

**COUNTY OF MENDOCINO
MITIGATION MONITORING AND MAINTENANCE
FOR THE ACKERMAN CREEK
BRIDGE REPLACEMENT PROJECT**

MENDOCINO COUNTY DEPARTMENT OF TRANSPORTATION ♦ UKIAH, CA 95482 ♦

REQUEST FOR PROPOSAL

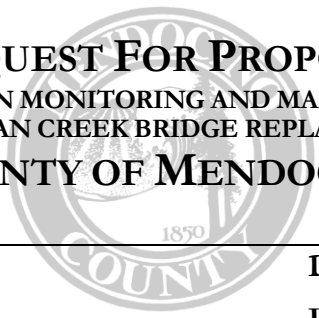


ENVIRONMENTAL IMPACT MITIGATION MONITORING AND MAINTENANCE

**DOT PROJECT NO. A1101VEG
FEDERAL PROJECT NUMBER BHLS-5910(117)**

RFP No.	DOT #250006
RFP Issue Date:	June 6, 2025
RFP Submission Deadline:	July 14, 2025
Issued by:	Department of Transportation

REQUEST FOR PROPOSAL
MITIGATION MONITORING AND MAINTENANCE
FOR THE ACKERMAN CREEK BRIDGE REPLACEMENT PROJECT
COUNTY OF MENDOCINO



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I. INTENT

The County of Mendocino is seeking proposals from qualified consultants to provide professional services for the monitoring of vegetation mitigation associated with the Ackerman Creek Bridge Replacement Project on North State Street, Ukiah. This project, located on County Road 104 at Mile Post 0.94, is designed to ensure compliance with environmental permit conditions, particularly those outlined in the Water Quality Certification (401 Permit) issued by the Regional Water Quality Control Board.

The scope of work includes the monitoring and reporting of vegetation planted as part of the mitigation efforts for the bridge replacement. The monitoring period is minimally five years but may extend further, depending on permit requirements and project conditions. The selected consultant must demonstrate experience in environmental reporting and vegetation management and be prepared to subcontract with a qualified contractor for any physical labor or construction tasks, such as invasive species removal or replanting, in compliance with the Public Contract Code.

This RFP will also include a Disadvantaged Business Enterprise (DBE) participation goal, which must be met or adequately documented through good faith efforts. The County encourages proposals from consultants with a proven track record of successful environmental compliance monitoring and a thorough understanding of local, state, and federal environmental regulations.

II. DEFINITIONS

- COUNTY** – The County of Mendocino.
- VENDOR** – A person, partnership, firm, corporation, or joint venture submitting a proposal to obtain a COUNTY contract.
- CONSULTANT** – A vendor who signs a contract with the COUNTY to perform services.

III. PROPOSAL SUBMISSION GUIDELINES

- A. Vendors must submit four (4) copies of their proposal: three (3) complete paper copies with original Vendor signature, and one (1) complete copy on USB Flash Drive. The proposal must be formatted in accordance with the instructions of this RFP. Promotional materials may be attached but are not necessary and will not be considered as meeting any of the requirements of this RFP. Proposals must be enclosed in a sealed envelope or package, clearly marked “Mendocino County RFP No. 250006”, and delivered by 3:30 p.m. July 14, 2025 to:

Mendocino County Department of Transportation
 340 Lake Mendocino Drive
 Ukiah, CA 95482-9432
 Attn: Josie Slovut

Late or facsimile proposals will not be accepted. It is the proposer’s responsibility to assure that its proposal is delivered and received at the location specified herein, on or before the date

and hour set. *Proposals received after the date and time specified will not be considered.*
Note: The unauthorized use of the County's official logo is strictly prohibited.

- B. Proposers are required to submit with their proposal:
- Attachment A – Proposal Summary and Statement of Responsibility
 - Attachment B – Proposal Checklist/Table of Contents
 - Executive summary of proposal/Introductory Letter
 - Company Background and Experience
 - Project Understanding and Approach
 - Scope of Work
 - Schedule
 - Project Team Resumés
 - Attachment C – Exceptions to RFP
 - Attachment D – Letters of Reference
 - Attachment E – Certificate of Non-collusion
 - Attachment G – LAPM Exhibit 10-O1: Consultant Proposal DBE Commitment
 - Attachment H – LAPM Exhibit 15-H: Proposer Good Faith Effort (if necessary)
 - Insurance coverage/certificate of insurance
 - Acknowledgement of receipt of addenda, if applicable.
 - Conflict of Interest Statement
 - Attachment J – Certificate of Indirect Costs and Financial Management System
- C. Proposers are expected to examine all provisions, specifications, and instructions included in this RFP. Failure to do so will be at the proposer's risk.
- D. RESERVED
- E. All proposals must be dated and signed by a representative authorized to enter into contracts for the proposing vendor.
- F. All proposals will remain in effect and legally binding for at least 120 days from the opening date.
- G. Expenses incurred in preparation of the proposal, site visits, or any other actions related to responding to this RFP shall be the responsibility of the vendor. Any and all damages that may occur due to packaging or shipping of the proposal will be the sole responsibility of the vendor.
- H. All proposals, response inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, displays, schedules, exhibits and other documentation submitted by vendors shall become the property of the County of Mendocino.
- I. Time when stated as a number of days shall include Sundays through Saturdays, excluding legal holidays.
- J. Vendors must examine all information and materials contained in and accompanying its proposal. Failure to do so will be at the vendor's risk. This will include, but not be limited to, all relevant laws and regulations of the State of California and the United States Government.
- K. The successful vendor will be subject to verification of non-fraud and for listing on the list for debarred contractors/consultants per federal funding requirements.

