the last twelve (12) months shall be completed no later than thirty (30) calendar days after the Start-up Date. All other employees shall be trained in accordance with CONTRACTOR's Training Program, including refresher courses identified in that Program or otherwise deemed to be reasonably necessary by CONTRACTOR, within 90 calendar days after the Start-up date of Revenue Service. All training records shall be provided to STA upon request.
5. **STA-Provided Training:** CONTRACTOR shall participate in, and make provisions for, STA to schedule and provide, at a minimum, the training to CONTRACTOR staff as outlined in subsection 6.2 during the Start-up Phase.

***** END *****

SISKIYOU TRANSPORTATION AGENCY
CONTRACT FOR SERVICES

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

AGENCY: Siskiyou Transportation Agency (STA)
190 Greenhorn Road
Yreka, California 96097
(530) 842-8220

And

CONTRACTOR: Firm Name and Address

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 STA. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between STA 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 STA 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 STA 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. STA 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. STA 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, STA agrees to pay Contractor in proportion to services satisfactorily performed as specified in Exhibit A, the not to exceed amount of [spell out amount of dollars here] Dollars and no/100 cents (\$.00) for the term of the contract.
- 4.02** Invoices: Contractor shall submit detailed invoices for all services being rendered.
- 4.03** Date for Payment of Compensation: STA will endeavor to make payment within 30 days of receipt of invoices from the Contractor to the STA, and approval and acceptance of the work by the STA.
- 4.04** Expenses: Contractor shall be responsible for all costs and expenses incident to the performance of services for STA, 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. STA shall not be responsible for any expense incurred by Contractor in performing services for STA.

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 STA.
- 5.04** Workers' Compensation: Contractor shall maintain a workers' compensation plan, in an amount of no less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease, 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: Contractor shall indemnify and hold STA 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 policies of insurance in accordance with ATTACHMENT 3 – Insurance Requirements attached hereto and reference herein. Contractor shall furnish a certificate of insurance evidencing such insurance and naming the STA 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 STA 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.
- 5.06** Certificate of Insurance and Endorsements: Contractor shall obtain and file with the STA prior to engaging in any operation or activity set forth in this Contract, certificates of insurance evidencing additional insured coverage as set forth in Attachment 3 – Insurance Requirements of the Request for Proposals (#2024-001). **Naming the STA 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 STA, contractor shall file certificates of insurance with STA 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 STA.**
- 5.07** 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 STA, Contractor shall indemnify, defend, and hold harmless STA 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 STA. Contractor understands and agrees that his personnel are not, and will not be, eligible for memberships in, or any benefits from, any STA group plan for hospital, surgical or medical insurance, or for membership in any STA 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 STA employee.

5.08 IRS/FTB Indemnity Assignment: Contractor shall defend, indemnify, and hold harmless the STA, 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.

5.09 Professional Liability: If Contractor or any of its officers, agents, employees, volunteers, contactors 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 Two Million and No/100 Dollars (\$2,000,000.00), or as determined in writing by STA's Risk Management Department. Any policy inception date, continuity date, or retroactive date must be before the effective date of the start of work, and Contractor agrees to maintain continuous coverage through a period no less than three (3) years after completion of the work.

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

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

5.11 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 STA, 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 STA 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 STA, and Contractor hereby agrees to deliver the same to the STA 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 STA and are not necessarily suitable for any future or other use.

- 5.12** 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 STA 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 STA.
- 5.13** 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 STA.
- 5.14** 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.
- 5.15** 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 STA 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.

- 5.16** 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 STA shall be grounds for termination of this Contract.

- 5.17** 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 STA.
- 5.18** 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.
- 5.19** Bankruptcy: Contractor shall immediately notify STA 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 STA

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

- 7.03** Termination for Convenience of STA: STA 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: STA 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 STA 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 STA 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 provisions 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 STA 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 STA shall have the right to deduct from any payments contracted for under this Contract any amount owed to STA 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 STA exercises the right to reduce the consideration specified in this Contract, STA 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.

IN WITNESS WHEREOF, STA and Contractor have executed this agreement on the dates set forth below, each signatory represents that they have the authority to execute this agreement and to bind the Party on whose behalf their execution is made.

SISKIYOU TRANSPORTATION AGENCY

Date: _____

Michael N. Kobseff, CHAIR
Board of Directors

ATTEST:

By: _____
Melissa Cummins
Executive Director

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.

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Mt Shasta Ski Park Saturday Shuttle Services
ATTACHMENT 3 – Insurance Requirements

INSURANCE REQUIREMENTS

Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. Coverage shall be at least as broad as:

- i. **Commercial General Liability Insurance** - Commercial General Liability insurance for bodily injury and property damage coverage of at least \$5 million per occurrence and a general aggregate limit of at least \$10 million. Such insurance shall cover all of CONTRACTOR's operations provided under this AGREEMENT.

This insurance shall include coverage for, but not be limited to:

- a. Premises and operations;
- b. Products and completed operations;
- c. Contractual liability;
- d. Personal injury;
- e. Advertising injury;
- f. Explosion, collapse, and underground coverage (xcu);
- g. Employment Practices liability; and
- h. Broad form property damage.

Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:

- i. Additional Insured;
- j. Cross Liability or Severability of Interests Clause;
- k. Primary and Non-Contributory wording; and
- l. Waiver of Subrogation.

- ii. **Automobile Liability Insurance** - Automobile Liability insurance providing bodily injury and property damage with a combined single limit of at least **\$2 million** combined single limit per accident. This insurance shall include coverage for the following types of vehicles:

1. All Owned Vehicles;
2. Non-Owned Vehicles; and
3. Hired or Rental Vehicles.

Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:

1. Additional Insured;
2. Cross Liability or Severability of Interests Clause;

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3. Primary and Non-Contributory wording; and
 4. Waiver of Subrogation.
- iii. **Automobile Physical Damage Insurance** - Automobile Physical Damage insurance providing Comprehensive and Collision insurance covering CONTRACTOR-owned vehicles. Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:
1. Waiver of Subrogation.
- iv. **Crime Insurance** - CONTRACTOR will provide Crime insurance, including coverage for dishonesty and theft of money and securities from any inside location or outside messenger, by CONTRACTOR's officers, employees or agents, with the following limits of liability:
- | | |
|---------------------|------------|
| Employee Dishonesty | \$ 100,000 |
| Depositors Forgery | \$ 100,000 |
| Off and On Premises | \$ 100,000 |
| Computer Fraud | \$ 100,000 |
- v. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

Such insurance shall include the following endorsements as further detailed in the Endorsement Section below:

1. Waiver of Subrogation.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, SCLTC and STA requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor.

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- i. **Additional Insured Status:** The referenced policies and any Excess or Umbrella policies except Workers Compensation, Employers Liability and Crime Insurance shall include as Additional Insured's the Siskiyou Transportation Agency and the Siskiyou County Local Transportation Commission, its elected and appointed officials, officers, employees, volunteers and agents while acting in such capacity, and their successors or assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.
- ii. **Primary Coverage** The referenced policies and any Excess and Umbrella policies shall allow and be endorsed as primary to any other insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim,

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ATTACHMENT 3 – Insurance Requirements

up to and including the total limit of liability, without right of contribution from any of the insurance effected or which may be effected by the Siskiyou Transportation Agency.

- iii. **Notice of Cancellation** This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the Siskiyou Transportation Agency. If a carrier will not provide the required notice of cancellation, the Contractor shall provide written notice to the Siskiyou Transportation Agency of a cancellation no later than ten (10) business days before policy change.
- iv. **Waiver of Subrogation** Contractor hereby grants to STA a waiver of any right to subrogation which any insurer or said Contractor may acquire against the STA by virtue of the payment of any loss under such insurance except Crime Insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the STA has received a waiver of subrogation endorsement from the insurer.
- v. **Deductible and Self-Insured Retentions** CONTRACTOR shall identify self-insured retention (SIR) limits. It is at the sole approval of CITY to accept SIR limits. The CONTRACTOR shall be responsible for payment of any deductible or retention on the CONTRACTOR's policies without right of contribution from CITY. If for whatever reason, CONTRACTOR is unable or unwilling to pay its SIR to obtain the necessary liability coverage(s) required under this AGREEMENT, CITY will have the option, to the fullest extent of the law, of paying the SIR on behalf of CONTRACTOR from any source, so as to maintain the liability coverage(s).
- vi. **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's Rating of no less than A-X.
- vii. **Claims Made Policies** if any of the required policies provide coverage on a claims-made basis:
(note – should be applicable only to professional liability)
 - a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - c. If the coverage is canceled or non-renewed, and not replaced with another **claims-made policy form with a Retroactive Date**, prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of contract work.

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- viii. **Verification of Coverage** Contractor shall furnish the STA with original Certificates of Insurance including all required mandatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to STA before work begins. The STA reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- ix. **Subcontractors** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that STA is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.
- x. **Special Risks or Circumstances** STA reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- xi. **Conformity of Coverages** If more than one policy is used to meet the required coverages, such as an umbrella liability policy or excess liability policy, such policies shall be following form with all other applicable primary policies used to meet these minimum requirements. For example, all policies shall be Occurrence based Liability policies or all shall be Claims Made Liability policies, if approved by the STA as noted above. In no cases shall the types of policies be different.
- xii. **Premium Payments** The insurance companies shall have no recourse against the STA and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.
- xiii. **Material Breach** Failure of the Contractor to maintain the insurance required by this Contract, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Contract.
- xiv. **Certificate Holder** The Certificate Holder on insurance certificates and related documents should read as follows:

Siskiyou Transportation Agency
190 Greenhorn Road
Yreka, CA 96097

Upon initial award of a contract to your firm, you may be instructed to send the actual documents to a STA contact person for preliminary compliance review.

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Certificates which amend or alter the coverage during the term of the contract, including updated certificates due to policy renewal, should be sent directly to the Project Manager.

Board of Supervisor's Approval of STAGE's Title VI Program

RESOLUTION NO. 23-154

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SISKIYOU AUTHORIZING THE ADOPTION OF THE TITLE VI PROGRAM

WHEREAS, *Siskiyou Transit and General Express (STAGE)* is a recipient of Federal revenues and is required to meet federal regulatory requirements for Title VI of the Civil Rights Act of 1964, established by 49 CFR part 21.7; and

WHEREAS, *Siskiyou Transit and General Express (STAGE)* has or will provide all annual certifications and assurances to the Federal Transit Administration required for the Title VI Programs; and

WHEREAS, *Siskiyou Transit and General Express (STAGE)* assures that no person or group of persons on the basis of race, color, or national origin, including limited English proficient persons are subjected to discrimination in the level and quality of transportation services, programs and activities provided, whether federally funded or not;

WHEREAS, the *Siskiyou Transit and General Express (STAGE)* assures that all residents and visitors of Siskiyou County are afforded meaningful access to our programs, activities and services;

WHEREAS, the *Siskiyou Transit and General Express (STAGE)* developed a Title VI Program to meet current Federal Transit Administration Guidelines.

NOW, THEREFORE, BE IT RESOLVED, that the *Siskiyou County Board of Supervisors* approves and adopts the *Siskiyou Transit and General Express (STAGE)* Title VI Program.

