



REQUEST FOR PROPOSAL

MUNICIPAL STORMWATER PROGRAM IMPLEMENTATION SUPPORT SERVICES

DS RPF 26-04

RELEASE DATE: June 18, 2026

**PROPOSALS DUE ON
July 10, 2026
ON OR BEFORE 4:00 P.M. (PST)**

**ISSUED BY:
DEVELOPMENT SERVICES
WATERSHED PROGRAM
1 CIVIC CENTER DRIVE
SAN MARCOS, CA 92069**

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RFP EXHIBITS LIST:

- ☒ Exhibit A - Scope of Work
- ☐ Exhibit B - NOT USED
- ☒ Exhibit C – Cost Proposal Worksheet
- ☒ Exhibit D – RFP Proposer Responsibility and Compliance Forms
- ☐ Exhibit E - Prevailing Wage Requirements (if applicable)
- ☒ Exhibit F - Standard Agreement

REQUEST FOR PROPOSALS FOR MUNICIPAL STORMWATER PROGRAM IMPLEMENTATION SUPPORT SERVICES

I. INTRODUCTION

Thank you for your interest in contracting opportunities with the City of San Marcos (“City”). The City is located in the north central part of the County of San Diego (the “County”), approximately 24 miles north of the city of San Diego and 90 miles south of the city of Los Angeles. The City, which was incorporated in 1963 and established as a charter city in 1994, has a population of approximately 90,000. Further information regarding the City and its projects can be found at <https://www.sanmarcosca.gov/Home>.

The City is seeking proposals from qualified firms to provide professional services described below. This RFP describes the Project, the required scope of services/work, the proposer selection process and criteria, and the minimum information that must be included in the proposal. Failure to submit information in accordance with the RFP requirements and procedures may be cause for disqualification.

This document is available in alternative formats upon request for persons with disabilities.

For purposes of this RFP, where referenced as a “Contractor” shall also mean “Consultant”.

II. DESCRIPTION OF WORK/PROJECT

The City is seeking the services of qualified firm(s) to perform various municipal stormwater program implementation support services on behalf of the City's Watershed Program.

The Regional MS4 Permit expired on June 27, 2018, but remains in effect under an administrative extension until it is reissued by the San Diego Water Board. The timeline for permit reissuance is currently unknown; however, it is the Co-permittee's understanding that the process will likely continue through Fiscal Year (FY) 2028 and beyond. Due to this, the tasks identified in the SOW will be scoped for FY26-27 and FY27-28.

See Exhibit A for detailed Scope of Work.

III. LOCATION OF WORK

City of San Marcos - Citywide

IV. PROJECT FUNDING

The City intends to use funding from Local and/or Other Eligible sources for this Project as Identified.

V. PROJECT BUDGET

The estimated budget for the completion of the Project is two hundred fifty-five thousand dollars (\$255,000) and is subject to approval of the City's annual Budget.

VI. PAYMENT AND COMPENSATION

It is anticipated that compensation will be paid on a not-to-exceed basis, with lump sum amounts established for each Base Task and Optional Support Task, contingent upon final negotiation of compensation.

VII. PROJECT SCHEDULE AND PERIOD OF PERFORMANCE

Up to five (5) years. Upon successful execution of an Agreement between no less than one firm, depending on the responses to the RFP, the term of the Agreement will be for two (2) years, with three(3) one-year options to extend, which may be exercised at the City's sole discretion.

VIII. GENERAL INFORMATION, TERMS AND CONDITIONS

Compliance with Laws and Regulations – The successful Consultant will be required to comply with all existing state and federal labor laws including those applicable to equal opportunity employment provisions. Consultant, its agents, and employees shall comply with all laws, ordinances, rules and regulations of the federal and state governments, the County of San Diego, the City of San Marcos and all governing bodies having jurisdiction applying to work done under the Agreement.

Recovered Organic Waste. Where applicable, Contractor agrees that all Compost or Mulch provided through this Agreement shall comply with the municipal procurement requirements of SB 1383, including being generated from California Organic Waste Products, as defined by SB 1383 for each applicable material type.