- L. If proposed, the County reserves the right to obtain equipment items through its own purchase programs.
- M. The County of Mendocino encourages all vendors to participate in our ePayables program as our preferred payment method. The County's ePayables program is designed to provide the highest level of efficiency and service to our vendors ensuring that payments are received in a timely cost efficient manner (please refer to Sample Mendocino County Contract posted alongside this RFP).

IV. PRE-SUBMITTAL INQUIRIES AND POINTS OF CONTACT

- A. Pre-submittal inquires and correspondence shall be directed to:
 - Procedural and Technical inquires:

Josie Slovut
slovutj@mendocinocounty.gov

All questions regarding this RFP should be submitted in writing by e-mail.

- B. Questions will be answered as quickly as is practicable. A summary of all questions and responses will be posted on the County website by 4:30pm the first Monday following the inquiry deadline, and will be posted to the County's website at:

<https://www.mendocinocounty.org/departments/transportation/rfps-rfqs-projects-to-bid>

It is the responsibility of all interested firms to access the website for this information.

- C. If a question triggers the need for an addendum to this RFP, an addendum will be issued by 4:30pm the first Monday following the inquiry deadline. It is the responsibility of all interested firms to access the website for this information.

Vendors must include acknowledgement of any and all addenda issued in their proposals.

- D. The deadline for submitting written inquiries regarding this RFP is indicated in **Section VI - SCHEDULE OF ACTIVITIES**.
- E. Questions submitted after the inquiry deadline will not be answered. Only answers to questions communicated by formal written addenda will be binding.
- F. Mendocino County requires that other Mendocino County management and employees not be contacted by Vendors during the RFP process. **Failure to comply with this requirement may disqualify those proposals from further consideration. Contact is limited to the Mendocino County RFP Representatives listed above for any and all technical and procedural inquiries.**

V. MODIFICATIONS OR WITHDRAWAL OF PROPOSALS

- A. A proposal that is in the possession of the County may only be altered by letter or facsimile bearing the signature or name of the vendor's authorized representative, provided it is received **prior to the deadline for submission of proposals**. Telephone, email or verbal alterations will not be accepted.
- B. A proposal that is in the possession of the County may be withdrawn by the proposer **up to the time of the deadline for submission of proposals**.

VI. SCHEDULE OF ACTIVITIES

The County intends to progress in this procurement in a series of orderly steps. The schedule that follows has been developed in order to provide adequate information for vendors to prepare definitive Proposals and to permit Mendocino County to fully consider various factors that may affect its decision. **This schedule is subject to change at the discretion of the County. The County will provide sufficient advance notice to vendors in the event of schedule changes.**

Scheduled Activity	Proposed Date
Request for Proposals posted to County website	June 6, 2025
Inquiry Deadline	June 27, 2025
RFP Submission Deadline	July 14, 2025
Presentations/Demonstrations (if applicable)	TBD
RFP Selection and Notification	August 1, 2025
County Board of Supervisors Approval of Agreement	September 9, 2025
Approximate Contract Start Date	September 10, 2025

VII. SELECTION PROCESS

The County reserves the sole right to judge the contents of vendors’ proposals. The selection process will be governed by the following criteria:

1. The proposals must adhere to the instructions and format as specified in this RFP.
2. The evaluation will include a review of all documents and information relating to the vendor’s services, organizational structure, capabilities, qualifications, past performance, and costs.
3. Vendors may be required to make an oral presentation and interview before final selection is made.
4. The County may evaluate any information from any source it deems relevant to the evaluation.
5. False, incomplete, or unresponsive statements in a proposal may be sufficient cause for its rejection.

VIII. SELECTION CRITERIA

- A. The selection of Vendor(s) and subsequent contract award(s) will be based on the criteria contained in this RFP, and as demonstrated in the submitted proposal. Vendor(s) should submit information sufficient for the County of Mendocino to easily evaluate proposals with respect to the selection criteria. The absence of required information may cause the proposal to be deemed non-responsive and may be cause for rejection.
- B. Funding determinations for this RFP will be made through a competitive procurement process and shall be in accordance with all applicable federal, state, and local procurement laws and regulations.
- C. Competitive negotiations require that at least two (2) responsive proposals for the same scope of work and service area must be received in response to an RFP. A competition is considered failed if only one (1) responsive proposal is received. If a competition has been declared failed, the County of Mendocino then has the option to re-compete the procurement or enter into sole-source procurement.

D. Proposal Review and Evaluation Process

1. The proposal will be judged based on service capabilities and experience of the prospective vendor and all persons who will be providing services under contract. The following are the critical areas of the proposals that will be evaluated:
 - a. Adequacy of the described plan/approach to deliver requested services as described in Section XI SCOPE OF WORK.
 - b. Experience of the vendor in providing services and quality of work.
 - c. Status of Professional Certification including whether the vendor meets the minimum requirements to provide service.
 - d. All criteria identified in Attachment I, Proposal Evaluation Form.
- E. At its sole discretion, MCDOT may conduct interviews with the top ranked vendor. This process may include a request for a presentation from the finalists, proposal fact finding and negotiation of contract terms and conditions at no cost to the County. The presentation may be web-based or in-person.