PASSED AND ADOPTED by the Siskiyou County Board of Supervisors, State of California, at a regular meeting of said Board held on the 5 day of September 2023 by the following vote:

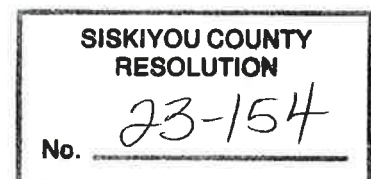
AYES: Supervisors Haupt, Kobseff, Criss, Ogren and Valenzuela
NOES: None
ABSENT: None
ABSTAIN: None



Ed Valenzuela, Chair
Board of Supervisors

ATTEST:
Laura Bynum, County Clerk

By 
Deputy





**SISKIYOU TRANSIT AND GENERAL EXPRESS
(STAGE)**

TITLE VI PROGRAM

STAGE
190 Greenhorn Road
Yreka, CA 96097
(530) 842-8220

Approved by the Board of Supervisors September 5, 2023

INTRODUCTION

Section 601 of Title VI of the Civil Rights Act of 1964 states the following:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.”

Every three years, on a date determined by Federal Transit Administration (FTA), each recipient is required to submit the following information to the FTA as part of their Title VI Program. Sub-recipients shall submit the information to their primary recipient, on a schedule to be determined by the primary recipient.

STAGE is a sub-recipient of the California Department of Transportation (CalTrans).

This document was prepared by Siskiyou Transit and General Express (STAGE) and approved by the Siskiyou County Board of Supervisors to comply with Title VI of the Civil Rights Act of 1964, including new provisions detailed in U.S. Department of Transportation’s FTA Circular 4702.1B, “Title VI Requirement and Guidelines for Federal Transit Administration Recipients.”

This plan is for 2023 through 2026.

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STAGE's Title VI Notice to the Public

Notifying the Public of Rights under Title VI

Siskiyou Transit and General Express (STAGE) is committed to ensuring that no person shall be excluded from the equal distribution of its services and amenities because of race, color or national origin in accordance with Title VI of the Civil Rights Act of 1964.

Any person, who believes she or he has been discriminated against, may file a signed, written complaint within one hundred eighty (180) days of the date of alleged discrimination.

The Title VI Complaint form may be printed from the STAGE website: <https://www.co.siskiyou.ca.us/generalservices/page/title-vi> or may also be requested in person from the STAGE office at 190 Greenhorn Road Yreka, CA 96097 or by phone (530) 842-8220.

All complaints will be fairly and objectively investigated.

The complaint should include the following information:

1. Complainant's name, address, and how to contact you (i.e., telephone number, email address, etc.)
2. Description of how, when, where and why complainant believes the discrimination occurred. In addition, the location, names, and contact information of any witnesses should also be included.

The completed form should be returned to:

STAGE
Attention: Transportation Services Manager
190 Greenhorn Road - Yreka, CA 96097
(530)842-8220

In addition to the Title VI complaint process at STAGE, a complainant may file a Title VI complaint with the:

U.S. Department of Transportation
Federal Transit Administration
Office of Civil Rights, East Building, 5th Floor TCR,
1200 New Jersey Avenue SE, Washington, DC 20590

For full size notice, see Appendix A for both English and Spanish

Notificación al público de los derechos en virtud del Título VI

Siskiyou Transit and General Express (STAGE) se compromete a garantizar que ninguna persona quede excluida de la distribución equitativa de sus servicios y comodidades debido a su raza, color u origen nacional de acuerdo con el Título VI de la Ley de Derechos Civiles de 1964.

Cualquier persona que crea que ha sido discriminada puede presentar una queja por escrito y firmada dentro de los ciento ochenta (180) días a partir de la fecha de la supuesta discriminación.

El formulario de queja del Título VI se puede imprimir desde el sitio web de STAGE: <https://www.co.siskiyou.ca.us/generalservices/page/title-vi> o también se puede solicitar en persona en la oficina de STAGE en 190 Greenhorn Road Yreka, CA 96097 o por teléfono (530) 842-8220.

Todas las quejas serán investigadas de manera justa y objetiva.

La denuncia debe incluir la siguiente información:

1. El nombre del denunciante, la dirección y cómo contactarlo (es decir, número de teléfono, dirección de correo electrónico, etc.)
2. Descripción de cómo, cuándo, dónde y por qué el denunciante cree que ocurrió la discriminación. Además, también se debe incluir la ubicación, los nombres y la información de contacto de los testigos.

El formulario completado debe ser devuelto a:

ESCENARIO

**Atención: Gerente de Servicios de Transporte
190 Greenhorn Road - Yreka, CA 96097
(530)842-8220**

Además del proceso de quejas del Título VI en STAGE, un denunciante puede presentar una queja del Título VI ante:

**Departamento de Transporte de EE. UU.
Administración Federal de Tránsito
Oficina de Derechos Civiles, Edificio Este, 5to Piso TCR,
1200 New Jersey Avenue SE, Washington, DC 20590**

List of Locations Where Title VI Notice Is Posted

STAGE's Title VI notice to the public is currently posted at the following locations:

Location Name	Address	City
STAGE Office	190 Greenhorn Road	Yreka, CA
Bus	All STAGE buses	Service Area
STAGE Website	https://www.co.siskiyou.ca.us/generalservices/page/stage-siskiyou-transit-and-general-express	Internet
Bus Shelter	Black Bear Diner on Moonlit Oaks Dr	Yreka, CA
Bus Shelter	Fairchild Medical Center	Yreka, CA
Bus Shelter	Raleys Shopping Center	Yreka, CA
Bus Shelter	In front of Montague City Hall on 13 th St	Montague, CA
Bus Shelter	In front of the Post Office on Main Street	Fort Jones, CA
Bus Shelter	At City Hall, Main Street	Weed, CA
Bus Shelter	College of the Siskiyou	Weed, CA
Bus Shelter	Mt Shasta Shopping Center, Morgan Way	Mt Shasta, CA
Bus Shelter	Across from McCloud Post Office	McCloud, CA
Bus Shelter	Park at the Top of the Hill	Dunsmuir, CA

The Title VI notice, complaint procedures and complete program information is also provided on STAGE's website at:

<https://www.co.siskiyou.ca.us/generalservices/page/stage-siskiyou-transit-and-general-express>

Title VI Complaint Procedures

Any person, who believes she or he has been discriminated against, on the basis of race, color or national origin may file a complaint with STAGE by completing and submitting STAGE's Title VI Complaint Form.

Complaints will be made in writing and will include all information relevant to a determination of discrimination. If a complaint form is received and is not complete, STAGE will be unable to process the complaint. A complaint will be filed within one hundred eighty (180) days after the alleged discrimination. If a complainant is unable or incapable of providing a written statement, a STAGE designee will, if necessary, assist the person in converting verbal complaints to writing and will interview the complainant. The complainant or his/her representative will sign all complaints.

Within five (5) business days of receiving a complaint, a letter will be sent to the complainant acknowledging receipt of the completed form or requesting the complaint be completed and returned within ten (10) business days. If the requested information is not received within ten (10) business days, the case will be closed.

Within thirty (30) business days of receiving the complaint, STAGE administration will review the complaint, which will include, but not be limited to, interviewing all appropriate personnel, the complainant, witnesses and review STAGE's policies and service standards. The complainant will be notified in writing of the cause to any planned extension to the 30-day rule. If it is found that discrimination did not occur, the complainant will be notified in writing and the procedure will be terminated. At that time the complainant will be advised of their right to challenge the decision of STAGE by submitting a written request for a hearing within five (5) days of the receipt of the determination.

If after review of the complaint, it is found that discrimination may have occurred, a formal hearing will be held. The complainant will be notified of this determination within reasonable time of the submission of the complaint. The hearing will occur on an available and mutually agreed upon date among both parties and will be attended by the STAGE Administrator, the complainant and appropriate personnel. Following the hearing, STAGE will make a final determination. The complainant will be notified of this determination within ten (10) business days of the hearing. If justified, appropriate remedial action will be taken. The decision will be considered final.

If the Administrator finds that discrimination did not occur, the complainant will be notified of that disposition and will advise the complainant of their right to submit their complaint to the Federal Transit Administration, Office of Civil Rights, Office of Civil Rights, East Building, 5th Floor – TCR, 1200 New Jersey Avenue SE, Washington, DC 20590, for further investigation.

The STAGE Title VI Complaint form may be printed from the STAGE website or be requested in person from the STAGE office or by phone.

STAGE Title VI Complaint Form

S.T.A.G.E. Title VI Complaint Form

Complainant's Name: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Telephone: _____ Secondary Phone (optional): _____
Email Address: _____
Name of person discriminated against (if different) _____
Address: _____
City: _____ State: _____ Zip Code: _____
Phone: _____ Email: _____
What is your relationship with this individual: _____
Please explain why you have filed for a third party: _____

Please confirm that you have obtained permission of the aggrieved party to file on their behalf. Yes No

Which of the following best describes the discrimination that was experienced (check all that apply):

Race Color National Origin Sex Age

Date of alleged discrimination: (mm/dd/yyyy): _____

Please explain the alleged discrimination incident as clearly as possible. Include the name and contact information of the person(s) who discriminated against you (if known), as well as names and contact information of any witnesses. If more space is needed please use the back of this form.

Have you previously filed a Title VI complaint with S.T.A.G.E.? Yes No

Have you filed this complaint with any other Federal, State, or local agency, or with any Federal or State court? Yes* No

*If yes, provide information about a contact person at the agency/court where the complaint was filed:

Name: _____ Title: _____
Agency: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Telephone: _____ Email: _____

You may attach any written materials or other information that you think is relevant to your complaint. Your signature and date are required below to complete the form.

Signature Date

Please submit this form in person or mail to S.T.A.G.E Attn: Transportation Services Manager
190 Greenhorn Road - Yreka, CA 96097

See Appendix B in English and Spanish

Procedimientos de quejas del Título VI

Cualquier persona que crea que ha sido discriminada por motivos de raza, color u origen nacional puede presentar una queja ante STAGE completando y enviando el Formulario de quejas del Título VI de STAGE.

Las quejas se harán por escrito e incluirán toda la información relevante para una determinación de discriminación. Si se recibe un formulario de queja y no está completo, STAGE no podrá procesar la queja. Se presentará una queja dentro de los ciento ochenta (180) días posteriores a la supuesta discriminación. Si un denunciante no puede o no puede proporcionar una declaración por escrito, una persona designada por STAGE, si es necesario, ayudará a la persona a convertir las denuncias verbales en escritas y entrevistará al denunciante. El denunciante o su representante firmará todas las denuncias.

Dentro de los cinco (5) días hábiles posteriores a la recepción de una queja, se enviará una carta al denunciante acusando recibo del formulario completo o solicitando que la queja sea completada y devuelta dentro de los diez (10) días hábiles. Si la información solicitada no se recibe dentro de los diez (10) días hábiles, el caso se cerrará.

