

Siskiyou County Transit and General Express

190 Greenhorn Rd.

Yreka, CA 96097

Request for Proposal (RFP)

Transit Route Design Services

The Siskiyou County Transit and General Express ("STAGE") seeks a highly qualified consulting firm ("Consultant") with relevant expertise and innovative approaches to evaluate STAGE's current fixed-route transit system, and design an updated system to meet the transit needs of Siskiyou County, now and in the future.

Proposal Start Date: August 16, 2021

Proposal End Date: September 20, 2021

Q & A End Date: September 13, 2021

Proposal Contact: Angie Stumbaugh or Angela Adkison

P: (530) 842-8297 or (530) 842-8226

astumbaugh@co.siskiyou.ca.us or

aadkison@co.siskiyou.ca.us

Proposal Due Date/Time: September 20, 2021 at 3:00p.m.

1. INTRODUCTION

Siskiyou Transit and General Express “STAGE” was established in 1981. STAGE is a public transit service that is operated by the Siskiyou County Department of General Services. STAGE is the sole provider of public transportation for the Siskiyou County California area located in Northern California bordering Oregon to the north and Shasta County to the South. STAGE is responsible for providing fixed route bus transportation service along the Interstate 5, including the towns and cities of Hornbrook, Yreka, Mt. Shasta, Weed, McCloud, Dunsmuir and Montague. Additionally, STAGE operates in the Scott Valley corridor, North Valley corridor, and the Lake Shastina area.

STAGE has one administration facility and one maintenance facility located in the City of Yreka. STAGE has three bus parking stations located at the Mt. Shasta City yard, and Fort Jones City yard. There are 5 routes serving the largely-rural and sparsely-populated, mountainous area, with small towns and cities separated by long travel distances. Route frequency averages out to about every 60 minutes, with some routes operating every 2 hours. Our current service hours are between 6:05 am to 9:25 pm, Monday through Friday. STAGE also assists persons with disabilities in fulfilling their transportation needs pursuant to the requirements of the Americans with Disabilities Act of 1990.

2. SCOPE OF SERVICES & DELIVERABLES

Interested Consultants shall develop a detailed work plan for completing each task outlined in Attachment 1, Scope of Services. The Consultant’s work plan will also list project documents and deliverables at the completion of each task. The scope identifies the minimum project requirements and Consultant responsibilities. However, STAGE intends to rely on the experience and expertise of the chosen Consultant; therefore, Consultants are encouraged to develop a more robust work plan and project deliverables in an innovative manner beyond the stated scope. The Consultant will be required to submit relevant deliverables during the course of the contract (Attachment 1, Exhibit “B”). For a sample contract and an all-inclusive list of duties and deliverables, please see Attachment 1, Exhibit “A” & “B”.

3. SUBMITTAL REQUIREMENTS

A complete submittal includes two hard copies of the proposal. A proposal includes all of the following:

- a. *Cover Page*, titled “Proposal Responding to RFP for STAGE Transit Route Design Services” with the Consultant's name, address, telephone number, e-mail address, and the date of the proposal.
- b. Table of Contents

- c. References of 5 individuals, businesses, or clients to whom services were rendered by the firm prior to responding to this RFP.
- d. Proposed Work Plan that describes, at minimum, how the proposal will address the tasks listed in The Scope of Services. The work plan must also include the length of time necessary to complete each task, and a timeline for the entire scope of work and deliverable. STAGE encourages the consultant to approach each task and the deliverables in a creative and innovative manner.
- e. Examples of work on similar projects, especially projects for small rural systems similar to STAGE. Include contact information for the clients served by each example.
- f. The proposed fee schedule to complete the scope of work and deliverables. This will include a total fee proposal, with costs of reimbursable expenses included, in a not-to-exceed amount. The fee shall not include any costs related to preparing a response to this RFP, nor for any costs incurred prior to the executed contract approved by STAGE.
- g. A completed Proposal Requirement Checklist, Attachment 2.

4. PROPOSAL SUBMISSION

All proposals shall be enclosed in a single sealed package plainly marked with the words "Proposal Responding to Siskiyou County STAGE – Transit Route Design Services RFP".

STAGE assumes no obligation in the solicitation of this proposal and all costs of responding to this solicitation shall be borne by the interested parties. STAGE reserves the right to request additional information from the proposer in writing.

All proposals shall be received no later than 3:00p.m. on September 17, 2021. Proposals shall be delivered to the Siskiyou County Transit Center office located at 190 Greenhorn Road, Yreka, California 96097.

Late proposals shall not be accepted. STAGE assumes no responsibility for late proposals and it is the sole responsibility of the responder to ensure that the proposal is received by the deadline. No postmarks, faxes or emails will be accepted after the deadline.

Please direct questions to either Angie Stumbaugh at (530) 842-8297 or Angela Adkison at (530) 842-8226, by September 13, 2021.