IX. AWARD AND CONTRACT INFORMATION

- A. The County hereby notifies all proposers that it will affirmatively ensure that minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation, and that no proposer shall be discriminated against on the grounds of age, race, color, sex, religion, creed, national origin, marital status, political affiliation, or disability.
- B. Vendor agrees that should it be awarded a contract, the vendor shall not discriminate against any person who performs work thereunder because of age, race, color, sex, religion, creed, national origin, marital status, political affiliation, or disability.
- C. The County reserves the right to reject any or all proposals and to waive any irregularities if deemed in the best interest of the County to do so. The County will select the Vendor whose proposal is determined by the County to be the most responsive and responsible proposal and of the best advantage to the citizens of Mendocino County. The County shall be the sole judge in making such a determination.
- D. The successful vendor will be required to enter into and sign a formal agreement with the County, which agreement will be in effect for the duration of the contract period. A sample contract is posted on the County website alongside this RFP. It is the vendor's responsibility to review the contract's terms and conditions and to state any exceptions to those conditions in its response to the Request for Proposals (Attachment C). If no exceptions are noted, the County will understand that the vendor agrees to the terms and conditions as stated in the contract.
- E. The terms and conditions of this Request for Proposal as well as the vendor's proposal, and any modifications to said proposal agreed to in writing by both parties shall become a part of the contract.
- F. Prior to final selection, vendors may be required to submit any additional information that Mendocino County may deem necessary to determine the vendor's qualifications. Information submitted in response to a RFP is subject to public disclosure as permitted by the California Public Records Act. Additionally, all proposals and information submitted shall become the property of the County. The County reserves the right to make use of any information or ideas in the proposals submitted.

G. Open Procurement

1. The vendor shall include any latitudes, prohibitions or limitations placed on the purchase of the items presented in the vendor's Proposal. Items and/or services that the vendor intends to be offered on a unit price basis must be so identified. [The County's objective is to clarify all purchase options.]
2. Mendocino County reserves the right to negotiate changes to the original Proposal(s), including changes in system cost and/or unit price.
3. Mendocino County reserves the right to accept or reject any or all Proposals in whole or in part.
4. Mendocino County reserves the right to negotiate a contract with more than one vendor at the same time.

H. Local Vendor Preference:

5. The County of Mendocino has established a local vendor preference. All informal and formal Invitations to Bid and Request for Proposals for contracts are evaluated with a 5% preference for local vendors. Vendors must claim local vendor preference to be considered (refer to Attachment A – Summary and Statement of Responsibility (Signature Page), Certification No. 6). Please note the following exceptions:
 - a. Those contracts which State Law or, other law or regulation precludes this local preference.
 - b. Public Works construction projects.
 6. "Local" vendor preference will be approved as such when, 1) The vendor conducts business in an office with a physical location within the County of Mendocino; 2) The vendor holds a valid business license issued by the County of Mendocino, and provides the name of the Local Agency which issued the license; and 3) business has been conducted in such a manner for not less than six (6) months prior to being able to receive the preference, said vendor provides the business address and how many years the business has been at that location.
- I. The Consultant should expect to comply with the requirements of SB 854. Certain portions of the work under this contract may be subject to Department of Industrial Relations (DIR) registration (FEE \$400.00 plus) and the submittal of electronic certified payroll. The Consultant is responsible for determining which portions of the work to be performed are subject to prevailing wage requirements and for submitting the necessary reports, both in writing to the County and electronically to the DIR.

X. BACKGROUND INFORMATION

The North State Street Bridge over Ackerman Creek is scheduled for replacement during the 2025 construction season. Upon project completion, the contractor will implement re-vegetation efforts to meet the mitigation requirements outlined in the Water Board permit. For detailed information on planting locations, as well as the quantity and species of trees to be planted, please refer to the Riparian Wetland Mitigation and Monitoring Plan posted along with this RFP.

XI. SCOPE OF SERVICES

The scope of services for the project includes the following:

A. GENERAL

In general, this scope consists of CONSULTANT providing COUNTY professional services for the monitoring and reporting of vegetation mitigation associated with the Ackerman Creek Bridge Replacement Project on North State Street, Ukiah (County Road 104, Mile Post 0.94). The scope of services includes, but is not limited to, vegetation monitoring, environmental compliance reporting, and coordination with contractors for physical work as required by the Water Quality Certification (401 Permit) including the Riparian Wetland Mitigation and Monitoring Plan posted along with this RFP.

It is understood that all monitoring and reporting services shall be conducted in compliance with applicable environmental regulations and permit requirements. CONSULTANT shall also be responsible for identifying and subcontracting with qualified contractors for any physical tasks, including but not limited to invasive species removal, irrigation system repairs, and replanting efforts, in compliance with the Public Contract Code.

CLARIFICATION OF CONSULTANT AND CONTRACTOR ROLES

CONSULTANT responsibilities include:

- Vegetation monitoring, reporting, and developing treatment recommendations.
- Managing contractor selection and ensuring compliance with applicable codes.
- Overseeing contractor performance to meet project goals.

Contractor responsibilities include:

- Physical implementation of revegetation, erosion control, and invasive species removal.
- Installation and repair of irrigation systems.
- Performing any construction or labor-related tasks outlined in approved treatment plans.

The work shall comply with the requirements of all the following without limitation, and shall apply to this RFP and any subsequent contract as though incorporated herein by reference:

1. Federal laws
2. State laws
3. Local laws
4. Rules and regulations of governing utility districts
5. Rules and regulations of other authorities with jurisdiction over the procurement of products

All work shall be performed in accordance with the *Local Assistance Procedures Manual* (LAPM), the *Standard Environmental Reference* (SER), and all current design and environmental standards applicable to the project.

B. SERVICES TO BE PROVIDED BY CONSULTANT

Task numbers are for the organization of work as well as management of COUNTY's program for all federally funded projects. As a result, no task numbers may be added, removed, or changed.