Recycled-Content Paper. To the extent applicable, Contractor shall comply with the requirements set forth in SB 1383 and Public Contracts Code Section 22150 for the procurement of recycled paper products. To the extent that the fitness and quality are equal, Contractor shall purchase recycled products, as defined in Public Contracts Code Section 12200 instead of non-recycled products.

NOTICE: Compliance with California Air Resources Board (CARB) Regulations – CARB recently approved two new regulations that begin enforcement as of January 2024 which could affect Vendor's vehicle emission requirements. These regulations include an obligation for the City to hire only those in compliance with these new regulations. The regulations recently approved by CARB are as follows:

In Use Off-road Diesel Regulation, recently amended, has new requirements which begin January 1, 2024. Additional information can be found here: <https://ww2.arb.ca.gov/our-work/programs/use-road-diesel-fueled-fleets-regulation>

The Advanced Clean Fleets Regulations, which applies to fleets with 50 million in annual revenue or 50 or more vehicles with a Gross Vehicle Weight Rating (GVWR) greater than 8,500 lbs. has requirements which begin January 1, 2024. Additional information can be found here: <https://ww2.arb.ca.gov/our-work/programs/advanced-clean-fleets>

Bidders are required to comply with all CARB and Regulation requirements, including, without limitation, all applicable sections of the Regulation, as codified in Title 13 of the California Code of Regulations section 2449 et seq. throughout the term of the Project. If applicable, **Bidders must provide, with their Bid, copies of the Bidder's and listed subcontractors the most recent, valid Certificate of Reported compliance (CRC) issued by CARB.** Failure to provide valid CRC's as required herein may render the Bid/Proposal as non-responsive.

Questions? Please contact CARB directly at:

CONTACT: DOORS

Email: doors@arb.ca.gov

Phone: 877-593-6677 / 877-59DOORS

Debarment – In accordance with SMMC §2.30.190 Debarment of Contractors, Debarment prohibits the awarding of contracts to, and the execution of contracts with, a debarred Contractor.

Department of Industrial Relations (DIR) Registration – When the payment of Prevailing Wage exists, Consultant, and each subcontractor or subconsultant who will perform work, provide labor, or render service to the Consultant on or about this Project, must be registered with the California Department of Industrial Relations public works contractor registration program and must meet the minimum program qualifications necessary to be eligible to work on public works projects. City will not enter into any contract without proof of the Consultant and any designated subcontractor's or subconsultant's current registration to perform public work under Labor Code Section 1725.5. This requirement applies to consultants and subcontractors or subconsultants performing work on all public works projects in the City of San Marcos awarded on or after April 1, 2015, see also Prevailing Wage Exhibit. For registration and/or additional information, please visit the State of California Department of Industrial Relations website at www.dir.ca.gov.

Digital and Electronic Accessibility - Any and all electronic deliverables produced under any agreement resulting from this RFP must comply with applicable accessibility requirements, including Title II of the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, and applicable regulatory requirements which include, but are not limited to, 28 C.F.R. Chapter I, Subpart H, Part 35; Section 508 of the Rehabilitation Act; and the Web Content Accessibility Guidelines (WCAG) Version 2.1 Level AA or successor adopted standards.

Disadvantaged Business Enterprise (DBE) – The Agreement(s) resulting from this RFP **IS NOT** subject to 49 CFR, Part 26 entitled “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”. However, use of DBEs is encouraged.

Forms, Certifications, etc. – All documents for completion supplied by the City, which when filled out, executed, and accompanied by all supplements thereto, must be submitted as part of the Proposal. Proposal not presented on or with such forms so furnished, or submitted without all required supplements, or not completed with all required information, including information pertaining to work to be performed by other than Consultant's own forces, may be rejected by the City as non-responsive.

Indemnification and Hold Harmless – The successful Consultant must agree to indemnify, hold harmless and defend the City, its officers, agents and assigns from any and all liability or loss resulting from any suits, claims or actions brought against the City which result directly or indirectly from the wrongful or negligent actions of the Consultant in the performance of the Agreement and pursuant to the provisions of said Agreement.

