

Request for Proposals (RFP) RFP# 2025-001 Siskiyou County Evacuation and Preparedness Plan

Proposals due by: February 14, 2025 – 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

Attachment to RFP

Attachment A: Scope of Work

Attachment B: Sample Contract for Services

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

Form 7 – Proposer's Information Request Form

CONFIDENTIAL FORMS (Submitted separately in sealed envelope)

Confidential Form A – Cost Proposal Forms

Estimated Timeline of Events

The following schedule of events will be followed to the extent achievable; however, SCLTC reserves the right to adjust or make changes to the schedule as needed.

Date	Activity
01/03/2024	Release of Request for Proposals (RFP)
01/31/2024 (4:00 PM PST)	Deadline for questions, clarifications, comments
02/05/2024	Final SCLTC response to questions and clarifications
02/14/2025 (3:00 PM PST)	Proposals Due
02/17/2025 ~ 03/08/2025	Proposal Review and Interviews (if necessary)
03/11/2025 ~ 03/22/2025	Contract negotiations
04/08/2025	Tentative Award of Contract by SCLTC
04/09/2025 ~ 04/16/2025	Execute Contract, Insurance Requirements

1.0 Procuring Agency and Project Manager

Request for Proposals (RFP) No.	2025-001
Procuring Agency:	Siskiyou County Local Transportation Commission 190 Greenhorn Road Yreka, California 96097
Project Manager:	Melissa Cummins, Executive Director
Telephone:	(530) 709-5060
E-mail:	melissa@siskiyoucoltc.org

2.0 General Overview

The Siskiyou County Local Transportation Commission (SCLTC) is the designated Regional Transportation Planning Agency (RTPA) for the County of Siskiyou, which includes the nine incorporated cities of Dorris, Dunsmuir, Etna, Fort Jones, Montague, Mt Shasta, Weed, Tulelake, and Yreka, and numerous tribal entities. As the designated Regional Transportation Planning Agency (RTPA) SCLTC is responsible for regional transportation planning activities, including but not limited to transit, streets and roads, bicycle and pedestrian activities.

The Siskiyou County Local Transportation Commission (SCLTC) is seeking proposals from qualified consultants to develop the Siskiyou County Evacuation and Preparedness Plan.

Siskiyou County has experienced twenty-three wildfires between 2020 and 2023 that have resulted in over a million acres burned plus subsequent mud flows and mud slides impacting transportation facilities. Evacuation efforts during events have been a partnership between the Siskiyou County Office of Emergency Services (with other law enforcement agencies) and Siskiyou Transit and General Express (STAGE), providing transportation services to transit dependent residents and other evacuees who lost transportation resources. This project would establish evacuation protocols and procedures for relevant agencies, in conjunction with existing emergency operations. The final product would include a reference document aimed at seamless coordination between the various agencies and communities with respect to transportation and evacuation services. The project will also be used to analyze the risk assessments of existing transportation facilities to determine potential strategies or improvement needs for vulnerable areas and populations.

A detailed Scope of Work is included in Attachment A to this Request for Proposals.

Firms interested in submitting proposals should obtain the detailed Request for Proposals by visiting https://siskiyoucoltc.org/announcements/request-for-bids-proposals/ or by contacting:

Siskiyou County Local Transportation Commission Melissa Cummins, Executive Director Telephone: (530) 709-5060

Email: melissa@siskiyoucoltc.org

3.0 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. 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 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 and the PROPOSER has supplied the required insurance.

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 PROPOSER and shall not be chargeable in any manner to SCLTC. The SCLTC 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.

4.0 SCLTC'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.
- 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 all live or virtual meetings, including conferences and interviews, with potential and actual PROPOSERS and staff during all phases of this RFP process. All recordings shall be deemed confidential until after the award of the contract except for open public meetings.

5.0 Proposal Questions

Prospective proposers are encouraged to submit written questions or requests for clarification or additional information regarding the meaning or intent of this RFP to the Project Manager at melissa@siskiyoucoltc.org by the date and time identified in the estimated timeline section.

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.

6.0 Instructions to Proposers

6.1 <u>Due Date and Submittal Requirements</u>

Proposals must be received on or before *Friday*, *February 14*, 2025, by 3:00 PM PST.

Envelopes or boxes containing proposals shall be sealed and clearly labeled as follows: "PROPOSAL FOR SISKIYOU COUNTY EVACUATION AND PREPAREDNESS PLAN – RFP #2025-001".