Dentro de los treinta (30) días hábiles posteriores a la recepción de la queja, la administración de STAGE revisará la queja, lo que incluirá, entre otros, entrevistar a todo el personal apropiado, el denunciante, los testigos y revisar las políticas y estándares de servicio de STAGE. El denunciante será notificado por escrito de la causa de cualquier ampliación prevista de la regla de los 30 días. Si se determina que no hubo discriminación, se notificará por escrito al denunciante y se dará por terminado el procedimiento. En ese momento, se informará al denunciante de su derecho a impugnar la decisión de STAGE mediante la presentación de una solicitud por escrito para una audiencia dentro de los cinco (5) días posteriores a la recepción de la determinación.

Si después de revisar la queja, se determina que pudo haber ocurrido discriminación, se llevará a cabo una audiencia formal. El denunciante será notificado de esta determinación dentro de un tiempo razonable a partir de la presentación de la denuncia. La audiencia se llevará a cabo en una fecha disponible y acordada entre ambas partes y contará con la presencia del Administrador de STAGE, el denunciante y el personal apropiado. Después de la audiencia, STAGE tomará una determinación final. El denunciante será notificado de esta determinación dentro de los diez (10) días hábiles posteriores a la audiencia. Si está justificado, se tomarán las medidas correctivas apropiadas. La decisión se considerará definitiva.

Si el Administrador determina que no hubo discriminación, se notificará al denunciante sobre esa disposición y se le informará sobre su derecho a presentar su denuncia ante la Administración Federal de Tránsito, Oficina de Derechos Civiles, Oficina de Derechos Civiles, Edificio Este, 5.º Piso – TCR, 1200 New Jersey Avenue SE, Washington, DC 20590, para una ^{mayor} investigación.

El formulario de Queja del Título VI de STAGE puede imprimirse desde el sitio web de STAGE o solicitarse en persona en la oficina de STAGE o por teléfono.

ETAPA Título VI Formulario de queja

Nombre del denunciante: _____

DIRECCIÓN: _____

Ciudad: _____ Estado: _____ Código postal: _____

Teléfono: _____ Teléfono secundario (opcional): _____

Dirección de correo electrónico: _____

Nombre de la persona discriminada (si es diferente) _____

DIRECCIÓN: _____

Ciudad: _____ Estado: _____ Código postal: _____

Teléfono: _____ Correo electrónico: _____

¿Cuál es su relación con este individuo? _____

Explique por qué ha solicitado a un tercero: _____

Confirme que ha obtenido el permiso de la parte agraviada para presentar en su nombre Sí No

¿Cuál de los siguientes describe mejor la discriminación que se experimentó (marque todo lo que corresponda):

Carrera Color Origen nacional Sexo Edad

Fecha de la supuesta discriminación: (mm/dd/aaaa): _____

Por favor, explique el presunto incidente de discriminación tan claramente como sea posible. Incluya el nombre y la información de contacto de la(s) persona(s) que lo discriminaron (si se conocen), así como los nombres y la información de contacto de los testigos. Si necesita más espacio, utilice el reverso de este formulario.

¿Ha presentado previamente una queja del Título VI ante STAGE? Sí No

¿Ha presentado esta queja ante alguna otra agencia federal, estatal o local, o ante algún tribunal federal o estatal? Sí* No

*En caso afirmativo, proporcione información sobre una persona de contacto en la agencia/tribunal donde se presentó la denuncia:

Nombre: _____ Título: _____

Agencia: _____

DIRECCIÓN: _____

Ciudad: _____ Estado: _____ Código postal: _____

Teléfono: _____ Correo electrónico: _____

Puede adjuntar cualquier material escrito u otra información que considere relevante para su queja.

Se requiere su firma y fecha a continuación para completar el formulario.

Firma

Fecha

Envíe este formulario en persona o envíelo por correo a STAGE A la atención de: Gerente de servicios de transporte

4. Transit-Related Title VI Investigations, Complaints, and Lawsuits

In order to comply, STAGE will prepare and maintain a list of any active investigations conducted by STAGE or any other entities other than the FTA, lawsuits of complaints naming STAGE and/or its subcontractor(s) that allege discrimination on the basis of race, color, or national origin.

This list will include:

- The date the investigation, lawsuit or complaint was filed;
- A summary of the allegation(s);
- The status of the investigation, lawsuit or complaint;
- Actions taken by STAGE in response to the investigation, lawsuit or complaint.

To date, STAGE has no transit related Title VI complaints.

Type of Process	Date	Summary (including basis of complaint)	Status	Action(s) Taken
Investigations				
1. None				
2.				
Lawsuits				
1. None				
2.				
Complaints				
1. None				
2.				

**SISKIYOU TRANSIT AND GENERAL EXPRESS
(STAGE)**

Public Participation Plan



STAGE
190 Greenhorn Road
Yreka, CA 96097
(530) 842-8220

Approved by the Board of Supervisors September 5, 2023

Introduction

As part of the Title VI Program, Siskiyou County Transit and General Express (STAGE) has had to change its public participation processes because of Covid-19. STAGE has enhanced its strategies and engaged those underserved and Limited English Proficient individuals with translation apps. This strategy has proven to be proficient and has become our first point of communication. This plan outlines the importance of and provides guidelines for involving the public in STAGE planning efforts to ensure that all groups are represented and their needs considered.

Purpose of This Plan

STAGE is committed to ensuring it serves the communities in which it operates fairly, consistently and in the most cost-efficient and appropriate manner using available resources. Through conversation and collaboration with riders, prospective riders, and the larger surrounding community, STAGE will be able to assess the quality of its service, measure potential impacts to the community from STAGE initiative or proposed initiatives and ensure that it is providing valuable services to the residents and visitors of Siskiyou County. .

STAGE's public participation planning ensures that:

- Residents with concerns or interests will have an appropriate opportunity to participate in decisions about STAGE services and will be notified of these opportunities to provide input.
- Community involvement and contribution will be included in the development of the plans, passenger amenities and improvements at STAGE.
- Concerns of all persons or groups participating in the process, current and future users of STAGE will be considered in the development of the plan and location of transit services and amenities.

Public Participation Process

The public participation process should be considered at the earliest stages of any STAGE project that may impact the surrounding community, STAGE riders and potential riders. As projects vary in time and size, the public participation process may vary for each, as well as the extent of public participation. STAGE uses several strategies to provide interested parties with reasonable opportunities to be involved in the planning process.

Approach to Public Participation

At any time, members of the public are welcome to submit comments or concerns to STAGE via email (stage@co.siskiyou.ca.us), by submitting a “comment” on STAGE’s webpage, or submit or mail to the STAGE office 190 Greenhorn Road, Yreka, CA 96097.

At the beginning of all projects staff will evaluate the project and determine which strategies will be utilized to encourage public participation and would best serve all of those affected or possibly affected by the project, including those in the underserved communities. At any time during the project, it may be reevaluated and if appropriate, additional public participation activities will be sought out.

Outreach Requirements and Activities

Any information about public participation opportunities will be posted at least two weeks prior to the event. At a minimum notice will be posted at the STAGE office, on-board transit vehicles, and on the STAGE website.

The following is a non-inclusive list of participation strategies and techniques that may be utilized:

- **Notify the public**

There are a variety of ways to get notices out to the public, some of them include sending out blast e-mails, posting and/or distributing notices at key community locations, sending a newsletter, creating printed material, having the information electronically accessible, using local media sources, having notices placed in buses and at stops, or creating public utility bill insert.

- **Hold a meeting, workshop or open house**

Partner with community-based organizations for targeted outreach, hold a facilitated discussion or question and answer sessions with planners, create interactive exercises or customized presentations using some form of visual aids such as maps, charts, illustrations, photographs, or table-top displays. Hold meetings at varied dates, times and locations to ensure that all riders and potential riders in the STAGE service area have equal access and opportunity to participate.

- **Conduct a poll or survey**

Written or telephone polls, electronic surveys via website or email, intercept interviews where people congregate such as hubs or on buses and printed surveys distributed at meetings, on board the transit vehicles or community locations.

- **Create and distribute printed materials**

Distributed in numerous ways, working with community-based organizations to hand deliver flyers, mailing to a targeted database or distribution list, distribute 'take-one' flyers to key community organizations, placing notices on-board buses and at bus stops.

- **Utilize local media and news sources**

News release, submitting human interest stories centered around STAGE projects, invite reporters to meetings, meet with editorial staff, written opinion pieces or commentaries, purchasing ad-space or air time, negotiate inserts into local printed media, arrange for speakers on radio or television, public service announcements.

- **Electronic access to information**

Current and updated website with easily accessible information, audio or video casts, downloadable flyers or printed materials, interactive surveys or comment lines, accessible maps, charts or plans, advance notice of public meetings, event or meeting information posted to website, social media sites, calendars, community and discussion websites.

This is the first year the Limited English Proficient population in STAGE's service area meets the minimum requirements for mandatory translation of documents for the Spanish speaking community. However, STAGE will continue assessing the language needs of citizens in its service area through the Language Assistance Plan. As STAGE expands its services and ridership, it will review the plans and strategies in place to better reach the non-English speaking populations.

In an effort to engage with the LEP community, best efforts will be made to use the following methods to reach those individuals:

- Spanish interpretation of or at public meetings or workshops will be provided by staff as is possible and funding allows.
- Staff has Translation apps available to easily communicate with the LEP community.
- When it is appropriate or necessary, STAGE will make vital information available in Spanish as well, the most populous LEP Language in the STAGE service area.
- Notices will be developed in Spanish and posted with the English notices.

Summary of Outreach Efforts

In the past STAGE has used various ways to engage and distribute information to the public.

- Free Fare Friday is held during the Friday of the County Fair in August. Any person can ride the STAGE for free and staff is on hand to answer questions and give information.
- Booth with information at the Siskiyou Golden Fair in August.
- 2022 riders were given an on-board survey.
- Facebook Page.
- Attending events at the local Community College.
- Via Mobility route research. In 2022, STAGE participated in a route study by Via Mobility. A new design was created that streamlines STAGE routes to offer more efficient travel between communities in Siskiyou County. The new design is user-friendly that simplifies trip planning and attracts more customers to public transit, ensures current customers' travel patterns are not unduly disrupted by changes to the system and they designed a new route that takes advantage of an additional bus available for daily service and creates a more driver-friendly schedule. Via Mobility conducted a survey and researched the Fare data to determine the needs of the community.

Unmet needs hearings are held yearly. Some years, depending on available staffing, more than one meeting is held. These meetings are held at various locations throughout the county. Sometimes they coincide with City Council or other public meetings. A notice for the meeting or unmet needs hearing is posted 5 weeks prior to the meeting date. At the meeting staff takes in unmet needs and service requests, which are then formally addressed at a Siskiyou County Local Transportation Commission (SCLTC) meeting. The SCLTC then takes those requests and refers them to the SSTAC, which reviews all the requests at length and forwards a recommendation to the LTC.

Ongoing outreach efforts include but are not limited to:

- Bulletins, memos and notices posted on each STAGE bus.
- Regular updates to STAGE website and STAGE'S Facebook page.
- Schedules, discount applications and fare information at Chamber of Commerce Offices, Community Resource Centers, Human Services, Behavioral Health and Domestic Violence.

STAGE is committed to serving the local communities throughout its service area. In an effort to create more public participation opportunities STAGE is compiling a list of possible outreach activities to take place in the near future.