Incurring Expenses - City is not responsible for costs associated with the preparation of the proposals; there is no express or implied obligation for City to reimburse Consultant for any expenses incurred in preparing or submitting a proposal.

Insurance - The successful Consultant, at the successful Consultant's sole cost and expense and for the full term of the Agreement, must obtain and maintain at least the minimum insurance requirements set forth in City of San Marcos' Standard Agreement.

Licenses, Certifications, Accreditations - The successful Consultant shall possess and be required to secure and/or maintain in force during the period covered by Agreement all permits, licenses, certifications, accreditations and approvals required by applicable law, necessary to provide services as described in this RFP. Any associated fees shall be the responsibility of the Consultant.

Business License - Consultant shall obtain a City of San Marcos Business License during the term of the Agreement.

Hiring Local (where applicable) - To the extent feasible and as permitted by law, consultants and contractors are requested to first consider the use of San Marcos businesses for any supplies, materials, services and equipment needed and the hiring of local residents in order to stimulate the San Marcos economy to the greatest extent possible.

Property of City - The City is not responsible for errors or omissions on the part of the respondent in preparation of a proposal. All data, documents and other products used or developed during this RFP process and project development remain the property of City. City reserves the right to retain all proposals submitted and may use any idea(s), not marked confidential and/or proprietary, in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Consultant of the conditions contained in this RFP and the appendices hereto, unless clearly and specifically noted in the proposal and confirmed in the contract between City and the selected Consultant.

Payment of Prevailing Wage - NOTICE IS HEREBY GIVEN that payment of prevailing wages and compliance with the California Labor Code Sections 1770 et seq **IS NOT** required for this project. If applicable, see Prevailing Wage Requirements Exhibit.

Potential Conflict of Interest - All professional and technical services provided, and the resulting deliverables produced by the Consultant shall be free of any conflict of interest or in any way compromises the work to be performed under this RFP or any agreement resulting from this RFP.

Any person or entity with whom the City has contracted to prepare or assist in the preparation of this RFP is ineligible to submit a proposal for the provision so specified in this RFP. If applicable, any person, firm or subsidiary thereof who has provided or is currently providing engineering services to a construction contractor(s) on any project listed in the scope of this RFP may not compete either as a prime consultant for, or participate as a subconsultant on the Agreement resulting from this RFP. In

addition, if an Agreement is awarded as a result of this RFP, Consultant will be foreclosed from bidding on the construction work of this Project.

Proprietary Information - In accordance with applicable Public Records Law and except as may be provided by other applicable State and Federal Law, all proposers should be aware that the RFPs and the responses thereto will be in the public domain. The proposers are required to specifically identify any information contained in their proposals which they believe to be exempt from disclosure, citing specifically the applicable exempting law. The City will consider a proposer's opinions regarding applicability of statutes but shall not be obligated to concur in such opinions, and shall have no liability to a Proposer for making public any information contained in a proposal.

Proposals Binding - All proposals submitted shall be binding on proposers for one hundred twenty (120) calendar days following opening of the proposals. All proposals received in response to this RFP will become the property of the City and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the property of the City.

Protest Procedures – Protests must follow the City’s protest procedures and are available upon written request by the eligible Protestor. Protests can either be filed within five (5) business days after the date the solicitation or addendum with revised content (if any) is released to the public or within five (5) business days after the results of the bid are posted whichever is applicable per the City’s protest procedures. Not following these timelines will result in the rejection of a protest. In addition, not following the protest content requirements described in the City’s Protest Procedures shall also result in the rejection of a protest. Protests by subcontractors will be rejected.

Public Records Act - Materials submitted by Consultant are subject to public inspection under the California Public Records Act (Government Code Section 6250 et seq.), unless subject to an exemption from disclosure.

Right to Withdraw - The City reserves the right to withdraw this RFP at any time without prior notice and to reject any and all proposals submitted without indicating any reasons.

Rejected Proposals – Proposals may, at the City’s option, be rejected if they contain any alterations, additions, conditions or alternatives, are incomplete, or contain erasures or irregularities of any kind. The City reserves the right to reject any and all proposals. The City expressly reserves the right to postpone the opening of submittals for its own convenience and to reject any and all submittals responding to this Request for Proposals.

Russia Sanctions (Executive Order N-6-22) - On March 4, 2022, Governor Gavin Newsom issued Executive Order [N-6-22](#) (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. Should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the

Contractor's bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination.

Subcontractor/sub consultant - The Proposer must identify and list all subcontractor/sub consultant(s), description of each portion of the Work as is defined by the Proposer in the "List of Subcontractors" section of the supplied forms. Partial submittal or failure to include all required information regarding subcontractors may preclude the full analysis and review of the Proposal and may be cause to reject the submission as non-responsive.

Consultant must comply with the Subletting and Subcontracting Fair Practices Act, California Public Contract Code Section 4100 et seq. ("Subcontracting Act"), including listing in the bid documents the name, address, and phone number of the place of business, DIR registration number and the California contractor license number, if applicable, of each subcontractor or subconsultant who will perform work, provide labor, or render service to Consultant on or about the construction of the work for this Project, or a subcontractor or subconsultant licensed by the State of California who, under subcontract to Consultant, specially fabricates and installs a portion of the work or improvement according to the bid and contract documents, in an amount in excess of one-half ($\frac{1}{2}$) of one percent (1%) of Consultant's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half ($\frac{1}{2}$) of one percent (1%) of Consultant's total bid or ten thousand dollars (\$10,000), whichever is greater. Consultant must also provide the portion of the work which will be done by each subcontractor or subconsultant.

City will not enter into any contract without proof that designated subcontractors or subconsultants are properly licensed and in good standing with the California Contractors State License Board pursuant to Public Contract Code Section 4104, if applicable.

Work by Proposer's Own Forces - It is the intention of the City to award a contract only to a Proposer who will perform with such Proposer's own forces (those who are in direct employment of the Proposer's organization) at least 50 percent (50%) of the work, exclusive of items designated in the Scope of Work by the City as specialty items, if any.

IX. PROPOSAL REQUIREMENTS AND SUBMITTAL

The proposal response must be concise, well organized, and demonstrate the firm's understanding of the Scope of Work (Exhibit A) and key personnel qualifications. The proposal shall include, at a minimum, the information listed below. Format your responses to this RFP in the following order to facilitate comparisons between respondents:

1. RFP Addenda. Proposers shall check the website for addendums prior to proposing and shall be required to electronically acknowledge receipt of all addenda at time of proposal submittal.
2. General. Proposer shall submit the following:
 - a. Transmittal Letter executed by a duly authorized official of the Proposer and provide evidence thereof as described in the Proposer Responsibility and Compliance Forms.

- b. Confidential Contents Identification. Proposer shall clearly mark and identify any sections and page numbers within the Proposal/SOQ, that the Proposer deems confidential, trade secret, or proprietary information protected from disclosure under the Public Records Act laws; General or blanket confidentiality statements (e.g., labeling the entire proposal as “confidential”) will not be accepted. Failure to specifically identify confidential content in this manner may result in the entire Proposal/SOQ being treated as public record and subject to disclosure.

If no portions of the Proposal/SOQ are marked as confidential, the City will assume that the document contains no confidential or proprietary information and may release it in response to a Public Records Act request.

3. Qualifications, Organization Chart and Resumes. Provide an organizational chart that shows how personnel will manage lines of communication between the team. Provide the project team names, proposed roles, background and experience with providing similar services as described in Exhibit A Scope of Work, office location, and availability of the personnel that would provide the services and specifically identify the primary person(s) who will be responsible for managing the relationship with the City.

Provide resumes for those identified as Key Personnel.

