



Request for Proposals (RFP)
RFP# 2025-004
Zero Emissions Transit Strategy Plan

Proposals are due by:
February 13, 2026 – 3:00 PM PST

All proposal documents can be obtained by visiting:
<https://siskiyoucoltc.org/announcements/request-for-bids-proposals/>

Proposals may be mailed, delivered, or emailed to:

Siskiyou Transportation Agency
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, STA reserves the right to adjust or make changes to the schedule as needed.

Date	Activity
12/22/2025	Release of Request for Proposals (RFP)
01/23/2026 (5:00 PM PST)	Deadline for questions, clarifications, comments
01/30/2026	STA response to questions and clarifications
02/13/2026 (3:00 PM PST)	Proposals Due
02/16/2026~02/27/2026	Proposal Evaluations
03/02/2026~03/06/2026	Interviews, if necessary.
03/09/2026~03/27/2026	Contract negotiations
04/10/2025	Award of Contract by STA, Insurance Requirements

1.0 Procuring Agency and Project Manager

Request for Proposals (RFP) No.	2025-004
Procuring Agency:	Siskiyou Transportation Agency
Project Manager:	Melissa Cummins, Executive Director
Telephone:	(530) 709-5060
Email:	melissa@siskiyocoltc.org

2.0 General Overview

The Siskiyou Transportation Agency (STA) is the governing body for Siskiyou Transit and General Express (STAGE), the public transit operator for the cities of Dunsmuir, Etna, Fort Jones, Montague, Mt Shasta, Weed, and Yreka, and some portions of the unincorporated areas of the County of Siskiyou.

The Siskiyou Transportation Agency (STA) is seeking proposals from qualified consulting firms to prepare a Zero Emission Transit Strategy Plan for public transit operations within Siskiyou County. The purpose of this plan is to conduct a feasibility study for transitioning the Agency’s public transit fleet to zero-emission vehicles (ZEVs), including a no-transition option, battery

electric buses (BEBs) option or hydrogen fuel cell electric buses (FCEBs) option.

The 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 Transportation Agency
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 STA. The proposal is a contractual offer by the PROPOSER to perform services in accordance with the proposal. Specifically, the following provisions apply:

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

The proposals received shall become the exclusive property of STA. 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 STA. The 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 STA.

4.0 STA's Rights

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

1. Issuing addenda to the RFP, including extending or revising the timeline for submittals.
2. Withdrawing, reissuing, modify, or cancel the RFP without prior notice.
3. Requesting clarification and/or additional information from any PROPOSER at any point in the procurement process.
4. 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.
5. 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 STA.
6. STA 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.
7. STA may reject proposals which state conditions, exceptions, reservations, understandings, or “deviations,” relating to the RFP.
8. STA 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.

STA 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 STA's website at <https://siskiyoucoltc.org/announcements/request-for-bids-proposals/>.

If STA 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 STA 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 STA.

To be included on the proposal holder list and to ensure receipt of all addenda and responses to Requests for Information (RFIs), proposers must submit their contact information to the STA via email at melissa@siskiyoucoltc.org.

6.0 Instructions to Proposers

6.1 Due Date and Submittal Requirements

1. Proposals must be received on or before ***Friday, February 13, 2026, by 3:00 PM PST.***

Envelopes or boxes containing proposals shall be sealed and clearly labeled as follows: "RFP# 2025-004 – STA ZEV Strategy Plan".

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

a. Hand or Mail Delivery:

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

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

b. 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: "RFP# 2025-004 – STA ZEV Strategy Plan"

2. 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.

a. Technical Proposal

Proposers shall submit one (1) complete Technical Proposal, including all required forms, as a single attachment (for electronic submissions) or one (1) bound/printed proposal (for hard-copy submissions).

b. Cost Proposal – Confidential Form A

A separate Cost Proposal must be submitted using Confidential Form A only.

- Hard-Copy Submittals:

The Cost Proposal must be placed in a separate, sealed envelope clearly labeled: "CONFIDENTIAL – Cost Proposal (Confidential Form A)"

This envelope shall be included with the Technical Proposal package.

- Electronic Submittals:

The Cost Proposal (Confidential Form A) must be submitted as a separate, clearly labeled attachment.

c. Prohibition on Cost Information in Technical Proposal

Any proposal that includes cost information within the Technical Proposal may be deemed non-responsive.