This scope of work outlines CONSULTANT's responsibilities for vegetation mitigation monitoring and maintenance services. Under the Public Contract Code interpretation, all physical labor or construction-related tasks must be completed by a contractor, and shall be subcontracted and managed by the CONSULTANT. CONSULTANT shall provide the following services including, but not limited to, the following Scope of Services listed herein:

TASK 1: PROJECT MANAGEMENT AND COORDINATION

Task 1.1 - Project Initiation

CONSULTANT will conduct a kick-off meeting at the Mendocino County Department of Transportation office and perform a site visit. Attendees will include the COUNTY Project Manager, CONSULTANT representatives, and, if applicable, Caltrans staff.

Task 1.2 - Coordination

- Primary Points of Contact: COUNTY Project Manager and CONSULTANT's Project Manager.
- Work Plan Development: CONSULTANT will develop a detailed work plan addressing roles, communication protocols, deliverables, and project controls.
- Invoicing and Reporting: CONSULTANT will provide periodic invoices, and monthly progress reports consistent with COUNTY and Caltrans requirements.

Deliverables:

- Meeting agendas and minutes
- Monthly progress reports
- Updated project schedules
- Issue/Action Item/Decision log

TASK 2: INITIAL ONSITE EVALUATION AND EXISTING CONDITIONS

CONSULTANT shall:

- Conduct an onsite evaluation to assess slope stability, map erosion sites, and analyze vegetation.
- Provide a report categorizing plant species (native, invasive, or naturalized) and offering treatment recommendations.
- Prepare a treatment plan for revegetation, erosion control, or invasive species removal, specifying tasks requiring a contractor.

Deliverables:

- Initial Site Evaluation Report
- Proposed Treatment Plan (for contractor execution)

TASK 3: POST-CONSTRUCTION VEGETATION MONITORING AND MAINTENANCE

Task 3.1 - Winter Season Monitoring and Reporting

CONSULTANT will:

- Inspect the site monthly (November through April) and after significant storm events.
- Document vegetation conditions, survival rates, and invasive species encroachment.
- Submit monitoring reports to COUNTY.

For any physical work recommended (e.g., site repairs, invasive species removal), CONSULTANT will prepare a contractor treatment plan for COUNTY approval and oversee the contractor's implementation.

Deliverables:

- Six (6) Monthly Monitoring Reports
- Contractor Treatment Plans (as needed)
- Implementation Reports (as needed)

Task 3.2 - Summer Season Monitoring and Maintenance

Similar to winter monitoring, CONSULTANT will:

- Conduct monthly site visits (May through October) to evaluate native growth and invasive species control.
- Submit reports and recommend physical tasks to be performed by a contractor.

Deliverables:

- Six (6) Monthly Monitoring Reports
- Contractor Treatment Plans (as needed)
- Implementation Reports (as needed)

Task 3.3 - Irrigation Plan

CONSULTANT will:

- Develop an irrigation plan detailing methods, water sources, and weaning processes.
- Submit the plan for COUNTY approval and oversee contractor implementation of irrigation system installation or repair.

Deliverables:

- Irrigation Plan
- Implementation Reports (as needed)

Task 3.4 - Annual Reporting

CONSULTANT shall prepare an annual report summarizing:

- Vegetation survival, success, and failure rates.
- Monitoring results and photographic documentation.
- Any recommendations for future actions.

Deliverables:

- Annual Reports

C. SERVICES TO BE PROVIDED BY COUNTY

MCDOT will provide a responsible inspector to oversee the project and ensure compliance with requirements. Staff will review and approve all reports and plans submitted by the CONSULTANT to maintain project progress and quality. Additionally, MCDOT will ensure timely responses to CONSULTANT inquiries to facilitate smooth and efficient project execution.

D. MINIMUM QUALIFICATIONS OF PERSONNEL

It is understood that the services covered under this contract are design professional services and will be performed under the responsible charge of a Registered Engineer in the State of California. It is also understood that all work performed under this contract is considered to be performed by CONSULTANT, whether it be by CONSULTANT or a subconsultant under contract to CONSULTANT.

E. EQUIPMENT REQUIREMENTS

CONSULTANT shall have and provide adequate office equipment and supplies to complete the work required by this Contract. CONSULTANT shall have and provide adequate field tools, instruments, equipment, materials, supplies, and safety equipment to complete the required field work and that meet or exceed Caltrans Specifications per the Caltrans Manuals.

F. QUALITY CONTROL/ASSURANCE MEASURES

Implementing and maintaining quality control procedures to manage conflicts, ensure product accuracy, and identify critical reviews and milestones. Also, provide knowledge, experience, and familiarity Quality Control and Quality Assurance (QC/QA) for California Test Methods and laboratory.

XII. PROPOSAL FORMAT AND CONTENT

Proposals submitted in response to this RFP should include the following elements and are to be completed in accordance with the information and outline contained in Attachment B – Proposal Check List/Table of Contents:

A. Executive Summary (limit 2 pages)

Include an executive summary and written narrative, including a detailed description of your organization's experience, qualifications, and commitment to the project. Address the below listed elements at a minimum: experience, stability & growth, commitment, product, and services.

B. Company Background and Experience (limit 2 pages)

MCDOT will only consider submittals from vendors that demonstrate they have successfully completed comparable projects. Experience and focus in the public sector is of vital importance as the County is looking to partner with a firm that has years of experience with State and/or Federally-funded projects.

C. Project Understanding and Approach (limit 6 pages)

Describe the process/approach to be used in providing the services described in Section XI – Scope of Work, of this RFP. Be specific and address all elements.

