

COUNTY OF MENDOCINO

STORM DRAINAGE VULNERABILITY ANALYSIS

MENDOCINO COUNTY DEPARTMENT OF TRANSPORTATION • UKIAH, CA 95482

REQUEST FOR PROPOSAL

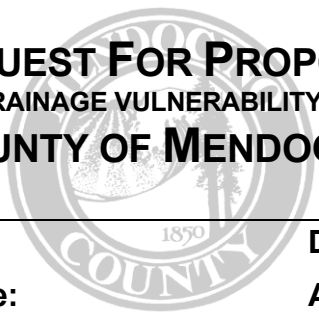


STORM DRAINAGE VULNERABILITY ANALYSIS

DOT PROJECT NO. 3041-C2601
STATE RESTRICTED GRANT AGREEMENT NUMBER: 74A1761

RFP No.	DOT #2600-03
RFP Issue Date:	April 10, 2026
RFP Submission Deadline:	May 15, 2026
Issued by:	Department of Transportation

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COUNTY OF MENDOCINO



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I. INTENT

This Request for Proposal (RFP) announces the intent of the Mendocino County Department of Transportation (MCDOT) to secure the services of a Professional Engineering Design firm to provide civil engineering for a state and locally funded Sustainable Transportation Planning Grant (STPG) project.

This project will conduct a vulnerability analysis of the storm drainage system of county-owned and maintained rural roadways in 5 areas. These areas are the northern part of the Ukiah, Talmage, Old Hopland, Irish Beach, and west road in Redwood Valley. The analysis will inventory the storm drainage system in these areas, including rural culverts, with data such as location, diameter, pipe material, length, condition, and inlet/outlet elevations (all of which can affect a culvert's conveyance capacity). The analysis will then evaluate the existing system's ability to convey the anticipated flows predicted using the State's latest climate prediction models. The County will utilize the findings of this analysis to prioritize replacement of culverts that cannot accommodate the impacts of climate change.

Mendocino County was awarded funds through the STPG program, and the County anticipates negotiating a professional services agreement with the top-ranked firm for planning services with an estimated value of approximately \$460,000. The Sustainable Transportation Planning Grant expiration is June 30, 2028; all tasks included in the scope of work must be finalized by June 30, 2028.

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. 260003", and delivered by 3:30 p.m. May 15, 2026 to:

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

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
 - Project Timeline
 - Project Team Resumés
 - Attachment C – Exceptions to RFP
 - Attachment D – Letters of Reference
 - Attachment E – Certificate of Non-collusion
 - Insurance coverage/certificate of insurance
 - Acknowledgement of receipt of addenda, if applicable.
 - Conflict of Interest Statement
 - Attachment G – 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. All prices and proposals must be typed or written in ink. No erasures are permitted. Errors may be crossed out; corrections may be printed in ink or typed adjacent to the error and initialed in ink by the person authorized to sign the bid. **Facsimile, telephone, electronic or verbal proposals will not be accepted.**
- E. Prices shall be stated in the format as requested herein. Where indicated, Vendor shall provide unit of item and cost per unit. In the event of a discrepancy between the unit price and the extended price for any item, the unit price shall prevail.
- F. All proposals must be dated and signed by a representative authorized to enter into contracts for the proposing vendor.

- G. All proposals will remain in effect and legally binding for at least 90 days from the opening date.
- H. 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.
- I. 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.
- J. Time when stated as a number of days shall include Sundays through Saturdays, excluding legal holidays.
- K. 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.
- L. 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.
- M. If proposed, the County reserves the right to obtain equipment items through its own purchase programs.
- N. 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 Website - Sample Mendocino County Contract).

IV. PRE-SUBMITTAL INQUIRIES AND POINTS OF CONTACT

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

Jannaliese Blundell
blundellj@mendocinocounty.gov

All questions regarding this RFP shall 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-RFPs-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.**

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	April 10, 2026
Inquiry Deadline	May 8, 2026
RFP Submission Deadline	May 15, 2026
RFP Selection and Notification	May 22, 2026
County Board of Supervisors Approval of Agreement	July 21, 2026
Approximate Contract Start Date	July 21, 2026

VII. SELECTION PROCESS

- A. 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 attached to this Request for Proposal as Attachment H. 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 an 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:

1. 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.
2. "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.