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 sub-sections 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 deliver project on time 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 STA 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.

1. Form 1 – Forms Checklist
Checklist of supplement documents PROPOSER must submit.
2. Form 2 – Acknowledgement of Addenda
PROPOSER shall acknowledge receipt of all addenda issued by STA.
3. Form 3 – Current Client References
STA intends to contact some or all of PROPOSER'S prior clients to seek information about performance and client satisfaction, including evaluations, if any.
4. Form 4 – Equal Employment Opportunity Certification
The certification that PROPOSER provides equal employment opportunities to all employees and applicants.
5. Form 5 – Non-Collusion Affidavit
6. Form 6 - Public Contract Code Questionnaire
Questionnaire related to Public Contract Code Section 10285.1, 10162, and 10232.
7. 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).

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 Transportation Agency Contract For Services. (Attachment B)

6.6 Modification or Withdrawal of Proposals

A modification of a proposal previously submitted will be accepted by 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 STA'S Project Manager. After the proposal Due Date, a proposal may be withdrawn only if STA 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 STA'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 STA for this procurement is to ensure an award will be made based on a determination of which proposal best meets STA'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

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 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:
 - o 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;
 - o 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 proposes to conduct the plan development, 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. 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, 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 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.

7.3 Interviews

If needed, interviews may be scheduled with the proposing firms determined by STA to be within

the competitive range. Interviews will be held on the dates shown in Timeline Section above.

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. STA 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, STA 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.

STA shall employ sound business practices, no less diligent than those used for 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 STA in its sole discretion, bears appropriate notice relating to its confidential character.

8.0 Procurement Terms and Conditions

8.1 Acceptance/Rejection of Proposals

STA 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 STA when price and other evaluation criteria are considered. STA 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. STA 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 STA.

8.2 Availability of Funds

This procurement is subject to the availability of funding. 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 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 Senate Bill 125 funds through the California Department of Transportation. In no event shall Agreement obligate any other STA fund sources unless approved by the STA.

**Siskiyou Transportation Agency
REQUEST FOR PROPOSALS – # 2025-004
Zero Emissions Transit Strategy Plan
ATTACHMENT A – Scope of Work**

1.0 - Background

The Siskiyou Transportation Agency (STA) is seeking proposals from qualified consulting firms to prepare a Zero Emission Transit Strategy Plan for public transit operations within Siskiyou County. The purpose of this plan is to evaluate feasible pathways for transitioning the Agency's public transit fleet to zero-emission vehicles (ZEVs), including battery electric buses (BEBs) and hydrogen fuel cell electric buses (FCEBs), in a manner that is technically feasible, cost-effective, and aligned with state and federal requirements.

The selected consultant will assess existing conditions, evaluate infrastructure and fleet needs, analyze costs, and present findings and recommendations in a comprehensive written report suitable for policy decision-making and future grant applications.

2.0 - Project Stakeholders

The Siskiyou Transportation Agency (STA) will be the lead agency for this project. A Steering Committee will consist of the STA Executive Director and other representatives from STAGE.

3.0 - Overall Project Objectives

The primary objectives of the proposed project include:

- Evaluating the feasibility of transitioning the Agency's public transit fleet to zero-emission technologies.
- Identifying infrastructure needs and costs associated with electric and hydrogen bus deployment.
- Assessing facility, maintenance, and workforce training requirements.
- Providing a clear, actionable roadmap to support informed decision-making by the governing board.

4.0 Scope of Work

The consultant shall, at a minimum, complete the following tasks. Proposers may recommend refinements or additional tasks they believe will enhance the final product.

Task 1: Existing Conditions Assessment

- Inventory and evaluate the current public transit fleet, including vehicle types, age, useful life, duty cycles, route characteristics, and replacement timelines.
- Assess existing transit facilities, including operations, storage, fueling, charging, and maintenance facilities.
- Evaluate existing electrical, utility, and fuel infrastructure within Siskiyou County relevant to public transit operations.

Task 2: Zero Emission Technology Evaluation

- Evaluate the feasibility of transitioning to:
 - Battery electric buses (BEBs)

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Zero Emissions Transit Strategy Plan
ATTACHMENT A – Scope of Work

- Hydrogen fuel cell electric buses (FCEBs)
- Identify advantages, limitations, risks, and operational considerations of each technology as applied to Siskiyou County's geography, climate, service characteristics, and rural operating environment.