- Vendor shall demonstrate a clear understanding of the requirements/needs to facilitate the project through Caltrans Local Assistance and the Local Assistance Procedures Manual and Guidelines.
- Describe your cost control and budgeting methodology for this project.
- Describe critical engineering design issues associated with the project and how you will address these.
- Describe critical environmental issues and how you will address these.
- Describe how cost and schedule could be minimized.

D. Detailed Scope of Work (limit 10 pages)

Vendor shall develop a detailed draft Scope of Work (SOW) for all services to be provided over the course of the agreement. The SOW shall utilize the same Task structure as outlined in Section XI, Scope of Work, of this RFP with project deliverables listed for each task and subtask as appropriate.

E. Project Timeline

A Project Timeline should be included indicating the implementation schedule. Provide a detailed schedule for all phase of the project and the proposing Consultant's services, including time for reviews and approvals. Project schedule shall be in the format of a Gantt chart.

F. Project Development Team (limit 8 pages)

Describe the roles and organization of your proposed team for this project. Include full name, position, licenses or degrees held and a brief summary of relevant experience as related to proposed services. Indicate the composition of subconsultants and number of project staff, facilities available, and experience of your team as it relates to this project. Key members, especially the Project Manager, shall have significantly demonstrated experience with this type of project.

Describe your project and management approach. Provide a detailed description of how the team and scope of work will be managed. Key members, including those of subconsultants, may not be substituted during the course of the project without written approval of MCDOT.

G. Include brief staff resumés for all persons who may perform services under contract. Resumés shall show relevant experience for the Project's Scope of Work, as well as the length of employment with the proposing Vendor. Key members, especially the Project Manager, shall have significantly demonstrated experience with this type of project

H. Three (3) letters of reference for projects within the past five (5) years shall be submitted for the County to contact, including contact name, phone number, and address (to be listed in Attachment D of this RFP). These references should preferably include municipalities or government agencies wherein similar services were performed as outlined in Section XI. Scope of Work. These projects must illustrate the quality, type, and past performance of the project team.

- I. Any exceptions to the terms and conditions as specified in the Sample Mendocino County Contract posted alongside this RFP, must be listed in Attachment C. The terms and conditions not specifically identified will be considered acceptable to Consultant.
- J. The proposing Consultant shall include a Conflict-of-Interest Statement disclosing any financial, business or other relationship with the County of Mendocino that may have an impact upon the outcome of the contract or the construction project. The Consultant shall also list current clients who may have a financial interest in the outcome of this contract or the construction project that will follow. The proposing Consultant shall disclose any financial interest or relationship with any construction company that might submit a bid on the construction project.

Additional Information:

- This project has a DBE goal of 0%. Vendor must submit with their proposal a completed LAPM Exhibit 10-O1, included as Attachment G to this RFP, with their proposals. If the vendor is unable to meet the stated DBE goal, the vendor must also submit a completed LAPM Exhibit 15-H, included as Attachment H to this RFP.
- Additional documents or other material, may be included as appendices, in support of the proposal. The proposal, however, must reference any additional material or documentation on Attachment B – Proposal Checklist/Table of Contents.
- Upon specific request of the County, Vendor shall provide consent and waiver forms permitting County to obtain personal employment/professional qualification information about Consultant who may perform services under this contract from third parties, and releasing third parties from any and all liability for disclosing such information to County.
- Indicate if the proposing Consultant was involved with any litigation in connection with prior projects. If yes, briefly describe the nature of the litigation and the result.
- A contract will not be awarded to a consultant without an adequate financial management and accounting system as required by 48 CFR Part 31 and 2 CFR Part 200.

XIII. FORMAT OF COST PROPOSAL

The Consultant will perform the services stated in the contract using the Method of Payment: Actual Cost-Plus Fixed Fee.

To ensure compliance with the Brooks Act and Government Code 4526, only the selected consultant will be required to submit a Cost Proposal after the qualification-based selection process is complete. The Cost Proposal shall adhere to the Cost Proposal Template posted on the County website alongside this RFP

The selected consultant must itemize all costs, including per-hour rates, direct expenses, and fixed fees chargeable to the County in accordance with the Cost Proposal Template. Prices quoted shall be valid for at least one-hundred and twenty (120) days following submission and, if a contract is executed, shall become fixed for the contract term.

The selected consultant will be required to submit certified payroll records, as required.

XIV. CONTRACT

A. Time is of the essence in awarding the contract. The County reserves the right to cancel any intent to award and proceed to the next vendor if the selected the vendor has not signed the agreement within two (2) weeks after the notification of intent of award.

B. Execution of Contract

1. Upon the acceptance of the vendor's Proposal, County will prepare and submit a contract to the vendor for signature. (See sample contract for required contractual language.) In the event that the vendor fails, neglects or refuses to execute the contract within two (2) weeks after receiving a copy of the contract from County, County may at its option terminate and cancel its action in awarding the contract and the contract shall become null and void and of no effect.
2. Incorporated by reference into the contract which is to be entered into by County and the vendor pursuant to this Proposal will be (a) all of the information presented in or with this Proposal and the vendor's response thereto, and (b) all written communications between County and the vendor whose Proposal is accepted.

C. No Assignment

Assignment by the successful vendor to any third party of any contract based on the Proposal or any monies due shall be absolutely prohibited and will not be recognized by County unless approved in advance by County in writing.