Some of those activities are:

- Meeting with the Siskiyou Golden Seniors to teach them how to ride the bus
- Meeting with Community Resource Centers for assistance in reading schedules
- Posting notices at additional locations
- Creating a marketing and advertising campaign pairing with other local businesses
- Coordinate with other service agencies to attend or present information at meetings

**SISKIYOU TRANSIT AND GENERAL EXPRESS
(STAGE)**

Language Assistance Plan



STAGE
190 Greenhorn Road
Yreka, CA 96097
(530) 842-8220

Approved by the Board of Supervisors September 5, 2023

Introduction

This Language Assistance Plan is one component of Siskiyou Transit and General Express's (STAGE) efforts to provide an appropriate mix of language assistance measures so all residents including those who are Limited English Proficient (LEP), can equally contribute to and benefit from the development and improvement of STAGE services and passenger amenities. LEP individuals are those who do not speak English as their primary language and have limited availability to read, write or understand English.

This plan was developed during the process of preparing STAGE's Title VI Plan to ensure that services are accessible to LEP individuals. Title VI of the 1964 Civil Rights Act is one of two federal mandates that guarantee the provision of meaningful access to federally-funded services for LEP individuals:

- Title VI of the 1964 Civil Right Act provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that receives federal financial assistance. This includes meaningful access to LEP customers.
- President's Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency" (August 11, 2000): instructs federal agencies to improve access to services by mandating that any federally conducted or assisted programs of activities (i.e. recipients of federal funding) must provide meaningful access to LEP customers.

Overview of STAGE's Service Area and Services

STAGE is a rural public transportation system, operating five routes throughout Siskiyou County.

Routes 1A, 2A and 3A, serve the communities of Weed, Mt Shasta, Dunsmuir, and McCloud; along the Interstate 5 corridor. Route 4 serves the communities of Fort Jones, Etna, Yreka and Hornbrook. Route 5 serves Yreka and Montague and connects riders to the routes traveling to South County. We are currently working on our route to Happy Camp and expect to have it by the end of 2023.

STAGE average ridership over the three previous fiscal years was 27,943 per year.



Language Assistance Goals

This plan has been prepared to address responsibilities as a recipient of federal funding and will outline how to identify any resident who may need language assistance, ways in which assistance may be provided and how to notify LEP persons that assistance is available. STAGE is committed to making its services and programs available to all persons, including those with Limited English Proficiency, as part of its compliance with Title VI of the Civil Rights Act of 1964.

STAGE's goal is to provide meaningful access for LEP customers to all of its services, information and materials by developing a Language Assistance Plan and by regular evaluation of the developed methods and strategies. Efforts to effectively engage LEP individuals will ensure that interests and input of all residents is given equal consideration in the development and improvement of STAGE services.

Results of the Four Factor Analysis

Factor 1: The number or proportion of LEP persons in the service area who may be served or are likely to encounter STAGE services

The U.S. Census Bureau 2021 American Community Survey, table C16001, Language Spoken at Home by the Ability to Speak English estimates that of the 41,910 Siskiyou County Residents over age 5, 9% speak a language other than English. Of those 9%, 2,910 speak Spanish at home. 1,752 of the Spanish residence speak English “very well”, 1,158 speak English less than “very well”, and all other languages resulted in less than 2% of the population. Only 3.4% of these individuals speak English less than “very well”. See Appendix C for full survey.

Siskiyou County, California		
Label	Estimate	Margin of Error
Total	41,910	90
Speak only English	37,980	451
Speak Spanish	2910	386
Speak English “very well”	1,752	326
Speak English less than “very well”	1,158	194

The majority of those with LEP speak Spanish (1179 residents or 2.8%). Which falls inside the Safe Harbor Provision of over 5% or 1,000 individuals (whichever is less).

STAGE has translated its vital materials into Spanish because the Safe Harbor Provision stipulates that, “a recipient provides written translation of vital documents for each eligible LEP language group that constitutes five percent (5%) or 1,000 persons, whichever is less, of the total population of persons eligible to be served or likely to be affected or encountered, then such action will be considered strong evidence of compliance with the recipient’s written translation obligations”.

Factor 2: The frequency with which LEP persons come into contact with the program

STAGE conducted staff and passenger surveys in 2022 to determine the frequency of contact between LEP persons and STAGE services. A verbal survey was given to those who called or came into the STAGE office about services or schedules.

Staff Survey

Of the 8 responses to the staff survey, staff comes into contact with an LEP person, 1-2 times per week; most of the time they are able to communicate okay with the person by using bilingual skill, translate phone apps or available cues and clues, such as having the passenger point to their destination on the schedule. If a driver is unable to communicate with a passenger, they phone the office for assistance or use a translation app or the provided speaking cards.

Full results from the staff survey can be found in Appendix D.

LEP Outreach

In total, 8 persons who walked into or called the office were given and completed the survey.

LEP SURVEY RESULTS							
	Speaks a Language other than English	Speaks English "very well"	Speaks English "OK"	Speaks English "Not Very Well"	Reads English "very well"	Reads English "OK"	Reads English "not very well"
Phone	0	8	0	0	0	8	0

While the response from LEP individuals was small, the information obtained will be used to further improve STAGE services and amenities.

Future LEP outreach efforts will include continuing to identify key organizations or contacts in the community that serve those who are LEP. Additional LEP outreach efforts may be conducted in partnership with any of these key contacts or organizations when an appropriate event or need arises. Making contacts with these people and organizations will be critical as STAGE works to improve the efficiency of its language assistance efforts.

Riding STAGE

Based on survey results, current LEP ridership is minimal.

Calling STAGE

Of those who have called STAGE most were able to communicate very well with staff.

STAGE plays a vital role in the transportation needs of those in the community and is committed to continually working to improve its services and outreach methods, ensuring all citizens, including those typically underserved have access to public transit.

Factor 3: The nature and importance of the program, activity, or service provided by the program to people's lives

STAGE understands that its services are used for life-sustaining activities, such as transportation to and from work, grocery shopping, non-emergency medical appointments, as well as life-enriching activities, such as school and social events. For transit-dependent individuals, STAGE services are important. For this reason, STAGE is committed to continually improving its services for all its riders and potential riders.

To begin understanding the importance of STAGE services to LEP individuals we asked about their access to a vehicle and where they travel on STAGE, most individuals have no access to a car and they all travel a variety of places; school, work, shopping and other were all answers given.

Factor 4: The resources available to the recipient for LEP outreach, as well as the costs associated with that outreach.

As the geographic area in which STAGE serves is vast, outreach will need to be varied and at times, event specific. STAGE Public Participation Plan lays out the types of outreach activities that will be utilized.

A large portion of STAGE outreach efforts will be possible through continuing to cultivate relationships with key contacts within the LEP community. Keeping these contacts informed about STAGE activities, services and events, and working with them to connect with the LEP populations will be an important outreach activity with little or no associated costs.

The table below identifies several potential outreach strategies that may be utilized as is appropriate and their associated costs. Some of these strategies, such as Spanish language advertisements on radio stations and in magazines will be utilized if such outlets are identified and as funds are available.

TITLE VI PROGRAM FOUR FACTOR ANALYSIS: FACTOR 4

Translation of Written Documents		Interpretation & Translation Services		Advertisements & Outreach	
Specific elements	Unit Costs (range)	Specific elements	Unit Costs	Specific elements	Unit Costs
<i>Vital Documents:</i>		Language Line	\$3.95 per minute as utilized	Availability of language assistance poster development and printing	To be determined on a case by case basis
Title VI Notice to the Public		Interpreter, available for meetings and workshops as needed	To be determined on a case by case basis	Spanish-language radio spots (optional)	To be determined on a case by case basis
Complaint Form	To be determined	Spanish-speaking consultant or phone translation apps	To be determined on a case by case basis, as needed.	Adverts in Spanish-language publications (optional)	To be determined on a case by case basis
Complaint Procedures	To be determined				
Rider Guide	To be determined				
ADA Application	To be determined				
Signage advertising STAGE's language assistance program	To be determined				
System Map	To be determined				
Individual route schedules where practical	To be determined				
<i>Ad-hoc Documents:</i>	To be determined				
Fliers/advertisements for level one public events	To be determined				
<i>Website</i>	Translation approach TBD				

Implementation Plan

To implement this plan, STAGE has determined that there are 5 essential tasks that need to be completed. Each task has been broken down into milestones to help track the progress that has been made.

Task 1: Identifying LEP Individuals Who Need Language Assistance

To best serve those LEP individuals, STAGE must first identify those who need language assistance. STAGE will be examining records to see if any requests for language assistance have been received in the past. At meetings or public events sponsored by or co-sponsored by STAGE, a staff member will greet all participants as they arrive. By informally engaging the participants in conversation it is possible to gauge the ability to speak and or understand English. STAGE will implement the use of the Census Bureau's Language Identification Flashcards, in the office, on buses and at any public meetings, this will help in identifying the language assistance needs for future meetings as well. If an operator encounters a passenger on the bus who identifies with one of the language flash cards they will forward the contact information and language to STAGE staff for follow-up. Front line staff and operators will be surveyed on their experience concerning any contacts with LEP persons during the previous year.

Task 2: Language Assistance Measures

STAGE will develop a list of language assistance products and methods available in our communities and how they can be accessed. One of the first steps will be networking with other local service agencies that provide services to LEP individuals and seek opportunities for them to also provide STAGE information. STAGE is providing the Language Identification Flashcards at the office and onboard buses. The Title VI Program, including the Language Assistance Plan will be posted on the STAGE website, <https://www.co.siskiyou.ca.us/generalservices/page/stage-siskiyou-transit-and-general-express> and will be available to view at the STAGE office. Currently, the County of Siskiyou employs bilingual persons, who are to provide services when translation of information is needed. Going forward STAGE will take proper steps to secure a professional interpreter service, such as Language Line, and when an interpreter is needed staff will utilize them. Staff as well as vehicle operators utilized the Translation app on their phones to better service the LEP communities.

Interpretation Services

STAGE will continue to make improvements to its services, including securing an interpreter service to provide assistance in translating and interpreting vital documents

and to help the staff when language barriers prevent or hinder communication. However, based on the results of the Four Factor Analysis interpretation services are not required at this time. For small outreach events, training or transit awareness events, bilingual staff members will assist with translation where appropriate and feasible. If it is necessary to do so, STAGE will hire an interpreter through a local or regional service or utilize the phone translation app.

Translation of Vital Documents

Based on the results of the four factor analysis, STAGE is required to translate its vital documents to Spanish.

Going forward, the extent of STAGE's ability and obligation to translate written documents will be determined on a case-by-case basis, by continuous monitoring of census data and looking at elements presented in the Four Factor Analysis.

STAGE's Website

Once individual vital documents are translated they will be made available on the STAGE website. STAGE is reviewing options and will pursue the most appropriate and feasible option for translating its website.

Options include:

- Google Transit has been installed on the County's website.
- Translating only vital information and each corresponding sub-page.
- Professional translation of the entire website and each subpage.

Task 3: Staff Training

STAGE Title VI Program Administrator is developing training guidelines for STAGE staff.

STAGE Staff have been trained to:

- Respond to LEP callers,
- Respond to correspondence from LEPs,
- Respond to LEPs in person,
- Document LEPs needs,
- Respond to civil rights complaints.