X. BACKGROUND INFORMATION

Currently, Mendocino County is experiencing localized flooding in many areas due to inadequate culvert capacities, which disrupts transportation and creates a serious safety issue.

Mendocino County's current storm drainage system data is incomplete; in some areas, such as Irish Beach, there is no information at all. In other areas, data is over 10 years old and does not account for any recent development or future

changes in climate, leaving the current system inundated during storms and resulting in flooding in these areas. Many of our existing culverts are greater than 50 years in age and there are little records as to how these culverts were located and sized.

This project will be to conduct a vulnerability analysis of the culverts running under County-owned and maintained rural roadways in 5 areas in the county for impacts due to climate change. The areas included in this study are Talmage, Old Hopland, Irish Beach, West Road in Redwood Valley, and the northern part of Ukiah. The analysis will inventory the storm drainage system in these areas, including rural culverts, with data such as location, diameter, pipe material, length, condition, and inlet/outlet elevations (all of which can affect a culvert's conveyance capacity). The analysis will then evaluate the existing system's ability to convey the anticipated flows predicted using the State's latest climate prediction models. The County will utilize the findings of this analysis to prioritize replacement of culverts that cannot accommodate the impacts of climate change.

The Project will be funded with State and Local dollars through the Sustainable Transportation Planning Grant Program (STPG), with the local match covered with 11.47% Local Transportation Funds (LTF), requiring CONSULTANT to follow all pertinent local, State, and Federal laws and regulations.

Mendocino County was awarded funds through the STPG program, and the County anticipates negotiating a professional services agreement with the top-ranked firm for planning services with an estimated value of approximately \$460,000. The Sustainable Transportation Planning Grant expiration is June 30, 2028; all tasks included in the scope of work must be finalized by June 30, 2028.

XI. SCOPE OF SERVICES

The scope of services for the project includes the following:

A. GENERAL

It is understood that the services covered under this contract are professional engineering design 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.

These services are to be provided in whole or part by primary CONSULANT and/or their subconsultants. In general, the Project will be to conduct a vulnerability analysis of the storm drainage system running under County owned and maintained rural roadways for impacts due to climate change in five areas within the county that are currently experiencing flooding. Data will be collected, an inventory will be created, and a countywide geographic information system (GIS) with existing drainage infrastructure features associated with the County maintained road system will be developed. Existing conditions will be analyzed to account for anticipated impacts from

climate change through a hydrology and hydraulics analysis, and a development of a vulnerability study for drainage infrastructure associated with the County maintained road system will be developed in order to prioritize maintenance and replacement of sections of the storm drainage system that cannot accommodate the impacts of climate change. This project will be consistent with the Sustainable Transportation Planning Grant Program the project and will prioritize public engagement, climate adaptation planning within the planning horizon (2050 and beyond), and the grant program objectives.

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 under the guidance of the *Local Assistance Procedures Manual* and the *Local Assistance Program Guidelines* as well as all current design 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.

CONSULTANT shall provide the following services including, but not limited to, the following Scope of Services listed herein:

TASK 1 - Project Management and Coordination

MCDOT will serve as the contract manager. CONSULTANT's Project Manager will be the single point of contact for maintaining liaison and coordination throughout the project with the COUNTY's Project Manager and other key team members and shall be responsible for project management activities throughout the life of the contract.

CONSULTANT will schedule, prepare for, and attend monthly PDT Meetings with the County to review the scope of work and project goals, schedule, task progress and issues to be addressed. CONSULTANT shall distribute an agenda prior to each meeting. Key team members, including subconsultants when appropriate, will be present at each team meeting. Team meetings may be held as conference calls through a service established by CONSULTANT. CONSULTANT will develop and maintain a project Issue/Action Item/Decision log which will be included with meeting minutes within one week following each monthly meeting.