D. Force Majeure

Neither party shall be liable to the other for any failure or delay in rendering performance arising out of causes beyond its control and without its fault or negligence. Such causes may include, but not be limited to, acts of God or the public enemy, freight embargoes, and unusually severe weather; but the failure or delay must be beyond its control and without its fault or negligence. Dates or times of performance will be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

E. Contract Amendments

Contract amendments are required to modify the terms of the original contract for changes such as extra time, added work, or increased costs and must be done prior to expiration of the original contract. Only work within the original advertised scope of services can be added by amendment to the contract.

F. Insurance

Prior to commencement of this AGREEMENT, CONSULTANT shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate.

CONSULTANT shall obtain and maintain insurance coverage as follows

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.

- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

In addition, CONSULTANT upon request shall provide a certified copy of the policy or policies.

XV. REJECTION OF PROPOSALS

The RFP does not commit the County to award a contract, to pay any costs incurred in the preparation of the proposal to this request, or to procure or contract for services or supplies.

The County shall be the sole arbiter in the determination of equality. The County reserves the right to reject any proposals and to accept the proposal or proposals which in its sole and absolute judgment shall, under all circumstances, best serve the interests of the County.

The County reserves the right to negotiate with any qualified source, or to cancel the RFP in part or in its entirety, if it is in the best interest of the County to do so. The County may require the proposer selected to participate in negotiations, and to submit such proposal as may result from negotiations.

Any proposal submitted during this RFP process becomes the property of the County. The County will not be liable for nor pay costs incurred by the respondent in the preparation of a response to this RFP, or any other costs involved including travel.

XVI. GENERAL CONDITIONS

While the intent of the County is to award the contract to the selected vendor, it reserves the right to both either withdraw and/or not award a contract at any time it so desires. Costs incurred in the preparation of response to this RFP will not be reimbursed.

The County has a standard contract service agreement. The successful firm will be required to agree to the terms contained within. Any issues with the insurance coverage or terms of the standard contract service agreement should be mentioned in the response to the Request for Proposals and documented in detail in Attachment C – Exceptions to RFP.

Limitations

- 1) Vendors should expect to have access only to the public records and public files of local government agencies in preparing the proposal or reports. Vendors should not anticipate any compilation, tabulation, or analysis of data, definition or opinion, etc., unless volunteered by a responsible official of that agency.
- 2) The County has the authority to terminate the contract upon written notice to CONSULTANT at any time during the period of the project if the County finds that CONSULTANT's performance is not satisfactory.
- 3) Contract payments will be made on the basis of satisfactory performance by the CONSULTANT as determined by the County. Final payment to CONSULTANT will only be made when the County finds that the work performed by CONSULTANT to be satisfactory and the final work product and documents submitted meet the tasks of the project and is accepted by the County.

XVII. LIST OF ATTACHMENTS

- Attachment A – Proposal Summary and Statement of
- Attachment B – Proposal Checklist/Table of Contents
- Attachment C – Exceptions to RFP
- Attachment D – Letters of Reference
- Attachment E – Certificate of Non-collusion
- Attachment F – LAPM Exhibit 10-I
- Attachment G – LAPM Exhibit 10-O1
- Attachment H – LAPM Exhibit 15-H
- Attachment I – Proposal Evaluation Form
- Attachment J – Certificate of indirect Costs and financial management System

ATTACHMENT A
PROPOSAL SUMMARY AND STATEMENT OF RESPONSIBILITY (SIGNATURE PAGE)

County of Mendocino Department of Transportation
Mitigation Monitoring and Maintenance
For The Ackerman Creek Bridge Replacement Project



RFP No. 250006

RFP No.	250006
RFP Issue Date:	June 6, 2025
RFP Submission Deadline:	July 14, 2025

Proposals must be enclosed in a sealed envelope or package, clearly marked "Mendocino County RFP No. 250006", and delivered by 3:30 p.m. July 14, 2025 to:

Mendocino County Department of Transportation,
Attn: Josie Slovut
340 Lake Mendocino Drive
Ukiah, CA 95482.

Questions regarding this RFP should be directed to:

Procedural and Technical inquires:

Josie Slovut
SlovutJ@MendocinoCounty.gov

This Proposal Summary and Statement of Responsibility (Signature Page) must be included with your submittal in order to validate your proposal. Proposals submitted without this page will be deemed non-responsive.

Vendor Authorized Representative

Company Name: _____ Date: _____

Representative: _____

Title: _____

Phone: _____

Address: _____ Fax: _____

Federal Tax ID No.: _____ Email: _____

RFP Contact Information (if different then above)

Contact Person: _____

Title: _____

Phone: _____ Fax: _____

Address: _____ Email: _____

Certifications:

- 1. Do you agree to comply with specifications, RFP instructions, draft contract requirements and other pertinent references contained in this RFP?
 YES NO

- 2. Do you agree that the proposal will stand firm and will not be withdrawn for a period of 120 days after the proposal is opened?
 YES NO

- 3. Do you certify that all statements in the proposal are true? This shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy authorized by law, and shall include the right, at the option of the County, of declaring any contract made as a result thereof to be void.
 YES NO

- 4. Do you agree to provide the County with any other information the County determines is necessary for accurate determination of your qualifications to provide services?
 YES NO

- 5. Do you agree that the proposal amount includes all costs incident to the proposed contract?
 YES NO

- 6. The County of Mendocino has adopted a Local Vendor Preference. Does your company meet the criteria for the five percent cost preference as a local vendor for the County of Mendocino, as described in Section IX(H)(2) AWARD AND CONTRACTING INFORMATION?
 YES NO

- 7. Do you agree to be an ePayable as described in Attachment I- Sample Mendocino County Contract?
 YES NO

To the best of my knowledge and belief, the information provided in this initial determination of responsibilities is true and correct.