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 SISKIYOU COUNTY EVACUATION AND PREPAREDNESS PLAN – RFP #2025-001"

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 and all forms (non-pricing and cost proposal).
- Proposers shall submit one (1) original and two (2) copies of the Confidential Forms in a <u>separate sealed envelope</u> clearly marked "CONFIDENTIAL FORMS".
 - o This shall include Confidential Form A Cost Proposal.
- Electronic submissions shall include the Confidential Form <u>as a separate</u> <u>attachment</u> 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.

6.2 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.

6.3 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). Proposals shall be submitted with tabbed sections 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 subsections with each Part (as listed below) being a separate tab in the proposal:

Tab 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.

Tab 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 of the firm.

Tab 3 – Proposed Staffing:

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 with contracts of similar size and scope.

Identify any subcontractors 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.

Tab 4 – Technical Approach:

Describe how the study is proposed to be conducted, including public outreach, data collection and compilation, analysis, consensus building and stakeholder approvals. Describe project management techniques and strategies to ensure quality and on time project delivery and within budget.

Tab 5 – Preliminary Schedule:

Provide a draft schedule for study completion.

Tab 6 – Additional Information:

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

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

- Form 1 Forms Checklist
 Checklist of supplement documents PROPOSER must submit.
- Form 2 Acknowledgement of Addenda
 PROPOSER shall acknowledge receipt of all addenda issued by SCLTC.

- Form 3 Current Client References SCLTC intends to contact some or all of PROPOSER'S prior clients to seek information about performance and client satisfaction, including evaluations, if any.
- Form 4 Equal Employment Opportunity Certification
 The certification that PROPOSER provides equal employment opportunities to all employees and applicants.
- Form 5 Non-Collusion Affidavit
- Form 6 Public Contract Code Questionnaire
 Questionnaire related to Public Contract Code Section 10285.1, 10162, and 10232.
- Form 7 Proposer's Information Request Form Identify all DBE firms being utilized on the project, including subcontractors and their respective items of work.

6.4 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:

- 1. CONFIDENTIAL FORM A Cost Proposal Form
- 2. Detailed cost breakdown, including estimated time by task, hourly rates, estimated travel time, travel expenses and materials cost.

PROPOSERS quoted price on the Cost Proposal Form shall be the total not-to-exceed cost to provide the services identified in the Scope of Work (Attachment A).

Lodging, meals, and incidentals incurred during the scope of work for this RFP will not exceed the maximums allowed per the California Department of Transportation Travel Information & Policy in effect on the date the expense is incurred. A copy of the current policy can be provided upon request.

6.5 Insurance Program & Requirements

Proposers should ensure they meet the required insurance requirements as specified in Sections 5.04. 5.06 and 5.10 of the Siskiyou County Local Transportation Commission Contract For Services. (Attachment B)

6.6 Modification or Withdrawal of Proposals

A modification of a proposal previously submitted will be accepted by SCLTC 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'S Project Manager. After the

proposal Due Date, a proposal may be withdrawn only if SCLTC fails to award the Contract within the proposal validity period prescribed in Section 6.2 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's right to reject a proposal.

7.0 Proposal Evaluation, Negotiation, and Selection

Proposals must conform to the specifications described in this RFP.

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

Proposals will be evaluated, negotiated, and awarded in accordance with the criteria and procedures described in this RFP.

7.1 Proposal Evaluation Criteria

The following criteria will be used to evaluate and rank proposals. This set of criteria must be addressed and are not listed in 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 following criteria will be used in the evaluation of the potential consultants:

- a. Qualifications including:
 - Evidence that the PROPOSER possesses the qualifications and experience necessary to perform adequately and meet Contract requirements based on past performance and client references, and;
 - Evidence that the PROPOSER has sufficient resources to perform the Contract as specified and assure the level of service required.
- b. Technical approach and scope of services, how the firm proposed to conduct the plan, including public outreach, data collection and compilation, analysis and deliverables.
- c. Proposed costs

7.2 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 reserves the right to request a PROPOSER provide any missing information and to make corrections or clarifications.

If 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 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.

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.

7.3 Interviews

If needed, interviews may be scheduled with the proposing firms determined by SCLTC to be within the competitive range. Interviews will be held on the dates shown in Timeline Section above.