For vehicle operators, STAGE is considering strategies for assisting drivers in communicating with LEPs while in the field. These include:

- Using the Translate App

- Information cards with STAGE Language Line information drivers can easily offer to passengers when they cannot communicate,
- Obtaining “I Speak” cards or similar language identification flashcards (see Appendix E).

Task 4: Providing Notice to LEP Persons and Outreach

To ensure that LEP individuals are aware of STAGE’s language assistance measures it will develop simple signage directing those who may use its services to the appropriate information.

Language assistance signage will be posted on each bus, in the main office and on the STAGE website directing those LEP individuals to the appropriate information.

STAGE will continue developing relationships with other organizations and individuals who serve the LEP community. STAGE will also work to develop strategies to spread awareness of the language assistance services.

Task 5: Monitoring, Evaluating, and Updating the Language Assistance Plan

A thorough review of this Language Assistance Plan will be undertaken every three years concurrent with updating and submitting the STAGE Title VI Programs. At that time, the LEP population will be reassessed, to ensure all significant LEP languages are included in STAGE’s language assistance efforts.

STAGE will regularly assess the effectiveness of how it communicates with LEP individuals by including questions about language assistance and information needs on any community survey and having conversations with key contacts who work with LEP persons.

STAGE will track its language assistance efforts by keeping a record of staff interactions with LEP individuals and any Language Line usage reports.

Responsibility for Implementing the Language Assistance Plan

The Title VI Program Administrator will be responsible for overseeing the implementation of this plan and assigning tasks as appropriate.

STAGE Title VI Program Administrator
Angie Stumbaugh, Transportation Services Manager
190 Greenhorn Road
Yreka, Ca 96097
(530)842-8220

Membership of Non-Elected Committees and Councils

STAGE does not have any non-elected committees or councils.

Description of Sub recipient Monitoring and Schedule of Sub recipient Title VI Program Submissions

STAGE does not have any sub recipients at this time and does not anticipate expanding to include sub recipients. In the case that STAGE does expand and begin contracting with sub recipients, STAGE will revisit this issue to ensure compliance.

Title VI Equity Analysis

STAGE does not intend to construct or determine sites of new facilities and, therefore, has not undergone a Title VI Equity Analysis. Should STAGE embark on such a project in the future, it will conduct an equity analysis to maintain full compliance with FTA's Title VI regulations.



System-Wide Policies and Service Standards

Vehicle Load Standards

The average of all loads during the peak operating period should not exceed the following load factors for that service type:

- Loads not to exceed 1.0 passenger/seat

Vehicle Headway Standards

Based on the long distances traversed, ridership, demand and transfer opportunities, STAGE operates with varied headways.

On-Time Performance Standards

STAGE endeavors to operate with no early departures before the times shown on the most current schedule.

All trips should be operated “on-time”, defined as departing a published time-point no more than ten (10) minutes later than the published schedule to accommodate the deviation pick-ups.

Service Availability Standards

STAGE is a rural public transportation system, operating 5 routes throughout Siskiyou County.

STAGE services are available to the communities of Yreka, Grenada, Gazelle, Weed, Mt Shasta, Dunsmuir, McCloud, Lake Shastina, Fort Jones, Greenview, Etna, Montague, and Hornbrook.

Vehicle Assignment Policy

Bus assignments take into account the operating characteristics of the various buses with STAGE’s fleet, which are matched to the operating characteristics of the route. Vehicle assignments will be done so as to ensure equitable wear and tear of fleet vehicles through the routes.

Transit Amenities Policy

The following policies will be applied as funding allows:

- Installation of a shelter should be considered at a bus stop with an average per trip boarding of 10 or more passengers. Seating/benches should be considered at bus stops with an average per trip boarding of 5 or more passengers.
- Priority for benches and shelters should be given to bus stops serving senior housing or activity centers, or facilities which serve clients with mobility impairments.

Appendices

- A Full Size Notice to Public
- B Title VI Complaint Form
- C Source Data
- D Staff Survey Results
- E I Speak Cards

Notifying the Public of Rights under Title VI

Siskiyou County Transit and General Express (STAGE) is committed to ensuring that no person shall be excluded from the equal distribution of its services and amenities because of race, color or national origin in accordance with Title VI of the Civil Rights Act of 1964.

Any person, who believes she or he has been discriminated against, may file a signed, written complaint within one hundred eighty (180) days of the date of alleged discrimination.

The Title VI Complaint form may be printed from the STAGE. website:

<https://www.co.siskiyou.ca.us/generalservices/page/title-vi>

or may also be requested in person from the STAGE office at 190 Greenhorn Road Yreka, CA 96097 or by phone (530) 842-8220.

All complaints will be fairly and objectively investigated.

The complaint should include the following information:

1. Complainant's name, address, and how to contact you (i.e., telephone number, email address, etc)
2. Description of how, when, where and why complainant believes the discrimination occurred. In addition, the location, names, and contact information of any witnesses should also be included.

The completed form should be returned to:

STAGE
Attention: Transportation Services Manager
190 Greenhorn Road - Yreka, CA 96097
(530)842-8220

In addition to the Title VI complaint process at STAGE, a complainant may file a Title VI complaint with the:

U.S. Department of Transportation
Federal Transit Administration
Office of Civil Rights
1200 New Jersey Avenue SE
Washington, DC 20590

For more information about STAGE's Title VI program and complaint procedure or to request information in another language, contact (530)842-8220 or come by the office at 190 Greenhorn Road, Yreka, CA 96097.

Notificación al público de los derechos en virtud del Título VI

Siskiyou Transit and General Express (STAGE) se compromete a garantizar que ninguna persona quede excluida de la distribución equitativa de sus servicios y comodidades debido a su raza, color u origen nacional de acuerdo con el Título VI de la Ley de Derechos Civiles de 1964.

Cualquier persona que crea que ha sido discriminada puede presentar una queja por escrito y firmada dentro de los ciento ochenta (180) días a partir de la fecha de la supuesta discriminación.

El formulario de queja del Título VI se puede imprimir desde el sitio web de STAGE: <https://www.co.siskiyou.ca.us/generalservices/page/title-vi> o también se puede solicitar en persona en la oficina de STAGE en 190 Greenhorn Road Yreka, CA 96097 o por teléfono (530) 842-8220.

Todas las quejas serán investigadas de manera justa y objetiva.

La denuncia debe incluir la siguiente información:

1. El nombre del denunciante, la dirección y cómo contactarlo (es decir, número de teléfono, dirección de correo electrónico, etc.)
2. Descripción de cómo, cuándo, dónde y por qué el denunciante cree que ocurrió la discriminación. Además, también se debe incluir la ubicación, los nombres y la información de contacto de los testigos.

El formulario completado debe ser devuelto a:

ESCENARIO

**Atención: Gerente de Servicios de Transporte
190 Greenhorn Road - Yreka, CA 96097
(530)842-8220**

Además del proceso de quejas del Título VI en STAGE, un denunciante puede presentar una queja del Título VI ante:

**Departamento de Transporte de EE. UU.
Administración Federal de Tránsito
Oficina de Derechos Civiles, Edificio Este, 5to Piso TCR,
1200 New Jersey Avenue SE, Washington, DC 20590**

S.T.A.G.E. Title VI Complaint Form

Complainant's Name: _____
 Address: _____
 City: _____ State: _____ Zip Code: _____
 Telephone: _____ Secondary Phone (optional): _____
 Email Address: _____
 Name of person discriminated against (if different) _____
 Address: _____
 City: _____ State: _____ Zip Code: _____
 Phone: _____ Email: _____
 What is your relationship with this individual: _____
 Please explain why you have filed for a third party: _____

Please confirm that you have obtained permission of the aggrieved party to file on their behalf. Yes No

Which of the following best describes the discrimination that was experienced (check all that apply):

Race Color National Origin Sex Age

Date of alleged discrimination: (mm/dd/yyyy): _____

Please explain the alleged discrimination incident as clearly as possible. *Include the name and contact information of the person(s) who discriminated against you (if known), as well as names and contact information of any witnesses. If more space is needed please use the back of this form.*

Have you previously filed a Title VI complaint with S.T.A.G.E.? Yes No

Have you filed this complaint with any other Federal, State, or local agency, or with any Federal or State court? Yes* No

*If yes, provide information about a contact person at the agency/court where the complaint was filed:

Name: _____ Title: _____
 Agency: _____
 Address: _____
 City: _____ State: _____ Zip Code: _____
 Telephone: _____ Email: _____

You may attach any written materials or other information that you think is relevant to your complaint. Your signature and date are required below to complete the form.

Signature

Date

ETAPA Título VI Formulario de queja

Nombre del denunciante: _____

DIRECCIÓN: _____

Ciudad: _____ Estado: _____ Código postal: _____

Teléfono: _____ Teléfono secundario (opcional): _____

Dirección de correo electrónico: _____

Nombre de la persona discriminada (si es diferente) _____

DIRECCIÓN: _____

Ciudad: _____ Estado: _____ Código postal: _____

Teléfono: _____ Correo electrónico: _____

¿Cuál es su relación con este individuo? _____

Explique por qué ha solicitado a un tercero: _____

Confirme que ha obtenido el permiso de la parte agraviada para presentar en su nombre. Sí No

¿Cuál de los siguientes describe mejor la discriminación que se experimentó (marque todo lo que corresponda):

Carrera Color Origen nacional Sexo Edad

Fecha de la supuesta discriminación: (mm/dd/aaaa): _____

Por favor, explique el presunto incidente de discriminación tan claramente como sea posible. Incluya el nombre y la información de contacto de la(s) persona(s) que lo discriminaron (si se conocen), así como los nombres y la información de contacto de los testigos. Si necesita más espacio, utilice el reverso de este formulario.

¿Ha presentado previamente una queja del Título VI ante STAGE? Sí No

¿Ha presentado esta queja ante alguna otra agencia federal, estatal o local, o ante algún tribunal federal o estatal? Sí* No

*En caso afirmativo, proporcione información sobre una persona de contacto en la agencia/tribunal donde se presentó la denuncia:

Nombre: _____ Título: _____

Agencia: _____

DIRECCIÓN: _____

Ciudad: _____ Estado: _____ Código postal: _____

Teléfono: _____ Correo electrónico: _____

Puede adjuntar cualquier material escrito u otra información que considere relevante para su queja.

Se requiere su firma y fecha a continuación para completar el formulario.