4. References and Relevant Experience. Proposer shall provide a minimum of three (3) successfully completed projects of similar size, scope, and complexity within the last five (5) years as the General (or Prime) Consultant, and shall include at minimum, the following information:
 - Date Completed
Client Name, Email and Phone
 - Work Description
 - Amount (\$) of Project
5. Scope of Work Statement (and Approach). Proposed Method to accomplish the Scope of Work and Innovation as described in Exhibit A. Provide a detailed Scope of Work statement which describes all services to be provided and illustrates the Consultant’s understanding of the project requirements, goals and constraints (if any). Describe an understanding of the process and steps needed to complete the Scope of Work. Describe any innovative or advanced techniques, (if any,) that may be utilized to accomplish the Scope of Work.
6. Quality Assurance/Control. Provide a summary of the Consultant’s or Consultant Team’s overall approach to quality assurance and control. Describe the methods and practices the Proposer will use to deliver a quality product to the City. Outline the internal protocol for ensuring clear communication between City, Proposer and all applicable Sub-consultants and timely completion of required submittals.

7. Project Schedule. Proposers shall develop and submit a proposed schedule for completion of the Scope of Work that accounts for all permit-driven deadlines and milestones identified in the Scope of Work. The proposed schedule shall identify anticipated work activities and deliverables by fiscal year (FY 2026-2027 and FY 2027-2028).
8. Cost Proposal. Any costs incurred by Proposer which are not specifically provided for herein shall be the expense of Proposer. Any omissions or ambiguities will be construed most favorable to the City.

Cost Proposal in a separate file submitted electronically in Planetbids. Present an estimate of the total cost as outlined in RFP Exhibit C, Cost Proposal Worksheet, that your firm proposes to provide. Other Direct Costs; expenses such as travel, postage, reproduction and related costs necessarily incurred are to be reflected as well. Such expenses will not be eligible for reimbursement unless otherwise determined and approved by the City in advance.

9. Proposer Responsibility and Compliance Forms and related Documents. Include all documents for completion supplied by the City, including but not limited to those documents which are included in the Proposer Responsibility and Compliance Forms Exhibit, which when filled out, executed, and accompanied by all supplements thereto, must be submitted as part of this RFQ/P. Including but not limited to; Questionnaire, Subcontractor List, Forms, Certifications, Financial Statements, etc.

Proposals shall be submitted as follows:

Electronic Submittal (on the date and time listed in the Procurement Schedule below): In an effort to promote waste reduction and resource conservation, only electronic proposals will be accepted via the City's on line vendor and bid management system, PlanetBids™. Only Consultants that are registered will be eligible to bid for this project. For further information and to register, visit the City's website at <https://www.sanmarcosca.gov/City-Government/Finance/Bids-RFPs>.

Proposals should be verified before submission. While every effort has been made to ensure the information presented in the RFP is accurate and thorough, the City assumes no liability for any unintentional error or omissions in this document. The City reserves the right to waive any requirement of this RFP when it determines that waiving a requirement is in the best interest of the City.

Proposals that omit any of the required minimum elements above will be deemed non-responsive and will be rejected due to incompleteness.

No amendments, additions, or alternates to Proposal shall be accepted after the submission deadline.

By submitting a proposal, the proposer agrees to the general terms and conditions set forth in this Request for Proposal. Other than through the request for clarification, Question and Answer process

(Section XII), Proposer will not seek to alter or revise the RFP and all its related documents, including but not limited to the attached Standard Agreement

X. PROPOSAL PRE-SUBMITTAL MEETING

CONSULTANT PRE-PROPOSAL MEETING - None

XI. PROCUREMENT SCHEDULE

City anticipates the following tentative schedule and process for selection and award of Agreement(s):

RFP Release	06/18/2026
Pre-Proposal Meeting (Non-Mandatory)	None
Last Day to Submit written request for clarification	See Bid Information Tab in Planetbids
Proposal Due Date	See Bid Information Tab in Planetbids
Proposal Review and Evaluation Process	within 30-60 days after proposal due date
Interviews (if applicable)	within 30-60 days after proposal due date
Selection and Notification of Intent to Award or Intent to Negotiate	within 30-60 days after proposal due date
Negotiations Complete (if applicable)	within 60-90 days after proposal due date
Approval of Agreement	within 90 days after proposal due date
Notice of Award / Notice to Proceed	within 90-120 days after proposal due date