SCLTC 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 will make every attempt to notify PROPOSERS in a timely manner to allow preparation time for interviews.

7.4 Confidentiality of Proposals

Access to public records is governed by the California Public Records Act (Government Code section 6250 et seq). Except as otherwise required by law, SCLTC will exempt from the disclosure of 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 shall employ sound business practices, no less diligent than those used for SCLTC'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 in its sole discretion, bears appropriate notice relating to its confidential character.

8.0 Procurement Terms and Conditions

8.1 Acceptance/Rejection of Proposals

SCLTC reserves the right to reject any or all proposals, to undertake discussions with one or more PROPOSERS, and to accept that proposal or modified proposal which, in its judgment, will be most advantageous to SCLTC when price and other evaluation criteria are considered. SCLTC reserves the right to consider any specific proposal which is conditional, or not prepared in accordance with the instructions and requirements of this RFP, to be noncompetitive. SCLTC reserves the right to waive any defects, or minor informalities or irregularities in any proposal which do not materially affect the proposal or prejudice other PROPOSERS.

If there is any evidence indicating that two or more PROPOSERS are in collusion to restrict competition or otherwise engage in anti-competitive practices, the proposals of all such PROPOSER(S) shall be rejected and such evidence may be a cause for disqualification of the participants in any future solicitations undertaken by SCLTC.

8.2 Availability of Funds

This procurement is subject to the availability of funding. SCLTC'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 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.

1.0 - Background

The Siskiyou County Local Transportation Commission is soliciting proposals for the preparation of a Siskiyou County Evacuation and Preparedness Plan. Given the frequency of several catastrophic wildfire events in recent years, the plan is intended to coordinate evacuations and other activities to standardize response protocols for potential natural disasters including wildfires, mud flows, or flooding in the future. The project will also be used to educate community members on best practices and procedures to better prepare for future events, helping to facilitate orderly evacuations when needed.

The project area encompasses the entirety of the County of Siskiyou, including the nine incorporated cities and various communities throughout the unincorporated area of the region. There is a focused need to assist the region's most vulnerable populations, such as seniors, disabled, and low-income residents.

The plan will identify geographically vulnerable and physically/economically disadvantaged populations that may experience the most challenges during evacuations.

2.0 - Project Stakeholders

The Siskiyou County Local Transportation Commission (SCLTC) will be the lead agency for this project. A Steering Committee, comprised of representatives from SCLTC, County of Siskiyou, the nine incorporated cities, community service districts, tribal entities, CalFire, US Forest Service, CalOES, FEMA, and Caltrans, will be formed to assist with implementation.

3.0 - Overall Project Objectives

The primary objectives of the proposed project are listed as follows:

- Understand current emergency preparedness plans and how transportation organizations, assets, and services are included in them.
- Analyze infrastructure deficiencies and recommend improvements to help mitigate risks related to natural disasters.
- Create and adopt a region-wide evacuation and preparedness plan detailing standardized practices and protocols for transportation services and evacuation centers, for use by the Office of Emergency Services, local and regional fire departments, local law enforcement personnel, transit and other transportation providers, the County of Siskiyou, cities, and other local jurisdictions.
- Work to ensure regional cooperation, coordination, and capacity building with respect to emergency plans.
- Educate the public (with an emphasis on vulnerable communities) on related emergency protocols (e.g. designated locations for transportation evacuation, emergency shelters, etc.) developed in the proposed plan.

SCLTC is seeking a transportation consultant to perform the technical tasks described below under the guidance of the SCLTC and Steering Committee.

4.0 - Project Tasks

Task 1: Coordination with Project Partners

The consultant and Siskiyou County Local Transportation Commission staff will form a Steering Committee consisting of representatives from each of the regions nine cities as well as County officials from the Siskiyou County Office of Emergency Services (OES), Siskiyou County Sheriff's Office, and Siskiyou County Health and Human Services Agency and other key members such as STAGE, local tribal governments, Cal-Fire, US Forest Service, local emergency response agencies, and Caltrans.

The consultant will also conduct a kick-off meeting with Steering Committee members to share contact information, develop lines of communication, and to clarify the objectives of the project. Steering Committee meetings will be conducted monthly to ensure good communication on upcoming tasks and to ensure that the project remains on schedule and within budget.