Firma

Fecha

Envíe este formulario en persona o envíelo por correo a STAGE A la atención de: Gerente de servicios de transporte

LANGUAGE SPOKEN AT HOME FOR THE POPULATION 5 YEARS AND OVER		United States[®] Census Bureau
Note: The table shown may have been modified by user selections. Some information may be missing.		
DATA NOTES		
TABLE ID:	C16001	
SURVEY/PROGRAM:	American Community Survey	
VINTAGE:	2021	
DATASET:	ACSDT5Y2021	
PRODUCT:	ACS 5-Year Estimates Detailed Tables	
UNIVERSE:	Population 5 years and over	
FTP URL:	None	
API URL:	https://api.census.gov/data/2021/acs/acs5	
USER SELECTIONS		
TABLES	C16001	
GEOS	Siskiyou County, California	
EXCLUDED COLUMNS	None	
APPLIED FILTERS	None	
APPLIED SORTS	None	
PIVOT & GROUPING		
PIVOT COLUMNS	None	
PIVOT MODE	Off	
ROW GROUPS	None	
VALUE COLUMNS	None	
WEB ADDRESS	https://data.census.gov/table?q=c16001&g=050XX00US06093&tid=ACSDT5Y2021.C16001	
	Siskiyou County, California	
Label	Estimate	Margin of Error

Table: ACSDT5Y2021.C16001

Total:	41,910	±90
Speak only English	37,980	±451
Spanish:	2,910	±386
Speak English "very well"	1,752	±326
Speak English less than "very well"	1,158	±194
French, Haitian, or Cajun:	118	±69
Speak English "very well"	59	±40
Speak English less than "very well"	59	±56
German or other West Germanic languages:	153	±61
Speak English "very well"	136	±59
Speak English less than "very well"	17	±12
Russian, Polish, or other Slavic languages:	42	±42
Speak English "very well"	38	±42
Speak English less than "very well"	4	±5
Other Indo-European languages:	233	±73
Speak English "very well"	203	±65
Speak English less than "very well"	30	±13
Korean:	16	±16
Speak English "very well"	16	±16
Speak English less than "very well"	0	±28

Table: ACSDT5Y2021.C16001

Chinese (incl. Mandarin, Cantonese):	137	±101
Speak English "very well"	8	±9
Speak English less than "very well"	129	±99
Vietnamese:	0	±28
Speak English "very well"	0	±28
Speak English less than "very well"	0	±28
Tagalog (incl. Filipino):	8	±9
Speak English "very well"	6	±8
Speak English less than "very well"	2	±4
Other Asian and Pacific Island languages:	179	±102
Speak English "very well"	61	±53
Speak English less than "very well"	118	±68
Arabic:	9	±11
Speak English "very well"	5	±6
Speak English less than "very well"	4	±6
Other and unspecified languages:	125	±68
Speak English "very well"	122	±68
Speak English less than "very well"	3	±5

An Average week interaction	How successful are you in communication	What is the most common question asked by Limited English Proficient Individuals?	What can we do to make communication with Limited English Proficient Individuals easier for you?
NONE	MOST OF THE TIME	WHEN WILL A CERTAIN BUS ARRIVE?	TEACH PEOPLE HOW TO READ BUS SCHEDULES
NONE	MOST OF THE TIME	WHERE DOES THIS BUS GO?	SMALL CARD WITH "WHERE ARE YOU TRYING TO GO?" IN MULTIPLE LANGUAGES
1 TO 2	MOST OF THE TIME	HOW MUCH IS THE FARE?	NOT ANSWERED
1 TO 2	MOST OF THE TIME	WHICH BUS SHOULD I TAKE? WHERE DOES THIS BUS GO?	NOT ANSWERED
1 TO 2	MOST OF THE TIME	WHERE DOES THIS BUS GO?	NOT ANSWERED
1 TO 2	MOST OF THE TIME	WHEN WILL A CERTAIN BUS ARRIVE?	USE TRANSLATE APP ON PHONE
1 TO 2	MOST OF THE TIME	WHEN WILL A CERTAIN BUS ARRIVE?	CLASSES FOR STAFF AND HANDOUTS FOR LEPI
1 TO 2	MOST OF THE TIME	WHEN WILL A CERTAIN BUS ARRIVE?	NOT ANSWERED

Appendix D

LANGUAGE IDENTIFICATION FLASHCARD

Hello, I'm from the U.S. Census Bureau. Is someone here now who speaks English and can help us? If not, please write your phone number and someone will contact you in English.

01. English

Buenos días (Buenas tardes), soy de la Oficina del Censo de los Estados Unidos. ¿Se encuentra alguien que hable inglés y pueda ayudarnos? Si no, por favor, anote su número de teléfono y alguien se comunicará con usted en español.

02. Español/
Spanish

Përshëndetje, unë vij nga Zyra e Regjistrimit të Popullsisë së Sh.B.A-së. A ndodhet dikush tani këtu që flet anglisht dhe mund të na ndihmojë? Nëse jo, ju lutemi shkruani numrin e telefonit tuaj dhe dikush do t'ju kontaktojë në gjuhën shqipe.

03. Shqip/
Albanian

እንደምንት ፣ ከአሜሪካ የሕዝብ ቆጠራ ቢሮ ነኝ ። አሁን እንግሊዘኛ ቋንቋ የሚናገር እና ሊረዳን የሚችል ሰው አለ? ከሌለ እባክትን የስልክ ቁጥርን ይጻፉልንና በአማርኛ የሚያናግርት ይኖራል።

04. ቁጥር/ቁጥር/
Amharic

مرحبًا، أنا من مكتب الإحصاء الأمريكي. هل يوجد هنا الآن شخص يتحدث الإنجليزية ويمكنه مساعدتنا؟ إذا كان لا يوجد، فالرجاء أتابة رقم هاتفكم وسيصل بكم أحد الأشخاص باللغة العربية.

05. العربية/
Arabic

Բարև Ձեզ, Ես ԱՄՆ-ի Մարդահամարի Բյուրոյից եմ: Ներկա՞ է արդյոք մեկը, որը խոսում է Ամսերեն և կարող է մեզ օժնուել: Եթե ոչ, մտեր Ձեր հեռախոսի համարը և Ձեզ հետ կկապվեն Յայերենով:

06. Հայերեն/
Armenian

হ্যালো, আমি ইউ.এস. সেন্সাস বিউরো থেকে এসেছি। এখানে এখন এমন কেউ আছেন কি যিনি ইংরেজি বলতে পারেন এবং আমাদের সাহায্য করতে পারেন যদি তেমন কেউ না থাকে, আপনার ফোন নম্বর লিখে দিন এবং আপনার সঙ্গে একজন বাংলায় যোগাযোগ করবেন।

07. বাংলা/
Bengali

Разрешете да ви се представя, аз съм служител на Бюрото по преброяване на населението на САЩ. Има ли тук някой, който говори английски и би могъл да ни помогне? Ако няма, моля, напишете своя телефонен номер, за да може някой от нашите служители да ви се обади на български.

08. български/
Bulgarian

*နူသယူ၍မသာ အူန နှ့ ဃနညျကျ ကြမနကေး၍ ပျသာနသညန. နမန ညသတ တသ ပစနဂ္ဂ နညျဂျ ညေိ
ခညေ. နူစ ကျိ ညသအယ ဂူနဂျန တမအန ပသကမ စသညန ညကာဘနမ ညေိ ပျသာနသညန တဂ္ဂ
ခသညအခေအ ပသက ငည နညျဂျ.

09. မြန်မာ/
Burmese

សូម្បី ខ្ញុំមកពីការិយាល័យជំរឿនរបស់សហរដ្ឋអាមេរិក ១ ។ ្រុ ១ ជនសុស ពុទ្ធប ។ តើមាននរណានៅ ទីនេះដែលចេះនិយាយភាសាអង់គ្លេសហើយអាចជួយយើងបា
នទេ ? ប្រសិនបើមិនមានទេ សូមសរសេរ លេខទូរស័ព្ទរបស់អ្នកមក ហើយនរណាម្នាក់នឹងទាក់ទងអ្នកជាភាសាខ្មែរ ។

10. ភាសាខ្មែរ/
Cambodian

您好。我是为美国人口普查局工作的。您这里有没有会说英语的人可以帮助我们？如果没有，请写下您的电话号码，然后将有人用中文与您联系。

11. 中文/
Chinese
(Simplified)

您好。我是为美國人口普查局工作的。請問您這裡有沒有會說英語的人可以幫助我們？如
果沒有，請寫下您的電話號碼，之後將有人使用中文與您聯絡。

12. 中文/
Chinese
(Traditional)

Dobar dan, ja sam iz Američkog biroa za cenzus. Ima li ovdje nekoga tko govori engleski i može
nam pomoći? Ako nema, molim Vas da napišete svoj broj telefona, pa ćemo stupiti s Vama u
kontakt na hrvatskom jeziku.

13. hrvatski/
Croatian

Dobrý den, jsem z Amerického úřadu pro sčítání lidu (U.S. Census Bureau). Je zde někdo, kdo
hovoří anglicky a může nám pomoci? Pokud ne, napište prosím své telefonní číslo a někdo Vás
bude kontaktovat v češtině.

14. čeština/
Czech

سلام، من در دفتر نفوس شماری، در ایالات متحده آمریکا ایفای وظیفه مینمایم. آیا همراه شما،
ممین لحظه کسی است که با لسان انگلیسی آشنایی داشته باشد و ما را کمک کرده بتواند؟ اگر
نیست، پس لطفاً نمبرتیلیفون ترا بدهییت با لسان هندی با شما در تماس شویم.

15. دری/
Dari

Kudual, ɣen ye raan de maktam de kuɛn de kɔc de Amerika. Non raan ye jam ɛ thon de Linglith lɛu
bɛ wok kony ɛ kɛ looiku? Na liu, ke yi gɔɔr telepundu ku anon raan bɛ yiin col ɛ thuoŋjɛn.

16. Thuonjɛn/
Dinka

Hallo, ik ben van het Amerikaanse Census Bureau. Is er iemand hier die Engels spreekt en ons kan
helpen? Als dat niet zo is, wilt u dan uw telefoonnummer opschrijven? Dan zal iemand telefonisch
contact met u opnemen in het Nederlands.

17. Nederlands/
Dutch

سلام. من یک کارمند اداره سرشماری ایالات متحده هستم. آیا کسی حالا اینجا هست که به زبان انگلیسی صحبت میکند و میتواند به ما کمک کند؟ اگر کسی نیست، لطفاً شماره تلفنتان را بنویسید، و یک نفر به زبان فارسی با شما تماس خواهد گرفت.

18. فارسی/
Farsi

Bonjour, je travaille pour le Bureau de Recensement des États-Unis. Y a-t-il quelqu'un ici qui parle anglais et puisse nous aider ? Sinon, notez votre numéro de téléphone pour que quelqu'un puisse vous contacter en Français.

19. Français/
French

Guten Tag, ich komme im Auftrag des Bundesbüro zu Durchführung von Volkszählungen. Kann ich mit jemandem sprechen, der Englisch spricht und der uns helfen kann? Wenn nicht, schreiben Sie bitte Ihre Telefonnummer auf und es wird sich jemand in deutscher Sprache mit Ihnen in Verbindung setzen.

20. Deutsch/
German

Γειά σας,
Είμαστε από την Υπηρεσία Απογραφής των ΗΠΑ. Είναι κανείς εδώ αυτή τη στιγμή που μιλάει Αγγλικά να μας εξυπηρετήσει; Αν όχι, παρακαλώ σημειώστε το τηλέφωνό σας και θα επικοινωνήσει κάποιος μαζί σας στα ΕΛΛΗΝΙΚΑ.

21. Ελληνικά/
Greek

Bonjou, mwen se anpwlaye biwo resansman ameriken. Èske m ka pale ak yon moun nan kay la ki konn pale anglè ? Si pa gen moun nan kay la ki pale anglè, tanpri ekri nimewo telefòn ou pou yon moun kki pale kreyòl ayisyen rele w.