CONSULTANT shall submit progress reports at least once each month. The reports shall be sufficiently detailed for COUNTY to determine if CONSULTANT is performing to expectations, is on schedule, to provide communication of interim findings and to sufficiently address any difficulties or special problems encountered so remedies can be developed.

Status reports will include status of services by task breakdown, problems encountered, percent of services complete as of the date of the progress report and discussion of schedule changes, work products, issues currently being addressed and other items of interest as applicable.

TASK 1 DELIVERABLES

In reference to the project in any forms or formal written materials, CONSULTANT shall use the project title of: Storm Drainage Vulnerability Analysis.

CONSULTANT shall contact COUNTY prior to any overnight or other expedited shipping. An exception is the use of overnight couriers that offer competitive rates with the US Postal Service. COUNTY will not reimburse for overnight shipping without prior authorization.

At a minimum the following items will be prepared and distributed:

- Meeting agendas
- Meeting materials (graphics, visual aids, and other presentation items).
- Updated Issue/Action Item/Decision Log.
- Updated Project Schedule
- Meeting minutes within 1 week of meeting.
- Project schedule with updates as necessary, but at least each quarter
- Three month Look Ahead Schedule
- Project LAPM/LAPG Exhibits, as needed
- Monthly invoices and progress reports
- Project log of issues, action items and decisions
- Communication documents (emails, memos etc.)

TASK 2 – Literature Review

CONSULTANT will review existing record plans from subdivisions and or as-build documents to familiarize themselves with prior development improvements available to inform this subdivision or road construction process for drainage infrastructure associated with the County maintained road system. The consultant will reach out to the County's road maintenance and Land Improvement staff regarding local flooding histories, record improvement plans, and any other information pertinent to the storm drain system survey. Utility conflicts with the culvert/storm drain system are germane; therefore, every effort to represent record locations of water, sanitary sewer, gas, etc. relative to culvert/storm drain system must be performed using surface pant mark approximate locations and even "pot holing" if conflicting utilities are near culvert/storm drain system.

TASK 2 DELIVERABLES

Electronic copies of the following:

- Existing County Qualitative data on the current storm drainage system such as scanned record maps and electronic GIS and or CAD based maps if digitized data is generated. All underground utilities' locations within the Right-of-Way (RoW) as "from record" or "based on approximate surface location" or "pothole physical location" must be shown.

TASK 3 - Environmental Studies and Documentation

Subtask 3A: Field Reviews and Data Collection

CONSULTANT will conduct a culvert inventory and condition survey. Utilizing maps and detailed lists of the County's maintained road system, the Consultant will go into the field and get GPS shots at the daylight ends of each culvert. While in the field, the Consultant will also document the culvert's size, shape, length, material, depth of cover, end treatments, and assess the culvert's overall condition. The final step would be for the Consultant to take photographs of the culvert 's daylight ends plus photographs of the culvert's interior. The consultant will also coordinate with the County regarding any planned transportation projects that could affect the current inventory.

CONSULTANT will perform an intensive field data collection effort to capture existing conditions of drainage infrastructure associated with the County maintained road system. Existing conditions of drainage infrastructure are needed to develop an accurate report of all data. Field data collection efforts are anticipated to collect the following data:

- Nodes – manhole coordinates, drainage inlet coordinates, culvert inlet coordinates, culvert outlet coordinates, invert elevations, rim elevations, flowlines of pipes, pipe diameters, pipe material, overall condition, observations, elevation at the centerline of the road, and other drainage related infrastructure details.
- Links – pipes, ditches, swales, lengths, slopes, vegetation maintenance roughness, channel lining, general cross sections, overall condition, observations, and other drainage related infrastructure details.
- Other – use records, monumentation sufficient for RoW; Where record lot and parcel corner monuments can be found these will also be located by GIS relative to other "Utility Nodes" located and described above. The County may accept found monuments adequate for location of sufficient RoW, but if it is determined that additional RoW boundary resolution is needed that requires a record of survey then the County would negotiate such work as a Contract change of scope.