Task 1 - Deliverables

Steering Committee Members roster (SCLTC)

Kick-off meeting agenda and meeting notes. (Consultant)

Monthly Steering Committee meeting agendas and meeting notes. (Consultant)

Task 2: Data Collection/Vulnerability Assessment

<u>Task 2.1</u> - The consultant will gather and review existing data pertaining to emergency response protocols in the region or those that may have been included in prior planning studies, needs assessments, community plans, the Regional Transportation Plan, safety reviews, or other State or Federal agency emergency plans. Regional data on previous natural disasters will also be reviewed as part of the review. The consultant shall also coordinate with key agency officials to conduct information gathering interviews.

<u>Task 2.2</u> - The consultant will review and summarize the region's demographic makeup and the geographic locations of potentially higher risk populations. The assessment will identify areas of the region that are most vulnerable during a fire emergency, mudslide, or other natural disaster based on (but not limited to) factors such as fire risk, limitations on ingress and egress for evacuation, and location of higher risk population segments that may require assistance during evacuations (i.e. senior, disabled, low-income, etc.).

<u>Task 2.3</u> - The consultant will identify and map key transportation facilities serving the identified vulnerable areas; those most likely to be impacted in a wildfire, flood, or other emergency because of closure, congestion, reduced capacity, etc. Adaptation strategies shall be developed that mitigate or eliminate identified impacts, with a particular focus on potential social equity and economic outcomes. Mapping products shall include at a minimum: network route mapping, evacuation mapping, network of shelter sites, and wildfire priority areas. A prioritized list of 10-15 projects shall be prepared for recommended network improvement projects, including strategies for funding and implementation.

<u>Task 2.4</u> - A bibliography shall be prepared including documents, studies, and/or reports reviewed with a summary of their relevance to the project. The summary will be presented to the Steering

Task#	Deliverables
2.1	List of existing plans and data review. (Consultant)
2.2	Vulnerability assessment memo including analysis, findings, and mapping products. (Consultant)
2.3	Prioritized list of recommended network improvement projects with funding strategies. (Consultant)
2.4	Bibliography of plans and data reviewed. (Consultant)

Task 3: Public Outreach

Committee for review and comment.

<u>Task 3.1</u> - With input from the Steering Committee, the consultant shall develop an outreach strategy that includes efforts to reach vulnerable and underserved populations within the region as well as others likely to be impacted or concerned with the outcomes of the project. Outreach strategy will include, at a minimum, both surveys (print and online) and in-person workshops.

<u>Task 3.2</u> - The consultant shall prepare meeting and survey materials in English and Spanish and will advertise public workshops in the community, using a variety of outreach methods consistent with the Siskiyou County Local Transportation Commission Public Participation Plan. This shall include, at a minimum, press releases in local media (newspapers/radio) as well as social media and other methods of outreach including, but not limited to online.

<u>Task 3.3</u> - To truly interact and garner input from the various communities a total of twelve initial public workshops will be held. This number may seem high at first glance, but when you review the map of Siskiyou County and the disadvantaged communities throughout the region there are significant distances between them. Some of these communities, and their residents, have limited access to public transportation. This would be a barrier to engaging them in the planning process. The public workshops will be held in Fort Jones, Etna, Greenview, Happy Camp, Dorris, Lake Shastina, McCloud, Montague, Mt Shasta, Tulelake, Weed, and Yreka.

The first round of workshops will be held early in the process (concurrent with Task 2) to inform the public of the need and objectives of the project, the timeline, and the various methods made available for public input. The second set of five regional workshops (Butte Valley, Scott Valley, Mt Shasta, Happy Camp/Hwy 96 Corridor, and Yreka) will take place when the Draft Plan is made available for public review (Task 4.4 below).

<u>Task 3.4</u> - As part of the public workshops the Siskiyou County Office of Emergency Services (OES) will develop pre-made emergency preparedness packets for residents to utilize for important documents and final evacuation maps. The project would also include printing by OES of informational postcards, and necessary postage, that would be sent to all mailing addresses in the region to increase awareness of emergency preparedness, and alert systems.

ATTACHMENT A - Scope of Work

<u>Task 3.5</u> - The consultant shall coordinate with key agency officials to conduct information gathering interviews. These will be an important component of the overall plan in determining the historical roles of each during past events. Information obtained will be used to identify the capabilities and capacities of individual agencies in coordinating large scale evacuations, as well as developing proper messaging strategies to help the public with emergency preparations. In addition, a presentation before the Social Services Transportation Advisory Council (SSTAC) will be given to obtain feedback from representatives of senior, disabled, and low-income agencies (public and private) regarding evacuation strategies of these target populations.