22. kreyòl ayisyen/
Haitian Creole

שלום, אני ממושרד מפקד האוכלוסין של ארצות הברית. האם יש כאן מישהו ברגע זה שמדבר אנגלית ויכול לעזור לנו? במידה ולא, אנא כתבו את מספר הטלפון שלכם ומישהו ייצור קשר אתכם בשפה העברית.

23. עברית/
Hebrew

हैलो, मैं यू.एस. जनगणना ब्यूरो से हूँ। क्या अभी यहां ऐसा कोई व्यक्ति है जो अंग्रेजी बोलता हो और हमारी मदद कर सकता हो? यदि नहीं, तो कृपया अपना फोन नंबर लिखें और कोई व्यक्ति आपसे हिन्दी में संपर्क करेगा।

24. हिन्दी/
Hindi

Nyob zoo. Kuv tuaj hauv Teb Chaws Asmeskas Chaw Suav Pej Xeem tuaj. Puas muaj leej twg nyob hauv tsev uas txawj lus Askiv thiab pab tau peb? Yog tsis muaj, thov sau koj tus xov tooj tseg, mam li muaj ib tug neeg hais lus Hmoob hu tuaj rau koj.

25. Hmoob/
Hmong

Jó napot kívánok, az Egyesült Államok Népszámlálási Hivatalától vagyok. Van a közelben valaki, aki beszél angolul, és segíteni tud nekünk? Ha nem, kérem, írja le a telefonszámát, és kapcsolatba fogunk lépni Önnel magyarul.

26. Magyar/
Hungarian

Hello, taga Census Bureau ako ng U.S. Adda kadi kadakayo nga makapagsarita ti English ken mabalin nga tumulong kaniami? Nu awan paki surat yo iti numero iti telepono yo ta adda iti tumawag kaniayo nga ag Ilocano.

27. Ilocano/
Ilocano

Salve, chiamo da parte del Census Bureau degli Stati Uniti. C'è qualcuno che parla inglese ed è in grado di aiutarci? In caso negativo, scriva il numero di telefono e sarà contattato da qualcuno che parla Italiano.

28. Italiano/
Italian

こんにちは。私は米国勢調査局の係員です。こちらには英語を理解できこの調査にご協力いただける方がいらっしゃいますか？もしない場合は、あなたのお電話番号をお書きいただければ、日本語を話す係員が連絡をいたします。

29. 日本語/
Japanese

안녕하세요. 저는 미국 인구조사국에서 일하고 있습니다. 영어를 사용하시는 분 중에 저희를 도와 주실 수 있는 분이 여기 계십니까? 없으신 경우, 전화번호를 적어주시면 한국어를 할 수 있는 직원이 연락을 드릴 것입니다.

30. 한국어/
Korean

ສະບາຍດີ, ຂ້າພະເຈົ້າ ມາຈາກສຳນັກງານສຳຫຼວດພົນລະເມືອງ ແຫ່ງສະຫະລັດອາເມລິກາ. ມີໃຜຢູ່ທີ່ນີ້ ສາມາດເວົ້າພາສາອັງກິດ ແລະ ຊ່ວຍເຫຼືອພວກເຮົາໄດ້ບໍ່? ຖ້າບໍ່ມີ, ກະລຸນາຂຽນເລກ ໂທລະສັບຂອງທ່ານ ແລະ ພວກເຮົາ ຈະຕິດຕໍ່ທ່ານ ເປັນພາສາລາວ.

31. ພາສາລາວ/
Laotian

Sveiki, aš esu iš JAV Gyventojų surašymo biuro. Ar čia dabar yra kas nors, kas kalba angliškai ir galėtų mums padėti? Jei ne, prašome užrašyti savo telefono numerį ir su jumis susisieks lietuvių kalba.

32. Lietuvių/
Lithuanian

ഹലോ, ഞാൻ യു എസ് സെൻസസ് ബ്യൂറോയിൽ നിന്നാണ്. ഇംഗ്ലീഷ് സംസാരിക്കുന്ന ആരെങ്കിലും ഇപ്പോൾ ഇവിടെയുണ്ടോ ഞങ്ങളെ സഹായിക്കാൻ? ഇല്ലെങ്കിൽ, നിങ്ങളുടെ ടെലിഫോൺ നമ്പർ എഴുതി നൽകുക. മലയാളത്തിൽ സംസാരിക്കുന്ന ആരെങ്കിലും താങ്കളെ ബന്ധപ്പെടും.

33. മലയാളം/
Malayalam

Yá'át'ééh, Neeznáá nináháháágo Bila'ashdla'ii náóltah bił haz'á bá naashnish. Háidaa'ish kóó Bilagáanaa biq zaad yee yátti'ígíí hóló? 'Ádingo 'éí nibéesh bee hane'é nihá 'ádííííí dóó t'áá háida t'áá Diné Bizaad yee yátti'ígíí nich'í' náhodoolnih.

34. Diné Bizaad/
Navajo

नमस्ते, म अमेरिकाको जनगणना अफिसबाट आएको । यहाँ अंग्रेजी बोल्न जान्ने अन्त हामीलाई मदत गर्नसक्ने कोहि मान्छे छन ? नभा, तपाईंको फोन नम्बर लेखिदिनु अनि कसैले तपाईंसित नेपाली भाषामा कुरा गर्नेछन् ।

35. नेपाली/
Nepali

ਹੈਲੋ, ਮੈਂ ਯੂ.ਐੱਸ. ਜਨਗਣਨਾ ਬਿਊਰੋ ਵਲੋਂ ਆਇਆ/ਆਈ ਹਾਂ। ਕੀ ਇਥੇ ਕੋਈ ਅੰਗਰੇਜ਼ੀ ਬੋਲ ਸਕਦਾ ਹੈ ਅਤੇ ਸਾਡੀ ਮਦਦ ਕਰ ਸਕਦਾ ਹੈ? ਜੇ ਨਹੀਂ, ਤਾਂ ਕਿਰਪਾ ਕਰਕੇ ਆਪਣਾ ਟੈਲੀਫੋਨ ਨੰਬਰ ਲਿਖ ਦਿਉ ਅਤੇ ਕੋਈ ਤੁਹਾਨੂੰ ਪੰਜਾਬੀ ਵਿੱਚ ਸੰਪਰਕ ਕਰੇਗਾ।

36. ਪੰਜਾਬੀ/
Panjabi

Dzień dobry. Jestem z Amerykańskiego Biura Spisu Ludności. Czy ktoś tutaj mówi po angielsku i mógłby nam pomóc? Jeżeli nie, proszę napisać swój numer telefonu, a ktoś skontaktuje się z Państwem po polsku.

37. Polski/
Polish

Olá, sou do Serviço de censo dos Estados Unidos. Alguém aqui fala inglês e pode nos ajudar? Caso contrário, escreva seu telefone e alguém vai entrar em contato com você em português.

38. Português/
Portuguese

Bună ziua, sunt de la Biroul de Recensământ al S.U.A. Este cineva aici, în acest moment, care vorbește engleză și ne poate ajuta? Dacă nu, vă rog scrieți-vă numărul de telefon și cineva vă va contacta telefonic în română.

39. Română/
Romanian

Здравствуйте! Я представляю Бюро переписи населения Соединенных Штатов. Присутствует здесь кто-нибудь, кто говорит по-английски и мог бы помочь нам? Если нет, то, пожалуйста, напишите свой телефонный номер, чтобы наши сотрудники могли побеседовать с вами по-русски.

40. русский/
Russian

Добар дан, ја сам из Америчког бироа за попис становништва. Да ли овде има некога ко говори енглески и може да нам помогне? Ако нема, молим Вас да напишете свој број телефона, па ћемо контактирати с Вама на српском језику.

41. српски/
Serbian

Hallo, Waxaan anigu ka tirsanahay Xafiiska Tirakoobka Mareykanka. Halkan ciddi ma Joogta hadda oo ku hadasha Ingiriisiga oo na caawin karta? Haddi kalese, fadlan qor lambarka talafoonkaaga markaasna qof ayaa kugulasoo xidhiidhi doona adiga Soomaalliga.

42. Soomaali/
Somali

Halo, nimetoka Shirika la Sensa la Merika Je, kuna mtu hapa sasa anayezungumza Kiingereza na anaweza kutusaidia? Ikiwa hakuna, tafadhali andika nambari yako ya simu na mtu atawasiliana na wewe kwa Kiswahili.

43. Kiswahili/
Swahili

Hello, Ako'y galing sa U.S. Census Bureau. Mayroon ba ditong marunong magsalita ng Ingles at makakatulong sa amin ngayon? Kung wala, pakisulat ang telepono ninyo at may tatawag sa inyo sa Tagalog.

44. Tagalog/
Tagalog

สวัสดีครับ/ค่ะ ผม/ดิฉันเป็นเจ้าหน้าที่จากสำนักงานสัมมนาประชากรสหรัฐ มีใครพอจะพูดภาษาอังกฤษเพื่อช่วยแปลได้บ้างหรือเปล่า ครับ/ค่ะ ถ้าไม่มีช่วยแจ้งเบอร์โทรศัพท์เพื่อที่เราจะสามารถติดต่อกลับมาใหม่ได้เป็นภาษาไทย

45. ไทย/
Thai

ሃሎው፡ ካብ ቤት ጽሕፈት ምቕጣር ሕዝቢ ኣሜሪካ ኣየ ኣነ። ሕጂ ኣግጥሞኛ ዝዘራረብን ክሕግዝን ዝኣከልን ሰብ ኣብዚ ኣሎዶ? ኣገተዘይኮነ፡ ብክብረትኩም ቁጽሪ ቱሌፎንኩም ጽሑፉም ኣደሰብ ብትግርኛ ክሕበኩም ኣዩ።

46. ትግርኛ/
Tigrinya

Merhaba, A.B.D. İstatistik Bürosu'ndanım. Orada İngilizce konuşan ve bize yardım edebilecek birisi var mı? Yoksa, lütfen telefon numaranızı yazın, sizinle Türkçe dilinde temasa geçilecek.

47. TÜRKÇE/
Turkish

Привіт, Ми з США. Сенсес Бюро. Тут є хтось, хто володіє англійською мовою і може допомогти нам? Якщо ні, будь ласка, запишіть ваш телефонний номер і з вами зв'яжуться на українській мові.

48. українська
мова/
Ukrainian

ہیلو، میں امریکی مردم شماری بیورو سے ہوں۔ کیا یہاں کوئی ایسا شخص ہے جو انگریزی بولتا ہو اور ہماری مدد کر سکتا ہو؟ اگر نہیں، تو براہ کرم اپنا فون نمبر لکھوائیں اور کوئی شخص آپ سے اردو زبان میں رابطہ کرے گا۔

49. اردو/
Urdu

Xin chào, tôi là nhân viên của Cục Thống Kê Dân Số Hoa Kỳ. Ở đây hiện có ai biết nói tiếng Anh và có thể giúp chúng tôi không? Nếu không, xin vui lòng ghi lại số điện thoại của quý vị. Chúng tôi sẽ liên lạc lại với quý vị bằng tiếng Việt.