Task 3: Infrastructure Needs and Cost Analysis

- Identify required on-route and depot infrastructure for each zero-emission technology option, including:
 - Charging equipment, utility coordination, and electrical upgrades (for BEBs)
 - Hydrogen production, delivery, storage, and fueling infrastructure (for FCEBs)
- Provide order-of-magnitude capital and operating cost estimates for each option.
- Identify potential phasing strategies for infrastructure development.

Task 4: Facility and Maintenance Requirements

- Assess facility modifications needed to support in-house maintenance of zero-emission vehicles, including:
 - Safety and code requirements
 - Specialized equipment needs
 - Space and building upgrades
- Estimate capital costs associated with facility upgrades.

Task 5: Workforce Training and Staffing Impacts

- Identify initial training needs for operations, maintenance, and supervisory staff.
- Evaluate long-term and recurring training requirements.
- Provide cost estimates for both initial and ongoing workforce training.

Task 6: Financial and Implementation Considerations

- Provide a comparative lifecycle cost analysis of BEB and FCEB options, where feasible.
- Identify potential funding and grant opportunities to support vehicle purchases, infrastructure, facilities, and training.
- Develop a high-level implementation roadmap outlining short-, medium-, and long-term actions.

Task 7: No-Transition (Baseline) Alternative Analysis

- Evaluate a no-transition scenario under which the Agency does not convert to zero-emission buses if BEB and hydrogen options are determined to be infeasible or unreasonable.
- Identify operational, financial, regulatory, and risk implications associated with maintaining the existing fleet technology or replacing vehicles with comparable non-zero-emission alternatives, where permitted.

**Siskiyou Transportation Agency
REQUEST FOR PROPOSALS – # 2025-004
Zero Emissions Transit Strategy Plan
ATTACHMENT A – Scope of Work**

- Compare the no-transition alternative to BEB and FCEB options in terms of cost, operational feasibility, compliance considerations, and long-term sustainability.

Task 8: Reporting and Presentation

- Prepare a comprehensive written report summarizing methods, findings, analyses, and recommendations, including a clear comparison of all evaluated alternatives.
- Present findings and recommendations to staff and the governing board at an in-person public meeting.

5.0. Deliverables

At a minimum, the consultant shall provide:

- Draft Zero Emission Transit Strategy Plan
- Final Zero Emission Transit Strategy Plan (incorporating agency comments)
- Cost estimates and comparative analysis tables
- One (1) presentation to the governing board

All deliverables shall be provided in an accessible electronic format.

6.0 Project Schedule

The Consultant shall complete the scope of work within twelve (12) months of Notice to Proceed. The Consultant shall include a draft project schedule in their proposal and a final schedule within thirty (30) days of Notice to Proceed.

7.0 Consultant Qualifications

Proposers must demonstrate:

- Experience developing zero-emission or alternative fuel transit plans.
- Familiarity with public transit operations, particularly in rural or small urban environments.
- Expertise in fleet transition planning, infrastructure analysis, and cost estimation.
- Experience presenting technical information to public agency boards.

**SISKIYOU TRANSPORTATION AGENCY
CONTRACT FOR SERVICES**

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

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 Agency. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between Agency 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 Agency 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 Agency and the results of the work shall be monitored by the Transportation Commission Executive Director or their 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. Agency 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. Agency 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, Agency 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: Agency will endeavor to make payment within 30 days of receipt of invoices from the Contractor to the Agency, and approval and acceptance of the work by the Agency.
- 4.04** Expenses: Contractor shall be responsible for all costs and expenses incident to the performance of services for Agency, 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. Agency shall not be responsible for any expense incurred by Contractor in performing services for Agency.

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 Transportation Commission Executive Director or their 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 Agency.
- 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 Agency 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 Agency Risk Manager. If the amount of insurance is reduced by the Agency Risk Manager such reduction must be in writing. Contractor shall furnish a certificate of insurance evidencing such insurance and naming the Agency 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 Agency 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** 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 with limits no less than Two Million Dollars (\$2,000,000) per occurrence and automobile policy or policies of no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage; the Agency, 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 Agency 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 Agency. 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 Agency. The Agency 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 Agency.

- 5.07 Certificate of Insurance and Endorsements:** Contractor shall obtain and file with the Agency 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 Agency prior to the effective date of such cancellation. **Naming the Agency 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 Agency, contractor shall file certificates of insurance with Agency 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 Agency.**
- 5.08 Public Employees Retirement System (CalPERS):** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Contract is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the Agency, Contractor shall indemnify, defend, and hold harmless Agency 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 Agency. Contractor understands and agrees that his personnel are not, and will not be, eligible for memberships in, or any benefits from, any Agency or County of Siskiyou group plan for hospital, surgical or medical insurance, or for membership in any County retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a County of Siskiyou employee.

- 5.09** IRS/FTB Indemnity Assignment: Contractor shall defend, indemnify, and hold harmless the Agency, its officers, agents, and employees, from and against any adverse determination made by the Internal Revenue Service of the State Franchise Tax Board with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security and income tax withholding payments.
- 5.10** Professional Liability: If Contractor or any of its officers, agents, employees, volunteers, contractors or subcontractors are required to be professionally licensed or certified by any agency of the State of California in order to perform any of the work or services identified herein, Contractor shall procure and maintain in force throughout the duration of the Contract a professional liability insurance policy with a minimum coverage level of Two Million and No/100 Dollars (\$2,000,000.00), or as determined in writing by Agency's Risk Management Department.
- 5.11** State and Federal Taxes: As Contractor is not Agency's employee, Contractor is responsible for paying all required state and federal taxes. In particular:
- a. Agency will not withhold FICA (Social Security) from Contractor's payments;
 - b. Agency will not make state or federal unemployment insurance contributions on behalf of Contractor.
 - c. Agency will not withhold state or federal income tax from payment to Contractor.
 - d. Agency will not make disability insurance contributions on behalf of Contractor.
 - e. Agency 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 Agency, 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 Agency 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 Agency, and Contractor hereby agrees to deliver the same to the Agency 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 Agency 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 Agency 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 Agency.
- 5.14 Assignability of Contract:** It is understood and agreed that this Contract contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express written consent of the Agency.
- 5.15 Warranty of Contractor:** Contractor warrants that it, and each of its personnel, where necessary, are properly certified and licensed under the laws and regulations of the State of California to provide the special services agreed to.
- 5.16 Withholding for Non-Resident Contractor:** Pursuant to California Revenue and Taxation Code Section 18662, payments made to nonresident independent contractors, including corporations and partnerships that do not have a permanent place of business in this state, are subject to 7 percent state income tax withholding.

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

Unless the Franchise Tax Board has authorized a reduced rate or waiver of withholding and Agency 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 Agency 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 Agency.
- 5.19** Compliance with Applicable Laws: Contractor shall comply with all applicable federal, state and local laws now or hereafter in force, and with any applicable regulations, in performing the work and providing the services specified in this Contract. This obligation includes, without limitations, the acquisition and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this Contract.
- 5.20** Bankruptcy: Contractor shall immediately notify Agency 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 AGENCY

- 6.01** Cooperation of Agency: Agency 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 Agency for Default of Contractor: Should Contractor default in the performance of this Contract or materially breach any of its provisions, Agency, at Agency's option, may terminate this Contract by giving written notification to Contractor.
- 7.03** Termination for Convenience of Agency: Agency 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: Agency 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 Agency 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 Agency 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 Agency 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 Agency shall have the right to deduct from any payments contracted for under this Contract any amount owed to Agency 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 Agency exercises the right to reduce the consideration specified in this Contract, Agency 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.

SIGNATURE PAGE FOLLOWS ON NEXT PAGE

IN WITNESS WHEREOF, Agency 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: _____

CHAIR
Board of Directors

ATTEST:
MELISSA CUMMINS
Executive Director, Siskiyou Transportation Agency

By: _____

CONTRACTOR: name of contractor

Date: _____

Name and Title

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. _____

APPROVED AS TO LEGAL FORM:

Legal Counsel (Date)

ACCOUNTING:
Fund Organization Account Activity Code (if applicable)

Encumbrance number (if applicable)
If not to exceed, include amount not to exceed:

**Siskiyou Transportation Agency
REQUEST FOR PROPOSALS – # 2025-004
Zero Emissions Transit Strategy Plan**

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