The consultant shall record all notes, comments, and or concerns submitted in written form or discussed at community workshops. This will include consultant comments or commitments that were made to address such issues.

SCLTC staff will assist with and participate in the public outreach process.

Task#	Deliverables
3.1	Prepare outreach strategy and surveys. (Consultant)
3.2	Prepare outreach materials. (Consultant)
3.3	Community workshop materials (sign-in sheets, notes, etc.) including records of public comments.
3.4	Emergency preparedness packets for residents. (Siskiyou County OES)
3.5	Conduct and summarize agency official interviews. (Consultant)

Task 4: Evacuation and Preparedness Analysis

Task 4.1 - The consultant shall evaluate all input (within the context of the established project objectives) received from agency officials, the public, and other stakeholders. Existing organizational structures and established lines of communication between agencies involved with emergency evacuations will be used to guide the Plan's development with respect to future protocols. An evaluation of existing Memoranda of Understanding (MOUs) and/or contracts that have been used in past events will help determine whether better or more consistent coordination is needed.

Recommendations will be developed as part of the analysis.

The consultant will review existing plans and suggest improvements to emergency communication methods informing the public before, during, or after disaster events regarding evacuation, repopulation, or other necessary information. This may include online resources, the use of social media, or other communication methods to notify the public of available emergency transportation services, evacuation preparedness, access to additional services, etc. A focus will be placed on evacuation methods for vulnerable populations or those in need of assistance (seniors, disabled, school children, etc.).

Task 4.2 - An inventory of critical transportation facilities and assets will be created, with maintenance recommendations as well as alternate route options provided for each. This may

ATTACHMENT A - Scope of Work

include private routes which will require recommendations on how to secure future access (e.g. easements, MOUs, etc.). Where no alternate routes are available, the consultant will recommend potential new facilities for vulnerable areas, with potential funding sources to be identified for their future development.

The consultant will review existing training and/or drills used by local agencies and recommend changes or additions to current practices. The consultant will also identify possible funding sources for implementation of parts or all the Evacuation and Preparedness Plan, including continuing the Steering Committee past the life of project completion, training and drills, improved communication between the agencies and with the public, and evacuation route maintenance or improvements.

Task 4.3 - The consultant shall prepare an administrative Draft Evacuation and Preparedness Plan, which will be presented to the Steering Committee for review and comment, prior to being posted for public review.

Task 4.4 - The consultant will present the administrative Draft at five public workshops. The workshops will be used to inform the public of the overall project findings as well as to solicit final comments that can be incorporated into a final draft.

SCLTC staff will review the analysis provided by the consultant.

Task#	Deliverables
4.1 ~ 4.2	Evacuation and Preparedness Analysis Memo (Consultant)
4.3	Draft Evacuation and Preparedness Plan (Consultant)
4.4	Present Draft Plan at public workshops. (Consultant)

Task 5: Draft and Final Evacuation and Preparedness Plan

- Task 5.1 The consultant shall prepare the final draft Siskiyou County Evacuation and Preparedness Plan in consideration of all Steering Committee, Social Services Transportation Advisory Council, stakeholder, and public comments, suggested corrections, and other input received on the draft version.
- Task 5.2 The consultant shall present the draft final Siskiyou County Evacuation and Preparedness Plan to the Siskiyou County Local Transportation Commission at a public hearing for comment, consideration, and final adoption.
- Task 5.3 Following the public hearing and Commission adoption of the plan, the consultant shall prepare final bound copies (exact number to be determined and established in the consultant contract) as well as an electronic copy of the final product and appendices, then deliver to the Siskiyou County Local Transportation Commission and other stakeholder agencies.

SCLTC staff will review the draft and final versions of the plan.

Task #	Deliverables
5.1	Final Draft Evacuation and Preparedness Plan (Consultant)
5.2	Presentation of Plan to Siskiyou County Local Transportation Commission (Consultant)
5.3	Print and electronic copies of final adopted plan. (Consultant)

Project Schedule

The Consultant shall complete the scope of work and secure SCLTC adoption within eighteen (18) months of Notice to Proceed. The Consultant shall include a draft study schedule in their proposal and a final schedule within thirty (30) days of Notice to Proceed.