50. Tiếng Việt/
Vietnamese

האלאו, איך בין פון די יונייטעד סטעיטס צענזוס ביורא. איז פאראן דא איינער וואס רעדט ענגליש און קען אונז העלפן? אויב נישט, ביטע שרייבט אראפ אייער טעלעפאן נומער און איינער וועט זיך פארשטענדיגן מיט אייך אויף אידיש.

51. אידיש/
Yiddish

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ATTACHMENT 5 – Preventable Accidents Definitions

Definition of Preventable Incident (Accident) – an incident where the driver could have, but failed, to properly identify an incident-producing situation soon enough to take reasonable and prudent action to avoid a collision or an injury.

Vehicle Incidents

A: Struck in Rear by Other Vehicle:

Non-Preventable if:

1. Driver's vehicle was legally and properly parked.
2. Driver was proceeding in his own lane of traffic at a safe and lawful speed.
3. Driver was stopped in traffic due to existing conditions or was stopped in compliance with traffic sign or signal or the directions of a police officer or other person legitimately controlling traffic.
4. Driver was in proper lane waiting to make a turn.

Preventable if:

1. Driver was passing slower traffic near an intersection and had to make sudden stop.
2. Driver made sudden stop to park, load, or unload.
3. Driver rolled back into vehicle behind while starting on grade.
4. Driver made a sudden stop to avoid striking other vehicle in the rear.

B. Struck While Parked:

Non-Preventable if:

1. Driver was properly parked in a location where parking was permitted.
2. The vehicle was protected by emergency warning devices as required by DOT and state regulations or if driver was in the process of setting out or retrieving signals. These provisions shall apply to the use of the turn signals as emergency warning lights under DOT regulations.

C. Incidents at Intersections:

Preventable if:

1. Driver failed to control speed so that he could stop within available clear sight distance.
2. Driver failed to check cross-traffic and wait for it to clear before entering the intersection.
3. Driver pulled out from side street in the face of oncoming traffic.
4. Driver collided with person, vehicle, or object while making right or left turn.
5. Driver collided with the vehicle making turn in front of him.

D. Striking Other Vehicle in Rear:

Preventable if:

1. Driver failed to maintain safe following distance and have his vehicle under control.

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ATTACHMENT 5 – Preventable Accidents Definitions

2. Driver failed to keep track of traffic conditions and note slowdowns.
3. Driver failed to ascertain whether vehicle ahead was moving slowly, stopped, or slowing down for any reason.
4. Driver misjudged rate of overtaking.
5. Driver came too close before pulling out to pass.
6. Driver failed to wait for car ahead to move into the clear before starting to move.
7. Driver failed to leave sufficient room for passing vehicle to get safely back in line.
8. Driver was over-driving his vision.

E. Sideswipe and Head-on Collisions:

Preventable if:

1. Driver was not entirely in his proper lane of travel.
2. Driver did not pull to his right and slow down and stop for vehicle encroaching on his lane of travel when such action could have been taken without additional danger. (Buses with passengers should not run off the road.)

F. Squeeze Plays and Blockouts:

Preventable if:

1. Driver failed to yield right-of-way when necessary to avoid an accident.
2. Driver failed to properly position vehicle in preparation for the turn

G. Backing Incidents:

Preventable if:

1. Driver backed up when backing could have been avoided by better planning of his route.
2. Driver backed into traffic stream when such backing could have been avoided.
3. Driver failed to get out of vehicle and check proposed path of backward travel.
4. Driver failed to get out of vehicle periodically and recheck conditions when backing a long distance.
5. Driver failed to sound horn and turn on 4-way flashers prior to and while backing.

H. Incidents While Passing:

Preventable if:

1. Driver passed where view of road ahead was obstructed by hill, curve, vegetation, traffic, adverse weather conditions, etc.
2. Driver attempted to pass in the face of closely approaching traffic.
3. Driver failed to warn driver of vehicle being passed (e.g. horn, and/or turn signal indicators).
4. Driver failed to signal change of lanes.
5. Driver pulled out in front of other traffic over-taking from rear.
6. Driver cut-in short returning to lane of travel.

I. Incidents While Being Passed:

Preventable if:

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1. Driver failed to stay in his own lane and hold speed or reduce it to permit safe passing.

J. Incidents While Entering Traffic Stream:

Preventable if:

1. Driver failed to signal when pulling out from curb.
2. Driver failed to check traffic before pulling out from curb.
3. Driver failed to look back to check traffic if he was in position where mirrors did not show traffic conditions.
4. Driver attempted to pull out in a manner that forced other vehicle(s) to change speed or direction.
5. Driver failed to make full stop before entering from side street, alley or driveway.
6. Driver failed to make full stop before crossing sidewalk.
7. Driver failed to yield right-of-way to approaching traffic.

K. Pedestrian Incidents:

Preventable if:

1. Driver did not reduce speed in area of heavy pedestrian traffic.
2. Driver was not prepared to stop.
3. Driver failed to yield right-of-way to pedestrian.

L. Mechanical Defects Incidents:

Preventable if:

1. Defect was of a type which driver should have detected in making pre-trip or enroute inspection of vehicle.
2. Defect was of a type which driver should have detected during the normal operation of the vehicle.
3. Defect was caused by driver's abusive handling of the vehicle.

M. All Types of Incidents:

Preventable if:

1. Driver was not operating at a speed consistent with the existing conditions of road, weather and traffic.
2. Driver failed to control speed so that he could stop within assured clear distance.
3. Driver misjudged available clearance.
4. Driver failed to yield right-of-way to avoid accident.
5. Driver failed to accurately observe and recognize potentially existing hazardous conditions or events that could produce an accident.
6. Driver was in violation of Company operating rules or special instruction, the regulations of any federal or state regulatory agency, or any applicable traffic laws or ordinances.

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FORM 1 - Forms Checklist

Submit the following items at the time of proposal submission:

- ❑ Form 1 – Forms Checklist
- ❑ Form 2 – Acknowledgement of Addenda
- ❑ Form 3 – Current Client References
- ❑ Form 4 – Equal Employment Opportunity Certification
- ❑ Form 5 – Non-Collusion Affidavit
- ❑ Form 6 – Public Contract Code Certifications
- ❑ Form 7 – SCLTC/STA Proposer’s Information Request Form (DBE & subcontractor information)

CONFIDENTIAL FORMS – Submitted separately in sealed envelope.

- ❑ Confidential Form A – Cost Proposal Forms
- ❑ Confidential Form B – Insurance

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FORM 2 - Acknowledgement of Addenda

The following form shall be completed and included in the proposal package.

Failure to acknowledge receipt of all addenda may cause the proposal to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Offer.

The undersigned Proposer acknowledges receipt of the following addendum to the documents:

Addendum No.	Date:
Addendum No.	Date:
Addendum No.	Date:
Addendum No.	Date:

Signature of Proposer's Authorized Official

Name and Title of Proposer's Authorized Official

Company Name

Date

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FORM 3 - Client References

Proposer's Name: _____

Please list a minimum of three professional references with knowledge of the proposer's experience with providing similar services identified in the RFP.

Reference 1

Agency/Company Name:	
Address:	
Contact Person:	
Contact Email Address:	
Contact Phone Number:	
Length of Contract (In Years):	
Description of Services Provided:	

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FORM 3 - Client References

Reference 2

Agency/Company Name:	
Address:	
Contact Person:	
Contact Email Address:	
Contact Phone Number:	
Length of Contract (In Years):	
Description of Services Provided:	

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FORM 3 - Client References

Reference 3

Agency/Company Name:	
Address:	
Contact Person:	
Contact Email Address:	
Contact Phone Number:	
Length of Contract (In Years):	
Description of Services Provided:	

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FORM 4 – Equal Employment Opportunity Certification

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The PROPOSER _____,
and proposed subcontractor _____, hereby
certifies that they provide equal employment opportunities to all employees and
applicants for employment and prohibits discrimination and harassment of any type
without regard to race, color, religion, age, sex, national origin, disability status, genetics,
protected veteran status, sexual orientation, gender identity or expression, or any other
characteristic protected by federal, state or local laws.

Signature of Proposer's Authorized Official

Name and Title of Proposer's Authorized Official

Date

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FORM 5 – Non-Collusion Affidavit

(California Public Contract Code, Section 7106)

TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL

State of California

County of _____, being first duly sworn, deposes and says that he/she is _____ of _____, the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the proposer has not, directly or indirectly, submitted his/her or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

By _____

___ personally known to me OR ___ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed this instrument.

Subscribed and sworn to before me on _____

Notary Public

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FORM 6 – Public Contract Code

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the proposer hereby declares under penalty of perjury under the laws of the State of California that the proposer has ___ , has not ___ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "proposer" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The proposer must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Proposer shall complete, under penalty of perjury, the following questionnaire:

Has the proposer, any officer of the proposer, or any employee of the proposer who has a proprietary interest in the proposer, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

Public Contract Code 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

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FORM 7 – Proposer’s Information Request Form
 SISKIYOU TRANSPORTATION AGENCY/PROPOSER’S INFORMATION REQUEST FORM

Name of Project/Proposal	Proposer Business Name and Address	Date:
Name of Person Submitting Proposal	Signature of Proposer	Contact Phone Number
Contact Person	Contact Email	

Important: 1) Identify all DBE firms being utilized on project. 2) List names of all DBE subcontractors and their respective items of work. 3) Attach a copy of the proof of DBE certification for each DBE subcontractor listed on this form.

List Business Firm: Name, Address and Contact Person (if not the same as above)	Phone Number	Email Address	Item of Work, Service or Materials Supplied	NAICS Code (if known)*	Disadvantaged Business Enterprise Participation		Small Business Enterprise		Percentage of Contract Participation
					Certified DBE (Y/N)	DBE Certification #	Certified SBE (Y/N)	SBE Certification #	
A. Prime Contractor:									
B. Prime Contractor:									

Siskiyou Transportation Agency is required to report on payments made to Disadvantaged Business firms. Firms must be certified by Caltrans or an agency participating in the California Unified Certification Program.

*NAICS Code: North American Industry Classification System Code. Codes can be found at <https://www.census.gov/naics/>

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 Request for Proposals - # 2024-001
 CONFIDENTIAL FORM A

COST PROPOSAL FORM

	Year 1	Year 2	Option 1
	FY 2024/2025	FY 2025/2026	FY 2026/2027
Estimated Dates of Service:	01/15/2025 ~ 11/30/2025	12/01/2025~11/30/2026	12/01/2026~11/30/2027
Estimated # of Days of Service:	9	13	12
PROPOSER's Vehicle Capacity per Trip			
PROPOSER's Costs:			
Cost per Vehicle Revenue Hour:			
Standby Cost Per Day:			

Siskiyou County Local Transportation Commission / Siskiyou Transportation Agency
REQUEST FOR PROPOSALS – # 2024-001
Mt Shasta Ski Park Saturday Shuttle Services
CONFIDENTIAL FORM B – Insurance

Insurance

PROPOSER shall attach letters confirming their ability to obtain required coverage limits outlined in Attachment 3.

PROPOSER can attach certificates of insurance for existing policies that demonstrate coverage as outlined in Attachment 3.

By signing below PROPOSER understands and agrees to comply with the requirements set forth in Attachment 3.

Signature of Proposer's Authorized Official

Name and Title of Proposer's Authorized Official

Date