5. SELECTION PROCESS AND CRITERIA

The proposals received in response to this RFP will be screened by a selection team. The selection team will consider only the proposals which have been considered responsive to

the RFP. Any proposal that fails to meet the RFP's requirements will be regarded as non-responsible and may be rejected. A proposal, which is in any way incomplete, irregular or conditional, at the County's discretion, may be rejected. The following criteria will be used in the evaluation of the potential consultants:

1. Qualifications
2. Approach
3. Experience and references
4. Proposed Cost

STAGE may meet or interview with any or all of the consultants during the evaluation process. The County and STAGE reserve the right to reject any and all proposals and waive any non-substantive defects in the proposals.

The selected firm will be required to enter into a contract with Siskiyou County.

Attachment 1**Sample Contract**

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

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

COUNTY: [DEPARTMENT]
 [FULL ADDRESS]

And

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

ARTICLE 1. TERM OF CONTRACT

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

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

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

ARTICLE 3. SERVICES

- 3.01** Scope of Services: Contractor agrees to furnish the following services:

Contractor shall provide the services described in Exhibit "A" & Exhibit "B" attached hereto.

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

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

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

ARTICLE 4. COMPENSATION

- 4.01** Compensation: In consideration for the services to be performed by Contractor, County agrees to pay Contractor in proportion to services satisfactorily performed as specified in Exhibit "A" & Exhibit "B". Payment shall not exceed amount appropriated by the Board of Supervisors for such services for the fiscal year.
- 4.02** Invoices: Contractor shall submit detailed invoices for all services being rendered.
- 4.03** Date for Payment of Compensation: County shall pay within 30 days of receipt of invoices from the Contractor to the County, and approval and acceptance of the work by the County.
- 4.04** Expenses: Contractor shall be responsible for all costs and expenses incident to the performance of services for County, including but not limited to, all costs of materials, equipment, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all other of Contractor's costs of doing business. County shall not be responsible for any expense incurred by Contractor in performing services for County.

ARTICLE 5. OBLIGATIONS OF CONTRACTOR

- 5.01 Contractor Qualifications:** Contractor warrants that Contractor has the necessary licenses, experience and technical skills to provide services under this Contract.
- 5.02 Contract Management:** Contractor shall report to the (department head) or his or her designee who will review the activities and performance of the Contractor and administer this Contract.
- 5.03 Tools and Instrumentalities:** Contractor will supply all tools and instrumentalities required to perform the services under this Contract. Contractor is not required to purchase or rent any tools, equipment or services from County.
- 5.04 Workers' Compensation:** Contractor shall maintain a workers' compensation plan covering all its employees as required by California Labor Code Section 3700, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If Contractor elects to be self-insured, the certificate of insurance otherwise required by this Contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations. Proof of such insurance shall be provided before any work is commenced under this contract. No payment shall be made unless such proof of insurance is provided.
- 5.05 Indemnification: Indemnification for non-design professional services:** Contractor shall indemnify and hold County harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of Contractor or Contractor's assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property. Contractor agrees to maintain a policy of liability insurance in the minimum amount of (\$1,000,000) One Million Dollars, to cover such claims or in an amount determined appropriate by the County Risk Manager. If the amount of insurance is reduced by the County Risk Manager such reduction must be in writing. Contractor shall furnish a certificate of insurance evidencing such insurance and naming the County as an additional insured for the above-cited liability coverage prior to commencing work. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by County of insurance certificates and endorsements required under this Contract does not relieve Contractor from liability or limit Contractor's liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Contract, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

Indemnification for design professional services: To the fullest extent permitted by law, including California Civil Code sections 2782 and 2782.8, Contractor shall defend (with legal counsel acceptable to County), indemnify and hold harmless County, its officers,

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

5.06 General Liability and Automobile Insurance: During the term of this Contract, Contractor shall obtain and keep in full force and effect a commercial, general liability and automobile policy or policies of at least (\$1,000,000) One Million Dollars, combined limit for bodily injury and property damage; the County, its officers, employees, volunteers and agents are to be named additional insured under the policies, and the policies shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that no other insurance effected by County or other named insured will be called on to cover a loss covered thereunder. All insurance required herein shall be provided by a company authorized to do business in the State of California and possess at least a Best A: VII rating or as may otherwise be acceptable to County. The General Liability insurance shall be provided by an ISO Commercial General Liability policy, with edition dates of 1985, 1988, or 1990 or other form satisfactory to County. The County will be named as an additional insured using ISO form CG 2010 1185 or the same form with an edition date no later than 1990, or in other form satisfactory to County.

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

- 5.08 Public Employees Retirement System (CalPERS):** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Contract is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions of CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County. Contractor understands and agrees that his personnel are not, and will not be, eligible for memberships in, or any benefits from, any County group plan for hospital, surgical or medical insurance, or for membership in any County retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a County employee.
- 5.09 IRS/FTB Indemnity Assignment:** Contractor shall defend, indemnify, and hold harmless the County, its officers, agents, and employees, from and against any adverse determination made by the Internal Revenue Service of the State Franchise Tax Board with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security and income tax withholding payments.
- 5.10 Professional Liability:** If Contractor or any of its officers, agents, employees, volunteers, contractors or subcontractors are required to be professionally licensed or certified by any agency of the State of California in order to perform any of the work or services identified herein, Contractor shall procure and maintain in force throughout the duration of the Contract a professional liability insurance policy with a minimum coverage level of (\$1,000,000) One Million Dollars, or as determined in writing by County's Risk Management Department.
- 5.11 State and Federal Taxes:** As Contractor is not County's employee, Contractor is responsible for paying all required state and federal taxes. In particular:
- a. County will not withhold FICA (Social Security) from Contractor's payments;
 - b. County will not make state or federal unemployment insurance contributions on behalf of Contractor.
 - c. County will not withhold state or federal income tax from payment to Contractor.
 - d. County will not make disability insurance contributions on behalf of Contractor.
 - e. County will not obtain workers' compensation insurance on behalf of Contractor.
- 5.12 Records:** All reports and other materials collected or produced by the Contractor or any subcontractor of Contractor shall, after completion and acceptance of the Contract, become the property of County, and shall not be subject to any copyright claimed by the Contractor, subcontractor, or their agents or employees. Contractor may retain copies of all such materials exclusively for administration purposes. Any use of completed or uncompleted documents for other projects by Contractor, any subcontractor, or any of their agents or employees, without the prior written consent of County is prohibited. It

is further understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Contractor relating to the matters covered by this Contract shall be the property of the County, and Contractor hereby agrees to deliver the same to the County upon request. It is also understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Contract are prepared specifically for the County and are not necessarily suitable for any future or other use.

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

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

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

- 5.17 Compliance with Child, Family and Spousal Support Reporting Obligations:** Contractor's failure to comply with state and federal child, family and spousal support reporting requirements regarding contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Contract.

Contractor's failure to cure such default within ninety (90) days of notice by County shall be grounds for termination of this Contract.

- 5.18** Conflict of Interest: Contractor covenants that it presently has no interest and shall not acquire an interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this Contract, no subcontractor or person having such an interest shall be used or employed. Contractor certifies that no one who has or will have any financial interest under this contract is an officer or employee of County.
- 5.19** Compliance with Applicable Laws: Contractor shall comply with all applicable federal, state and local laws now or hereafter in force, and with any applicable regulations, in performing the work and providing the services specified in this Contract. This obligation includes, without limitations, the acquisition and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this Contract.
- 5.20** Bankruptcy: Contractor shall immediately notify County in the event that Contractor ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffer or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

ARTICLE 6. OBLIGATIONS OF COUNTY

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

ARTICLE 7. TERMINATION

- 7.01** Termination on Occurrence of State Events: This Contract shall terminate automatically on the occurrence of any of the following events:
1. Bankruptcy or insolvency of Contractor
 2. Death of Contractor
- 7.02** Termination by County for Default of Contractor: Should Contractor default in the performance of this Contract or materially breach any of its provisions, County, at County's option, may terminate this Contract by giving written notification to Contractor.
- 7.03** Termination for Convenience of County: County may terminate this Contract at any time by providing a notice in writing to Contractor that the Contract is terminated. Said Contract shall then be deemed terminated and no further work shall be performed by Contractor. If the Contract is so terminated, the Contractor shall be paid for that

percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time of notice of termination is received.

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

ARTICLE 8. GENERAL PROVISIONS

- 8.01** Notices: Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid or return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Contract, but each party may change the address by written notice in accordance with the paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.
- 8.02** Entire Agreement of the Parties: This contract supersedes any and all contracts, either oral or written, between the Parties hereto with respect to the rendering of services by Contractor for County and contains all the covenants and contracts between the parties with respect to the enduring of such services in any manner whatsoever. Each Party to this Contract acknowledges that no representations, inducements, promises, or contract, orally or otherwise, have been made by any party, or anyone acting on behalf of any Party, which are not embodied herein, and that no other contract, statement, or promise not contained in this Contract shall be valid or binding. Any modification of this Contract will be effective only if it is in writing signed by the Party to be charged and approved by the County as provided herein or as otherwise required by law.
- 8.03** Partial Invalidity: If any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provision will nevertheless continue in full force without being impaired or invalidated in any way.
- 8.04** Attorney's Fees: If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Contract, the prevailing Party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.
- 8.05** Conformance to Applicable Laws: Contractor shall comply with the standard of care regarding all applicable federal, state and county laws, rules and ordinances. Contractor shall not discriminate in the employment of persons who work under this contract because of race, the color, national origin, ancestry, disability, sex or religion of such person.

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

any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.

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

(SIGNATURES ON FOLLOWING PAGE)

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

COUNTY OF SISKIYOU

Date: _____

RAY A. HAUPT, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: _____
Deputy

CONTRACTOR: name of contractor

Date: _____

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

Date: _____

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

License No.: _____
(Licensed in accordance with an act providing for the registration of contractors)

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

TAXPAYER I.D. _____

ACCOUNTING:

Fund	Organization	Account	Activity Code (if applicable)
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Encumbrance number (if applicable):

If not to exceed, include amount not to exceed:

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

Exhibit “A”

Scope of Services

Interested Consultants shall develop a detailed work plan for completing each task outlined in the following Scope of Services. The Consultant’s work plan will also list project documents and deliverables at the completion of each task. The following scope identifies the minimum project requirements and Consultant responsibilities. However, STAGE intends to rely on the experience and expertise of the chosen Consultant; therefore, Consultants are encouraged to develop a more robust work plan and project deliverables in an innovative manner beyond the stated scope.

1. Meetings: The goal of the initial meeting with STAGE will be to develop goals, objectives, and responsibilities. Additional meetings are anticipated, at which the Consultant will update STAGE on progress, provide initial drafts of the route schedule for STAGE review, and discuss next steps.
2. Research: Conduct research necessary to develop and analyze route designs.
 - a) Review transit data, including ridership, usage patterns, town development patterns, etc.
 - b) Identify major ridership generators, both existing and potential.
3. Design: Based on the data gathered, develop a fixed route design (including routing, number of routes, schedules, headways, maps and route turn-by-turn instructions) consistent with the goals and objectives of STAGE and to meet identified transportation needs.
 - a) Develop conceptual design for meeting employment, shopping, health care, social, and entertainment transportation needs in each community.
 - b) Specify how the design would improve service, including (but not limited to) improved service to major ridership generators, improved geographic coverage, improved convenience to riders, and expected increases in ridership.
4. Implementation Plan: Develop a detailed plan for implementing the recommended design, including routes and schedules.
 - a) Identify the number and types of vehicles needed to provide service.

- b) Identify personnel needs to implement the design.
- c) Develop service maps for fixed routes, including possible changes in locations of current transit stops and shelters.
- d) Develop a schedule for daily operation, including route headways.
- e) Recommend changes in service delivery, i.e., fare amounts, transfer process, on-boarding, etc.
- f) Identify the steps and timetable necessary to implement the new design.

Exhibit “B”

Deliverables

The Consultant will be required to submit relevant deliverables during the course of the contract, including:

1. A monthly progress report, due one week before the upcoming Siskiyou County Local Transportation Commission meeting, meetings are regularly held the first Tuesday of every month at 3:00pm. Progress reports should include a narrative description of work underway and completed, problems encountered, documentation of adherence to the project timeline and other deliverables developed for the month.
2. A final report for consideration and adoption by STAGE including the Executive Summary. The Consultant shall provide a minimum of one unbound copy and one electronic copy to STAGE. Maps shall be provided separately in a format that can be opened and edited.

Attachment 2

Proposal Requirement Checklist

Instructions: Consultant must initial and date each of the following items.

GENERAL

Consultant submitted the following General Information requirements within their Proposal:

- Cover Page
- Table of Contents
- Consultant's Full Name, Physical Address, and Contact Information

Consultant's Initial/Date: _____

- Consultant's Mailing Address

Consultant's Initial/Date: _____

- Consultant's Company Name, Title, Address, and Federal Tax ID #

Consultant's Initial/Date: _____

PRIOR EXPERIENCE

Consultant submitted the following Prior Experience Information requirements within their Proposal:

- Documentation demonstrating pertinent work experience

Consultant's Initial/Date: _____

PROPOSED CONTRACT AMOUNT

Consultant submitted the following Proposed Contract Information requirements within their Proposal:

- Consultant's proposed total contract amount

Consultant's Initial/Date: _____

CAPABILITIES

Consultant submitted the following Capabilities Information requirements within their Proposal:

- Documentation that Consultant is qualified and able to perform the duties set forth in The Scope of Services
- Proposed Work Plan that describes, at minimum, how the proposal will address the tasks listed in The Scope of Services

Consultant's Initial/Date: _____

REFERENCES

- Consultant provided at least five (5) references with names and contact information

Consultant's Initial/Date: _____

PROPOSAL SUBMISSION

- Consultant provided one (2) original copies of their proposal within a single sealed package plainly marked with the words "Proposal Responding to Siskiyou County STAGE – Transit Route Design Services RFP"

Consultant's Initial/Date: _____

Proposal Requirement Checklist for STAGE Transit Route Design Services

Date: _____

Name: _____

Signature: _____