SISKIYOU COUNTY LOCAL TRANSPORTATION COMMISSION (SCLTC) CONTRACT FOR CONSULTING SERVICES EVACUATION AND PREPAREDNESS PLAN

Attachment B

	This Contract made t	his day of	, 2025 between:	
	SCLTC:	Siskiyou County Local 1 190 Greenhorn Road Yreka, California 96097 (530) 709-5060	ransportation Commission	
	And	,		
	CONTRACTOR:	CONTRACTOR NAME CONTRACTOR ADDRE CONTRACTOR ADDRE CONTRACTOR PHONE	ESS	
		ARTICLE 1. TERM	OF CONTRACT	
1.01	1 <u>Contract Term</u> : This Contract shall become effective on and shall terminate on, unless terminated in accordance with the provisions Article 7 of this Contract or as otherwise provided herein.			
	ARTICL	E 2. INDEPENDENT CO	NTRACTOR STATUS	
2.01	Independent Contractor: It is the express intention of the parties that Contractor is a independent contractor and not an employee, agent, joint venture or partner of SCLTC Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between SCLTC 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.			ner of SCLTC. stablishing the any employee employee for
		ADTIOLE A OFF	W/10E0	

ARTICLE 3. SERVICES

3.01 <u>Specific Services</u>: 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 SCLTC 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 SCLTC and the results of the work shall be monitored by the SCLTC.

3.02 <u>Method of Performing Services</u>: 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. SCLTC shall not have the right to, and shall not, control the manner or determine the method of accomplishing Contractor's services.

ARTICLE 4. COMPENSATION

- 4.01 <u>Compensation</u>: In consideration for the services to be performed by Contractor, SCLTC agrees to pay Contractor in proportion to services satisfactorily performed as specified in Exhibit "A". Payment shall not exceed amount appropriated by the SCLTC for such services for the fiscal year.
- **4.02** <u>Invoices</u>: Contractor shall submit detailed invoices for all services being rendered.
- 4.03 <u>Date for Payment of Compensation</u>: SCLTC shall pay within 30 days of receipt of invoices from the Contractor to the SCLTC, and approval and acceptance of the work by the SCLTC.
- 4.04 <u>Expenses</u>: Contractor shall be responsible for all costs and expenses incident to the performance of services for SCLTC, 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. SCLTC shall not be responsible for any expense incurred by Contractor in performing services for SCLTC.

ARTICLE 5. OBLIGATIONS OF CONTRACTOR

- **5.01** <u>Contractor Qualifications</u>: Contractor warrants that Contractor has the necessary licenses, experience and technical skills to provide services under this Contract.
- **5.02** <u>Contract Management</u>: Contractor shall report to the SCLTC who will review the activities and performance of the Contractor and administer this Contract.
- 5.03 <u>Tools and Instrumentalities</u>: 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 SCLTC.
- 5.04 Workers' Compensation: Contractor shall maintain a workers' compensation plan covering all its employees as required by California Labor Code Section 3700, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If Contractor elects to be self-insured, the certificate of insurance otherwise required by this Contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations.

Proof of such insurance shall be provided before any work is commenced under this contract. No payment shall be made unless such proof of insurance is provided.

- 5.05 Indemnification: Contractor shall indemnify and hold SCLTC harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of Contractor or Contractor's assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property. Contractor agrees to maintain a policy of liability insurance in the minimum amount of (\$1,000,000) One Million Dollars, to cover such claims or in an amount determined appropriate by the SCLTC. If the amount of insurance is reduced by the SCLTC such reduction must be in writing. Contractor shall furnish a certificate of insurance evidencing such insurance and naming the SCLTC 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 SCLTC 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.
- General Liability and Automobile Insurance: During the term of this Contract, Contractor shall obtain and keep in full force and effect a commercial, general liability and automobile policy or policies of at least (\$1,000,000) One Million Dollars, combined limit for bodily injury and property damage; the SCLTC, its officers, employees, volunteers and agents are to be named additional insured under the policies, and the policies shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that no other insurance effected by SCLTC or other named insured will be called on to cover a loss covered thereunder. All insurance required herein shall be provided by a company authorized to do business in the State of California and possess at least a Best A: VII rating or as may otherwise be acceptable to SCLTC. The General Liability insurance shall be provided by an ISO Commercial General Liability policy, with edition dates of 1985, 1988, or 1990 or other form satisfactory to SCLTC. The SCLTC will be named as an additional insured using ISO form CG 2010 1185 or the same form with an edition date no later than 1990, or in other form satisfactory to SCLTC.
- 5.07 <u>Certificate of Insurance and Endorsements</u>: Contractor shall obtain and file with the SCLTC prior to engaging in any operation or activity set forth in this Contract, certificates of insurance evidencing additional insured coverage as set forth in paragraphs 5.04 and 5.10 and which shall provide that no cancellation, reduction in coverage or expiration by the insurance company will be made during the term of this Contract, without thirty (30)