XII. INTERPRETATION OF RFP AND AGREEMENT DOCUMENTS (CLARIFICATION)

No oral question or inquiry regarding this RFP shall be accepted . If the Consultant is in doubt as to the meaning or finds discrepancies and/or omissions from any part of the RFP and Agreement Documents, the Consultant must submit a written request for clarification on line through the City's Vendor and Bid Management system, PlanetBids™ . All questions regarding this project shall be submitted electronically in PlanetBids up to the Question and Answer (QnA) deadline. All project correspondence will be posted in PlanetBids. It is the responsibility of the Proposers to check the website regularly for information updates, clarifications, and addenda. At the Agency's sole discretion, Proposers inquiries may or may not be responded to by City and are provided for the *proposer's convenience only*, unless incorporated as a formal addenda per below.

All revisions of the RFP by the Agency will be made in writing and will be posted on PlanetBids in accordance with the procurement schedule. Proposers shall electronically acknowledge receipt of all addenda at time of submittal and all addenda so issued shall become part of the RFP and the effects of all Addenda shall be considered in the proposal.

XIII. INCORPORATION OF EXHIBITS

The Exhibits listed in the Table of Contents with the box marked are attached and incorporated herein by reference. Wherever the word "contractor" appears in the attachments, it should be read as the equivalent to the word "consultant." Wherever the words "bid" or "bidder" appear in the attachments, they should be read as the equivalent to the words "proposal" or "Proposer." Wherever the words "Agency" appear in the attachments they should be read as the equivalent to the word "City".

XIV. EVALUATION CRITERIA

City reserves the right to request additional information concerning any proposal for purposes of clarification, to accept or negotiate any modification to any timely received proposal following the deadline for receipt of proposals, and/or to waive any irregularities if to do so would serve in the best interest of City.

Proposals will be evaluated, scored, and weighted according to the following:

EVALUATION CRITERIA AND WEIGHT	WEIGHT
A. Written	
Completeness of Response Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent addenda will be considered incomplete, and will be rated a Fail in the Evaluation Criteria and will receive no further consideration.	Pass/Fail
Project Team Qualification, Organization and Experience Relevant experience, specific qualifications, and technical expertise of key staff (firm and subconsultants) in all aspects of the project. Roles and Organization of Proposed Team is clearly defined, is adequate and appropriate within their disciplines, is relevant to all aspects of this Project, is appropriately staffed and managed by an individual with extensive experience in similar projects and possesses working knowledge in the public sector and the nature of public sector decision-making process	20
Project Understanding and Scope of Work Thorough understanding of the work including federal/state process compliance and inter agency coordination. Demonstrates a thorough understanding of the project objectives, regulatory requirements, federal and state compliance obligations, interagency coordination needs, and known project challenges. Proposed Scope of Work is appropriate, addresses identified project needs, includes suitable deliverables, and appears achievable within the proposed schedule and budget.	10
Innovative Approach and Risk Management Creativity and innovative approach to improve project delivery and reduce cost. Techniques and approach to minimize risks to project cost, scope, and schedule.	5
Past Record of Performance Successful performance on similar projects in the past five years.	10
Local Presence Demonstrate the firm's ability to establish an office within the City or surrounding area OR has identified an existing location within the City or surrounding area.	5
Cost Value of Proposers work based on fair and reasonableness of cost and fee schedule.	10
Total Weight A	75
B. Interview (if applicable)	
Quality Presentation by Team	10

Team presentation conveyed project understanding, communication skills, innovative ideas, critical issues and solutions (as may be applicable).	
Question and Answer Response to Panel Questions Responses were clear and concise. Conveyed a thorough understanding of the question(s) posed.	15
Total Weight B	25

Rating Scale (Rate)		
0	Not Acceptable	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.
1-2	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.
3-4	Fair	Has a reasonable probability of success, however, some objectives may not be met.
5-6	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.
7-8	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.
9-10	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.

The score for each evaluation criterion shall be calculated by multiplying the evaluator's rating by the assigned weight (Rate x Weight = Score). The sum of all criterion scores shall constitute the Proposer's total evaluation score.