Subtask 3B: Development of GIS

All collected data listed above will be used to develop a countywide geographic information system (GIS) documenting existing drainage infrastructure features associated with the County maintained road system.

Sub Task 3C: Integration into the County's GIS System

CONSULTANT will import the new GIS layer developed into the County's GIS system. The consultant will coordinate this effort with the County's staff. This task includes testing the new GIS layer and taking whatever steps necessary to make the new layer fully operational.

Sub Task 3D: Public Outreach

This task will include public outreach as detailed in Task 4.

County staff will assist the consultant with discovery where supplemental information, in the form of improvement plans or other available records, may be available and would provide a significant benefit to project development.

TASK 3 DELIVERABLES

Electronic copies of the following:

- Existing County Qualitative data on the current storm drainage system
- Field reviews
- Qualitative data report on the findings of the field data collection effort
- GIS files, compatible with the County's existing GIS program, which accurately reflects all the drainage data collected under this task
- Should the CONSULTANT collect standard surveyed planimetric/topographic data in addition to GIS locations of any features then the COUNTY shall receive a CAD electronic version of such data which can be translated to AutoCAD or XYE-Description coordinate list which is translatable to AutoCAD and or County's GIS system.

TASK 4 - Public Outreach

Public engagement will occur throughout the project, such that public opinion and input is taken into consideration during each stage of this process and any information will be relayed in both English and Spanish in order to ensure all members of the community are accounted for. Given the rural nature of the County and as many members of the communities within Mendocino County do not have internet access, in person methods, such as flyers and meetings, will be utilized alongside social media.

These efforts will be ongoing as the vulnerability analysis is created. CONSULTANT will be responsible for the following outreach activities:

During Project launch and initial public input, outreach activities will include informing the public about project scope, schedule, and engagement

opportunities via mailers to affected areas and social media, in order to gather broad input on community needs, priorities, and concerns.

During the Existing Conditions phase, outreach activities will include a community survey to inform on flooding experiences, drainage issues, a method for community members to report problem spots, and community meetings, online or at a community center near the affected study areas. Public outreach at this step will be used to gather local knowledge about flooding patterns and infrastructure concerns and allow for further problem definition helping validate technical assessments.

Amidst the Data and Analysis stage, outreach activities will include a public workshop to present modeling results and preliminary drainage improvement concepts, and stakeholder focus groups. By discussing technical findings and potential solutions it influences the prioritization of improvements and preliminary design criteria.

And lastly, while drafting the prioritization matrix and final plan, outreach activities will include public workshops, online surveys, a comment period (online + in-person comment cards), to review proposed drainage upgrades, phasing, and costs, guiding the refinement of recommendations and timing. Additionally, input may lead to minor adjustments or clarifications.

The primary goal of public outreach is documented feedback of the community's concerns regarding existing conditions and potential future improvements.

- Direct mailings
- Social media (i.e., Facebook) advertising of independent and group based public engagement opportunities
- Radio advertising of public engagement opportunities
- Hardcopy surveys and online electronic surveys
- Public comment in any written form will be accepted
- Community meetings

CONSULTANT will maintain a list with contact information, generally email addresses, where those that wish to stay informed are kept informed as the project reaches various milestones.

TASK 4 DELIVERABLES

Electronic copies of the following:

- Summary of where direct mailings to all mailing addresses in the County and/or all property owners in the County were sent
- Documentation demonstrating social media advertising
- Surveys
- Record compiling all public input received
- Content presented at public meetings
- Sign-in sheets
- Community engagement list utilized

- Content available online on project specific webpage
- Public outreach fliers, advertisements, and mailing
- Contact information for those desiring to stay informed as the project reaches various milestones

TASK 5 - Advisory Committee Meetings

A project specific advisory committee will be established. It will include the Mendocino Local Transportation Commission's Technical Advisory Committee members and be supplemented with additional members. Anticipated members of the advisory committee include the following:

- Caltrans
- The City of Ukiah
- Ukiah Valley Water Authority, which includes:
 - Millview County Water District
 - Redwood Valley County Water District
 - Willow County Water District
 - Irish Beach Water District
- Mendocino Council of Governments (MCOG)
- Local Native American tribes, which may include:
 - Pinoleville Pomo Nation
 - Guidiville Rancheria
 - Coyote Valley Band of Pomo Indians
 - Redwood Valley Little River Band of Pomo Indians
 - Hopland Band of Pomo Indians
 - Manchester-Point Arena Band of Pomo Indians
 - The Potter Valley Tribe
 - The Yokayo Tribe

Advisory committee meetings will be held a minimum of three times in total, once at the beginning of the project, once during Task 5, and once during Task 8.

A smaller Project Development Team (PDT) between County, Consultant, and Caltrans (if applicable) will hold monthly meetings.

TASK 5 DELIVERABLES

Electronic copies of the following:

- Meeting agendas
- List of attendees
- Meeting notes including action items

TASK 6 – Data Analysis, Cost Estimates, and Prioritization

CONSULTANT will develop a hydrology and hydraulics study focusing on impacts from climate change and identifying vulnerabilities coupled with a vulnerability study for drainage infrastructure associated with the County maintained road system is the next logical step in planning for and implementing climate adaptation strategies. Utilizing the best available climate science, the hydrology and hydraulics study will result in a thorough understanding of regional needs and demonstrate where intensive systemic approaches to drainage infrastructure improvements associated with the County maintained road system relative to climate change are needed.

The hydrology and hydraulics study outcomes will be a tool to inform and engage the public. The public will be given opportunities to agree and/or disagree with study outcomes, inform the County if something may have been missed or under analyzed, and let the County know if additional locations or features should be studied. Upon completion of the study by the county, the project can progress to prioritizing drainage improvements.

A prioritization matrix will be developed by the CONSULTANT to prioritize improvements and work on the different links, nodes, and sections studied, based on critical issues, projects costs, the best available climate science, and public comments and input. The improvements will consider nature-based solutions, current and future usage, environmental impact, and public opinion from the community members and stakeholders. These will be used to prioritize the project cost relative to the anticipate benefits. Information will be included either as part of plan itself or an appendix to demonstrate how the individual projects were prioritized as part of this planning effort.

This task will include public outreach as detailed in Task 4.

TASK 6 DELIVERABLES

Electronic copies of the following:

- A report of the hydraulic capacity evaluations and a database of all inventoried culverts reflecting the existing capacity, anticipated peak flows, and a determination whether each culvert will be insufficient to meet projected conditions under climate change, utilizing the best available climate science
- Prioritization matrix
- Public Review – list of comments

TASK 7 – Draft and Final Plan

CONSULTANT will develop a Climate Adaptation Storm Drainage Vulnerability Analysis. A draft for public review of each document will be prepared for review by members of the public and the Advisory Committee.

Comments received on the drafts for public review will be documented with a comment matrix prior to the draft version being presented to the County. Any direction from the county regarding modifications to the draft document prior to making the draft documents final will be documented in a comment matrix.

The vulnerability study will result in a prioritized list of projects addressing identified vulnerabilities to drainage infrastructure associated with the County maintained road system.

Additionally, the final study will include recommendations for implementation pathways based on the prioritization matrix developed, with planning level project costs, and potential funding sources to strengthen the connection between planning and capital investment.

TASK 7 DELIVERABLES

Electronic copies of the following:

- Draft Plan
- Public Review – list of comments
- Final Plan that includes a summary of next steps towards implementation, credits FHWA, FTA, and/or Caltrans on the cover or title page, submitted to Caltrans in an ADA accessible electronic copy

C. SERVICES TO BE PROVIDED BY COUNTY

MCDOT will make appropriate staff available for meetings and site visits; review all reports and plans for approval: either as the approving agency or prior to submittal to an approving agency; prepare the Board of Supervisors' packages; schedule any public hearings or meetings; file the Notice of Determination with the County Clerk; prepare any needed Permission to Enter documents for access to private property; complete property appraisals and provide property acquisition for right of way, either by the County or under separate Consultant contract.

MCDOT shall allow CONSULTANT to review all public-accessible data and information (in its Department of Transportation files) that relate to the project.

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.

G. PROJECT SCHEDULE

In order to assess duration and resources, the project planning and scheduling of tasks should be done using a Gantt chart. The Sustainable Transportation Planning Grant expiration is June 30, 2028; all tasks included in the scope of work must be finalized by this date.

XII. PROPOSAL FORMAT AND CONTENT

Proposals submitted in response to this RFP shall be concise, well organized, and directly responsive to the requirements of this solicitation. The County values clarity, specificity, and demonstrated project understanding. Excessive marketing materials and boilerplate corporate information are discouraged and will not be considered in the evaluation.

Submittals shall conform to the outline below and Attachment B – Proposal Checklist/Table of Contents

A. Project Understanding and Approach (Limit 6 pages)

The Consultant shall demonstrate a clear understanding of the project's history, current status, and remaining work required to advance the project through CEQA, final design, permitting, right-of-way coordination, and construction design support.

At a minimum, the Consultant shall address:

- Understanding of the project's authorization history and extended environmental development.
- Identification of key project risks (technical, environmental, regulatory, schedule, funding, right of way, constructability, etc.) and proposed mitigation strategies.
- Critical structural and roadway design considerations specific to the sites.
- Approach to maintaining schedule discipline and advancing efficiently toward construction.
- Coordination strategy with Mendocino County and Caltrans District 1 Local Assistance.

This section shall reflect thoughtful, project-specific analysis. Generic statements of capability will not be scored favorably.

Illustrations and graphics may be included within the page limit where they meaningfully support the narrative.

B. Proposed Scope of Work (Limit 12 pages)

Provide a detailed draft Scope of Work structured in accordance with Section XI – Scope of Services.

The proposed Scope of Work shall:

- Clearly define deliverables for each phase.
- Should there be any tasks that are expected to be performed by MCDOT, these should also be clearly described as County tasks in the draft SOW. Project deliverables should be listed for each task and subtask as appropriate.

C. Project Development Team (Limit 5 pages, excluding resumés)

Provide:

- An organizational chart identifying key personnel and subconsultants.
- Defined roles and responsibilities for each key team member.
- A concise summary of relevant experience directly applicable to this project.
- Identification of the Project Manager and confirmation of their availability and anticipated level of involvement.

Key members, especially the Project Manager, shall have significantly demonstrated experience with this type of project.

Substitution of key personnel will not be permitted without prior written approval of MCDOT.

Resumés for key personnel (maximum two pages each) shall be included as an appendix and shall not count toward the page limit.

D. Project Schedule (Limit 2 pages)

A Project Timeline should be included indicating 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.

The schedule shall reflect realistic review durations, regulatory coordination timeframes, and County/Caltrans review cycles.

E. References

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.

F. Conflict of Interest Statement

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.

G. RESERVED

H. Financial Management System

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

Additional Information:

- Additional documents or other material, 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.

XIII. FORMAT OF COST PROPOSAL

The method of payment for this contract shall be **Actual Cost-Plus Fixed Fee** in accordance with applicable federal and state requirements governing professional architectural and engineering services.

To ensure compliance with the Brooks Act (40 U.S.C. §§ 1101–1104) and California Government Code §4526, only the highest-ranked consultant, as determined through the qualifications-based selection process, will be invited to submit a detailed Cost Proposal. The Cost Proposal shall conform to the Cost Proposal Template posted on

the County website alongside this RFP and shall be subject to negotiation and determination of fair and reasonable compensation.

The selected consultant shall itemize all proposed costs, including:

- Direct labor classifications and rates;
- Overhead rate (supported by current audited documentation);
- Fixed fee; and
- Direct expenses chargeable to the County.

The Cost Proposal shall clearly identify and separate anticipated costs.

This breakout shall be consistent with the Scope of Services and shall support the County's federal programming and reporting requirements.

Award and execution of the contract are contingent upon the availability and authorization of sufficient federal and local funding. The County reserves the right to delay execution of the contract pending funding authorization without penalty.

Following successful fee negotiations, the selected consultant shall agree to maintain the negotiated direct labor rates, overhead rate, and fixed fee for a minimum period of ninety (90) days pending funding authorization.

In the event funding authorization is delayed beyond this period, any proposed rate adjustments shall be limited to:

- Documented, standard annual labor rate adjustments not to exceed the most recent California Transportation Commission (CTC)-approved annual escalation rate applicable to professional services; and
- Changes in audited overhead rates.

Any such adjustments shall be subject to County review and written approval and shall not automatically result in modification of the negotiated contract amount.

Compensation shall remain subject to all applicable federal cost principles, including 48 CFR Part 31 and 2 CFR Part 200. A contract will not be awarded to a consultant without an adequate financial management and accounting system meeting these requirements.

XIV. CONTRACT

- A. Following completion of the qualifications-based selection process and successful fee negotiations, the County intends to enter into contract with the highest-ranked Consultant, subject to availability and authorization of sufficient federal and local funding.

Issuance of a Notice of Intent to Award does not constitute execution of a contract. Contract execution shall occur only after funding authorization has been secured and the final negotiated agreement has been approved by the County.

The County reserves the right to withdraw the Notice of Intent to Award and proceed to the next ranked Consultant if the selected Consultant fails to execute the agreement within a reasonable time following presentation of the final contract for signature.

B. Execution of Contract

1. Upon completion of negotiations and confirmation of funding authorization, the County will prepare and transmit the final contract for signature. The Consultant shall execute and return the contract within two (2) weeks of receipt unless otherwise agreed in writing.
2. In the event the Consultant fails, neglects, or refuses to execute the contract within the required time period, the County may, at its option, terminate negotiations and proceed in accordance with applicable procurement procedures.
3. Incorporated by reference into the contract shall be:
 - All information presented in or with this RFP;
 - The Consultant's response and negotiated Scope of Work; and
 - All written communications between the County and the selected Consultant relating to the negotiated agreement.

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 (as specified in Attachment H – Sample Mendocino County Contract, paragraph 19).
- 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 – Proposal Evaluation Form
- Attachment G – Certificate of indirect Costs and financial management System
- Attachment H – Sample Mendocino County Contract

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

County of Mendocino Department of Transportation
Storm Drainage Vulnerability Analysis



RFP No. 260003

RFP No.	260003
RFP Issue Date:	April 10, 2026
RFP Submission Deadline:	May 15, 2026

Proposals must be enclosed in a sealed envelope or package, clearly marked "Mendocino County RFP No. 260003", and delivered by 3:30 p.m. May 15, 2026 to:

Mendocino County Department of Transportation,
Attn: Jannaliese Blundell
340 Lake Mendocino Drive
Ukiah, CA 95482.

Questions regarding this RFP should be directed to:

Procedural and Technical inquires:

Alicia Winokur
winokura@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 90 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 H- 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:	
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**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)	
Certification of Indirect Costs and Financial Management System (Attachment G)	

**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)

_____, 2026
Date

**ATTACHMENT F
 COUNTY OF MENDOCINO SAMPLE PROPOSAL EVALUATION FORM
 RFP No. 260003
 STORM DRAINAGE VULNERABILITY ANALYSIS**

Vendor Name: _____

Evaluated By: _____

		Rating Scale
1	Poor	Proposal fails to adequately address RFP requirements. Significant deficiencies in understanding, approach, or team qualifications. High probability of unsuccessful performance.
2	Marginal	Proposal partially meets RFP requirements but contains notable weaknesses, unclear elements, or insufficient detail. Risk factors are not adequately addressed. Raises concerns regarding ability to successfully deliver without significant oversight or clarification.
3	Acceptable	Proposal meets RFP requirements and demonstrates general understanding of the project. Approach is adequate and appears capable of achieving objectives. May rely on some generic language but contains sufficient substance to demonstrate capability.
4	Strong	Proposal demonstrates clear and thoughtful understanding of project requirements. Addresses major risks and technical considerations. Team is well qualified and approach is sound. Minor weaknesses may exist but do not raise concern regarding successful delivery.
5	Exceptional	Proposal demonstrates a superior and project-specific understanding. Identifies key risks and constraints with clear mitigation strategies. Approach is innovative where appropriate and clearly exceeds RFP expectations. Team qualifications are directly aligned with project needs. Provides strong confidence of successful delivery with minimal oversight required.

No.	Evaluation Criteria	Rating (0-5)	Weight	Score*
Completeness of Response (Pass/Fail – Not Scored)				
1	Project Understanding and Approach		35%	
2	Project Development Team		30%	
3	Proposed Scope of Work		15%	
4	Project Schedule		10%	
5	Relevant Experience		5%	
6	References		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 = Exceptional 4 = Strong 3 = Acceptable 2 = Marginal 1 = Poor

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

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.

1. Project Understanding and Approach (35%)

The Consultant shall demonstrate a thorough and project-specific understanding of the Storm Drainage Vulnerability Project, including its authorization history, environmental development, and current status.

Evaluation will consider:

- Identification of key project risks (technical, environmental, regulatory, right of way, funding, constructability, and schedule-related) and proposed mitigation strategies.
- Understanding of final design coordination requirements.
- Awareness of procedures and state delivery requirements.
- Overall clarity, depth, and project-specific analysis.

Generic statements of capability will not be scored favorably.

2. Project Development Team (30%)

Evaluation will focus on the strength, experience, and organization of the proposed team.

Considerations include:

- Qualifications and demonstrated experience of the Project Manager in delivering projects with similar kinds of work.
- Relevant experience of key discipline leads (structural, roadway, environmental coordination, right of way support).
- Demonstrated experience working together as a team on similar projects.
- Clarity of roles and responsibilities.
- Availability and level of commitment of key personnel.

Emphasis will be placed on the experience of individuals proposed for this project rather than general firm qualifications.

3. Proposed Scope of Work (15%)

Evaluation will consider the clarity, completeness, and efficiency of the proposed Scope of Work.

Considerations include:

- Logical task organization aligned with Section XI – Scope of Services.
- Clear identification of deliverables for each phase.
- Efficient advancement through tasks as outlined in Section XI.
- Avoidance of duplication of previously completed environmental analysis unless specifically required.

The proposed scope should reflect a disciplined and efficient path to construction.

4. Project Schedule (10%)

Evaluation will consider the realism and sequencing of the proposed project schedule.

Considerations include:

- Clear identification of major milestones (field reviews, data collection, public outreach, draft plan, and final plan).
- Logical sequencing of permitting, right of way coordination, and regulatory reviews.
- Realistic durations for agency reviews and approvals.
- Demonstrated understanding of time-sensitive federal funding considerations.

Schedules that appear overly compressed or lacking regulatory awareness may be scored lower.

5. Relevant Experience (5%)

Evaluation will consider demonstrated experience delivering projects with similar kinds of work.

Emphasis will be placed on:

- Successful advancement through development of draft and final plan.
- Experience coordinating with Caltrans District Local Assistance.

- Experience maintaining compliance with state requirements.

General corporate experience not directly related to delivery of projects with similar kinds of work will be weighted less heavily.

6. References (5%)

References will be evaluated to confirm the Consultant's performance on similar projects.

Considerations include:

- Quality of work.
- Adherence to schedule and budget.
- Responsiveness and coordination with public agencies.
- Overall client satisfaction.

References will serve primarily as verification of qualifications presented in the proposal.

**ATTACHMENT G
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 Investigation.