days written notice to SCLTC prior to the effective date of such cancellation. Naming the SCLTC 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 SCLTC, contractor shall file certificates of insurance with SCLTC 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 SCLTC.

- 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 SCLTC, Contractor shall indemnify, defend, and hold harmless SCLTC 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 SCLTC. Contractor understands and agrees that his personnel are not, and will not be, eligible for memberships in, or any benefits from, any SCLTC group plan for hospital, surgical or medical insurance, or for membership in any SCLTC 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 SCLTC employee.
- 5.09 IRS/FTB Indemnity Assignment: Contractor shall defend, indemnify, and hold harmless the SCLTC, its officers, agents, and employees, from and against any adverse determination made by the Internal Revenue Service of the State Franchise Tax Board with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security and income tax withholding payments.
- 5.10 Professional Liability: If Contractor or any of its officers, agents, employees, volunteers, 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 (\$1,000,000) One Million Dollars, or as determined in writing by SCLTC's Risk Management Department.
- **5.11** <u>State and Federal Taxes</u>: As Contractor is not SCLTC's employee, Contractor is responsible for paying all required state and federal taxes. In particular:
 - a. SCLTC will not withhold FICA (Social Security) from Contractor's payments;

- b. SCLTC will not make state or federal unemployment insurance contributions on behalf of Contractor.
- c. SCLTC will not withhold state or federal income tax from payment to Contractor.
- d. SCLTC will not make disability insurance contributions on behalf of Contractor.
- e. SCLTC will not obtain workers' compensation insurance on behalf of Contractor.
- 5.12 Records: All reports and other materials collected or produced by the Contractor or any subcontractor of Contractor shall, after completion and acceptance of the Contract, become the property of SCLTC, 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 SCLTC 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 SCLTC, and Contractor hereby agrees to deliver the same to the SCLTC 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 SCLTC and are not necessarily suitable for any future or other use.
- 5.13 Contractor's Books and Records: Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the SCLTC 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 SCLTC.
- 5.14 <u>Assignability of Contract</u>: 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 SCLTC.
- 5.15 <u>Warranty of Contractor</u>: Contractor warrants that it, and each of its personnel, where necessary, are properly certified and licensed under the laws and regulations of the State of California to provide the special services agreed to.
- 5.16 <u>Withholding for Non-Resident Contractor</u>: 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 SCLTC is provided evidence of such reduction/waiver, all nonresident contractors will be subject to the withholding. It is the responsibility of the Contractor to submit the Waiver Request (Form 588) to the Franchise Tax Board as soon as possible in order to allow time for the Franchise Tax Board to review the request.

- 5.17 Compliance with Child, Family and Spousal Support Reporting Obligations: Contractor's failure to comply with state and federal child, family and spousal support reporting requirements regarding contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Contract. Contractor's failure to cure such default within ninety (90) days of notice by SCLTC shall be grounds for termination of this Contract.
- 5.18 Conflict of Interest: Contractor covenants that it presently has no interest and shall not acquire an interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this Contract, no subcontractor or person having such an interest shall be used or employed. Contractor certifies that no one who has or will have any financial interest under this contract is an officer or employee of SCLTC.
- 5.19 <u>Compliance with Applicable Laws</u>: 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.
- <u>Bankruptcy</u>: Contractor shall immediately notify SCLTC 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 SCLTC

6.01 <u>Cooperation of SCLTC</u>: SCLTC 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** <u>Termination on Occurrence of State Events</u>: 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 <u>Termination by SCLTC for Default of Contractor</u>: Should Contractor default in the performance of this Contract or materially breach any of its provisions, SCLTC, at SCLTC's option, may terminate this Contract by giving ten (10) days written notification to Contractor.
- 7.03 <u>Termination for Convenience of SCLTC</u>: SCLTC 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** <u>Termination of Funding</u>: SCLTC 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 SCLTC 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 SCLTC as provided herein or as otherwise required by law.