XV. CONSULTANT SELECTION

Selection of Consultant or Consultants will be based upon the evaluation of the proposals received and ranking of the most qualified consultant(s) as determined by the City. The City reserves the right to ask additional questions and/or obtain additional documentation of Proposers and/or conduct oral interviews if it is in the best interest to do so whereby Proposers will be notified in advance of the time, place and additional information, if any, of the oral interview. The City may enter into negotiations with the highest ranked qualified Proposer and/or accept a Best and Final Offer (BAFO) from the highest ranked qualified Proposer. Upon successful negotiations and/or acceptance of BAFO from highest ranked qualified Proposer, City will proceed with Award of Contract as described in this RFP. If it is in the best interest of the City to enter into multiple contracts, the City may enter into negotiations or accept BAFO's from top ranked qualified Proposers.

Consultants or their representatives are prohibited from attempting to influence the selection by contacting members of City's evaluation committee, elected officials, staff or other individuals and entities that may be involved in selecting the Consultant or awarding the Consultant Agreement. Any such attempt to influence selection outside of the prescribed process will be grounds for disqualification.

City, at its sole discretion, reserves the right to:

1. Choose to not enter into an agreement with any of the Proposers to this RFP.
2. Determine the extent, without limitation, to which the services of a successful Proposer are or are not actually utilized.
3. Defer selection of a Bidder/Proposer to a time of City's choosing.
4. Consider information about a respondent other than, and in addition to, that submitted by the Proposer.

If two or more proposals receive the same final score, the City reserves the right to determine the final ranking based on the highest score in the most heavily weighted evaluation criterion, request clarification or additional information from the tied proposers, conduct interviews, or apply another reasonable method to break the tie consistent with the evaluation criteria.

XVI. QUALIFICATION OF CONSULTANT

The Consultant must furnish the City with satisfactory evidence of the Consultant's competency to perform the proposed work. It is the intention of the City to award a contract only to a Consultant who:

- 1) furnishes satisfactory evidence that such Consultant has the requisite financial resources, license and classification status, experience, and completion ability;
- 2) is able to obtain satisfactory insurance as required in the Sample Standard Agreement;
- 3) is able to prosecute the work successfully and promptly, and
- 4) is able to complete the work within the time specified in the RFP and Agreement Documents or as may be needed (if applicable).

To determine the degree of responsibility to be credited to a Consultant, the City will weigh any evidence that the Consultant (or personnel guaranteed to be employed in responsible charge of the Work) has or has not performed satisfactorily on other Agreements of like nature and magnitude or comparable difficulty at similar rates of progress, including but not limited to responsibility based on performance and progress; time for performance and completion of past project; and competency based on financial resources and experience.

XVII. This Section Not Applicable

XVIII. CITY'S AUTHORIZED REPRESENTATIVES

On behalf of the City, and through the authority of the City of San Marcos, the City Manager or Department Director/Management Designee of the City of San Marcos will be the City's authorized

representative in the interpretation and enforcement of all work performed in connection with this Agreement.

XIX. Award of CONTRACT(s) AND AUTHORIZATION TO PROCEED

The award of the contract, if it be awarded, will be to the Consultant whose proposal complies with all the requirements prescribed and negotiations (if any) have been successfully completed. The successful Consultant will be notified in writing by City of Intent to Award and/or Notice of Award and shall provide all necessary documentation, including but not limited to Proof of Insurance, as necessary to execute an Agreement and issue Authorization to Proceed.

Consultant will begin work after an Agreement is executed and Task Order/Purchase Order and/or Notice to Proceed is issued and must maintain the level of effort required to complete the work in accordance with the approved scope of work. Consultant must also make every reasonable effort to maintain its proposed project team throughout the course of the work. Changes to project team staff will require written approval by the City.

XX. RFP/Q ISSUANCE

DocuSigned by:	
By:	<i>Isaac Etchamendy</i>
Name:	F10DD6DD118341D...
Title:	Director of Development Services / City Engineer
Date:	06/18/2026