Authorized Representative: _____
(Printed name)

Signature: _____

Date: _____

**ATTACHMENT B
PROPOSAL CHECK LIST/TABLE OF CONTENTS**

This proposal checklist identifies the various components that must be submitted with your proposal. This form is to be completed and included in the proposal and must be located directly behind Attachment A.

Follow this sequence in presenting your proposal with the checklist serving as your table of contents.

Proposal Check List/Table of Contents	Page No.
Signature Page (RFP Attachment A)	
Proposal Check List/Table of Contents (RFP Attachment B)	
A. Executive Summary	
B. Company Background and Experience	
C. Project Understanding and Approach	
D. Detailed Scope of Work	
E. Project Timeline	
F. Project Development Team	
G. Staff Resumés	
H. Letters of Reference (RFP Attachment D)	
I. Exceptions to the RFP (RFP Attachment C)	
J. Conflict of Interest Statement	
Certificate of Non-Collusion, signed by authorized representative (Attachment E)	
Insurance Coverage (Certificate of Insurance)	
Acknowledgment of Addenda (if applicable)	
LAPM Exhibit 10-O1: Consultant Proposal DBE Commitment (Attachment G)	
LAPM Exhibit 15-H: Proposer Good Faith Effort (Attachment H)	
Certification of Indirect Costs and Financial Management System (Attachment J)	

**ATTACHMENT D
LETTERS OF REFERENCE**

Please list the references (minimum of three (3)) in the section provided below and attach corresponding letters to this form.

Agency	Contact Name/Address	Phone No.	Dates Services Provided (From/Through)

ATTACHMENT E
CERTIFICATE OF NON-COLLUSION

The undersigned certifies, under penalty of perjury, that this proposal has been made in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

(Name of Proposer)

(Signature of Authorized Agent)

Date

ATTACHMENT F
LAPM EXHIBIT 10-I: NOTICE TO PROPOSERS DBE INFORMATION

The Agency has established a DBE goal for this Contract of 0%

1. TERMS AS USED IN THIS DOCUMENT

- The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.
- The term “Agreement” also means “Contract.”
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Contracts financed in whole or in part with federal funds (See 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”). The Consultant must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF DBE INFORMATION

If there is a DBE goal on the contract, Exhibit 10-O1: Consultant Proposal DBE Commitment must be included in the Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards meeting the contract goal; therefore, all DBE participation shall be collected and reported.

Exhibit 10-O2 *Consultant Contract DBE Information* must be included in best qualified consultant’s executed consultant contract. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the proposer’s responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department’s DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:

1. The proposer is a DBE and will meet the goal by performing work with its own forces.
 2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Civil Rights [website](#).
 1. Click on the link titled "Access the DBE Query Form"
 2. Click on "Start DBE Firms Query" linkSearches can be performed by one or more criteria. Follow instructions on the screen.

6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packers, brokers, manufacturers' representatives, or

other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.

- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

ATTACHMENT G
LAPM EXHIBIT 10-01: CONSULTANT PORPOSAL DBE COMMITMENT

1. Local Agency: The County of Mendocino 2. Contract DBE Goal: 0%
 3. Project Description: Mitigation Monitoring and Maintenance for The Ackerman Creek Bridge Replacement Project
 4. Project Location: North State Street (County Road 104) over Ackerman Creek (Mile post 0.94) in Ukiah
 5. Consultant's Name: _____ 6. Prime Certified DBE:

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Local Agency to Complete this Section			
17. Local Agency Contract Number: <u>250006</u> 18. Federal-Aid Project Number: <u>BHLS-5910(117)</u> 19. Proposed Contract Execution Date: <u>9/10/2025</u> 20. Consultant's Ranking after Evaluation: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			11. TOTAL CLAIMED DBE PARTICIPATION % IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.
21. Local Agency Representative's Signature: <u>Alicia Winokur</u> 22. Date: <u>(707)463-4363</u> 23. Local Agency Representative's Name: <u>Deputy Director of Transportation</u> 24. Phone: _____ 25. Local Agency Representative's Title: _____			
12. Preparer's Signature: _____ 13. Date: _____ 14. Preparer's Name: _____ 15. Phone: _____ 16. Preparer's Title: _____			

DISTRIBUTION: Original – Included with consultant’s proposal to local agency.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENTCONSULTANT SECTION

1. **Local Agency** - Enter the name of the local or regional agency that is funding the contract.
2. **Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. **Project Location** - Enter the project location as it appears on the project advertisement.
4. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
5. **Consultant's Name** - Enter the consultant's firm name.
6. **Prime Certified DBE** - Check box if prime contractor is a certified DBE.
7. **Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
8. **DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
9. **DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
10. **DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
11. **Total Claimed DBE Participation %** - Enter the total DBE participation claimed. If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
12. **Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
13. **Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
14. **Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
15. **Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
16. **Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

17. **Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
18. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
19. **Proposed Contract Execution Date** - Enter the proposed contract execution date.
20. **Consultant's Ranking after Evaluation** – Enter consultant's ranking after all submittals/consultants are evaluated. Use this as a quick comparison for evaluating most qualified consultant.
21. **Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
22. **Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
23. **Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
24. **Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
25. **Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

**ATTACHMENT H
LAPM EXHIBIT 15-H: PROPOSER GOOD FAITH EFFORTS**

Cost Proposal Due Date 8/8/2025

Federal-aid Project No(s). **BHLS-5910(117)**

The County of Mendocino established a Disadvantaged Business Enterprise (DBE) goal of 0% for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) **calendar** days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer’s or bidder’s eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled “Submission of DBE Commitment” of the Special Provisions, **please attach additional sheets as needed:**

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

Items of Work	Proposer or Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract
				0.00%
				0.00%
				0.00%
				0.00%

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

ATTACHMENT I
COUNTY OF MENDOCINO SAMPLE PROPOSAL EVALUATION FORM
RFP No. 250006
N. STATE ST. OVER ACKERMAN CREEK BRIDGE REPLACEMENT PROJECT
MITIGATION MONITORING AND MAINTENANCE

Vendor Name: _____

Evaluated By: _____

		Rating Scale
0	Unacceptable	Non-responsive, fails to meet RFP specifications. The approach has no probability of success. For mandatory requirement this score will result in disqualification of proposal.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving project objectives per RFP.
2	Fair	Has a reasonable probability of success, however, some objectives may not be met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on interpretation of proposal by Evaluation Committee members.
4	Above Average/Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFP requirements and expectations.
5	Excellent/Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFP specification.

No.	Evaluation Criteria	Rating (0-5)	Weight	Score*
1	Completeness of Response	N/A	Pass/Fail	Pass/Fail
2	Scope of Work		25%	
3	Experience with Similar Kinds of Work		20%	
4	Quality of Staff for Work to be Done		20%	
5	Qualifications		10%	
6	Familiarity w/ State/Federal procedures		10%	
7	Financial Responsibility		10%	
8	Local Presence		5%	
			Score Total	

Highest Score Total is **5**

Comments:

Scoring: (To be performed by the Department of Transportation)

Weight X *Rating (per Scale) = Points Total

*Rating Scale: 5 = Excellent 4 = Above Average 3 = Average 2 = Fair 1 = Poor 0 = Unacceptable

The Evaluation Criteria Summary and their respective weights are as follows:

1. Completeness of Response (Pass/Fail)

- Responses to this RFP must be complete. Responses must include the proposal content requirements identified within this RFP and subsequent addenda and address each of the items listed below. Proposals that are incomplete will be rated a Fail in the Evaluation Criteria, and will receive no further consideration.

2. Scope of Work (25%)

- Demonstrates familiarity of project and understanding of work completed to date and project objectives moving forward.
- Adequacy of the detailed Scope of Work to deliver requested services as described in this RFP.
- Scope addresses all known project needs and appears achievable in the timeframes set forth in the project schedule.
- Deliverables are appropriate to schedule and scope set forth in this RFP.

3. Experience with Similar Kinds of Work (20%)

- Do the references as provided in the proposal demonstrate adequate experience with similar kinds of work?

4. Quality of Staff for Work to be Done (20%)

- Proposes adequate and appropriate disciplines of project team.
- Some or all of team members have previously worked together on similar project(s).
- Team is managed by an individual with appropriate experience in similar projects, and their time is appropriately committed to the project.
- Proposed team members, as demonstrated by enclosed resumés, have relevant experience for their role in the project.
- Key positions required to execute the project team’s responsibilities are appropriately staffed to provide adequate capability to perform both volume and quality of needed work within project schedule milestones.

- Team and its leaders have experience working in the public sector and knowledge of public sector procurement process.

5. Qualifications (10%)

- Specific qualifications, and technical expertise of the firm and sub-consultants to conduct services as requested in this RFP.

6. Familiarity with State and Federal Procedures (10%)

- Experience working with State-funded and/or Federal Aid projects; experience working with local governments; etc.
- CONSULTANT has an adequate financial management and accounting system as required by 48 CFR Part 31 and 2 CFR Part 200.

7. Financial Responsibility (10%)

- Ability to meet payment schedule.
- Proposer has a system for managing cost and budget, and evidence of successful budget management for similar projects.

8. Local Presence (5%)

- A statement addressing firm's ability to establish an office within the County or surrounding area.

ATTACHMENT J
CERTIFICATION OF INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required)

Consultant's Full Legal Name: _____

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate (ICR):

Combined Rate: _____ Or

Home Office Rate: _____ and Field Office Rate (if applicable): _____

Facilities Capital Cost of Money (if applicable): _____

Fiscal Period:* _____

* Fiscal period is annual one year applicable accounting period that the ICR was developed (not the contract period). The ICR is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an ICR(s) for the fiscal period as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the ICR(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31).
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31.
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on the Financial Document Review Request form.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in Title 23 United States Code (U.S.C.) Section 112(b)(2); 48 CFR Part 31.201-2(d); 23 CFR, Chapter 1, Part 172.11(a)(2); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost accounts;
- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirements.

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - [23 CFR Part 172.11\(c\)\(4\)](#)
- False Claims Act - [Title 31 U.S.C. Sections 3729-3733](#)
- Statements or entries generally - [Title 18 U.S.C. Section 1001](#)
- Major Fraud Act - [Title 18 U.S.C. Section 1031](#)

All A&E Contract Information:

- Total participation amount _____ on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is _____
- Years of consultant’s experience with 48 CFR Part 31 is _____
- Identify the type of audits listed below that the consultant has had performed (if applicable):

Cognizant ICR Audit Local Govt ICR Audit Caltrans ICR Audit

CPA ICR Audit Federal Govt ICR Audit

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the ICR Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with [Title 23 U.S.C. Section 112\(b\)\(2\)](#), [48 CFR Part 31](#), [23 CFR Part 172](#), and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name**: _____ Title**: _____

Signature: _____ Date: _____

Phone**: _____ Email**: _____

**An individual executive or financial officer of the consultant’s or subconsultant’s organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: Both prime and subconsultants as parties of a contract must complete their own forms. Caltrans will not process local agency’s invoices until a complete form is accepted and approved by the Independent Office of Audits and Investigations.