- **8.03** Partial Invalidity: If any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provision will nevertheless continue in full force without being impaired or invalidated in any way.
- 8.04 <u>Attorney's Fees</u>: 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 SCLTC 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 <u>Waiver</u>: In the event that either SCLTC 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 SCLTC shall have the right to deduct from any payments contracted for under this Contract any amount owed to SCLTC 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 SCLTC exercises the right to reduce the consideration specified in this Contract, SCLTC 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** <u>Materiality</u>: 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 <u>Binding on Successors</u>: 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 <u>Accumulation of Remedies</u>: 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.

SIGNATURE PAGE FOLLOWS ON NEXT PAGE

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

Date:	, Chair Local Transportation Commission	
	CONTRACTOR: Contractor Name	
Date:		
	Name, Title	
APPROVED AS TO LEGAL FORM:	TAXPAYER I.D.	
John S. Kenny, LTC Counsel (Date)		
ACCOUNTING: 2506-303030-723000		
If not to exceed, include amount not to exceed:		
Encumbrance number (if applicable):		

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 Proposer's Information Request Form

CONFIDENTIAL FORMS – Submitted separately in sealed envelope.

□ Confidential Form A – Cost Proposal Form

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 Off	icial
Company Name	
Date	

FORM 3 - Client References

Proposer's Name:	
Please list a minimum of three pro experience with providing similar s	fessional references with knowledge of the proposer's ervices 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:	

Reference 2

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

Reference 3

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

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

FORM 5 - Non-Collusion Affidavit

(California Public Contract Code, Section 7106)

TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL

State of California	
County ofis	, being first duly sworn, deposes and says that he/she,
the party making the foregoing or on behalf of, any undisclose or corporation; that the propose has not directly or indirectly in sham proposal, and has not directly with any proposer or anyone of from bidding; that the propose agreement, communication, of proposer or any other propose proposal price, or of that of any public body awarding the contract statements contained in the propose directly or indirectly, submitted the contents thereof, or divulge pay, any fee to any corporation	g proposal that the proposal is not made in the interest of d person, partnership, company, association, organization, all is genuine and not collusive or sham; that the proposer duced or solicited any other proposer to put in a false or rectly or indirectly colluded, conspired, connived, or agreed else to put in a sham proposal, or that anyone shall refrain er has not in any manner, directly or indirectly, sought by r conference with anyone to fix the proposal price of the er, or to fix any overhead, profit, or cost element of the er, or to fix any overhead, profit, or cost element of the er, or to anyone interested in the proposed contract; that all proposal are true; and, further, that the proposer has not his/her or her proposal price or any breakdown thereof, or ed information or data relative thereto, or paid, and will not a partnership, company association, organization, proposal or agent thereof to effectuate a collusive or sham proposal.
Ву	
to be the person(s) whose racknowledged to me that he capacity(ies), and that by his/	OR proved to me on the basis of satisfactory evidence name(s) is/are subscribed to the within instrument and /she/they executed the same in his/her/their authorized her/their signature(s) on the instrument the person(s), or eperson(s) acted, executed this instrument.
Subscribed and sworn to before	re me on
Notary Public	

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	
	$\overline{}$		

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.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232, and 10285.1 are true and correct.

Signature of Proposer's Authorized Official	Date	
Name and Title of Proposer's Authorized Official		
Business Address:		
Place of Residence:		

FORM 7 – Proposer's Information Request Form 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.

					Disadvantaged Business Enterprise Participation		Small Business Enterprise		
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)*	Certified DBE (Y/N)	DBE Certification #	Certified SBE (Y/N)	SBE Certification #	Percentage of Contract Participation
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/

Siskiyou County Local Transportation Commission Request for Proposals - # 2025-001 CONFIDENTIAL FORM A - Evacuation and Preparedness Plan

COST PROPOSAL FORM

In the table below enter the total not-to-exceed amount to perform each of the identified tasks and all services outlined the RFP #2025-001.

Task Number	Total Costs by Task
Task 1: Coordination with Project Partners	
Task 2: Data Collection/Vulnerability Assessment	
Task 3: Public Outreach	
Task 4: Evacluation and Preparedness Analysis	
Task 5: Draft and Final Evacuation and Preparedness Plan	

* Detailed expense breakdowns should be attached to this summary form as part of response.

*Total Contract Not-to-Exceed: