

REQUEST FOR PROPOSAL  
RFP 26-131 AUDIT & PERFORMANCE REVIEW OF SOLID WASTE,  
RECYCLING, AND ORGANICS SERVICES  
RFP-26-131



CITY OF BANNING, CA  
<http://www.banningca.gov>

RELEASE DATE: June 22, 2026  
DEADLINE FOR QUESTIONS: July 6, 2026  
RESPONSE DEADLINE: July 22, 2026, 4:00 pm

RESPONSES MAY BE SUBMITTED ELECTRONICALLY TO:  
<https://secure.procurenow.com/portal/banning-ca>

City of Banning  
REQUEST FOR PROPOSAL  
RFP 26-131 Audit & Performance Review of Solid Waste, Recycling, And  
Organics Services

I. Notice .....  
II. Introduction .....  
III. Prerequisites .....  
IV. Scope of Work .....  
V. Vendor Questionnaire .....  
VI. Submission Instructions And Inquiries .....  
VII. Evaluation Criteria .....  
VIII. Resulting Contract .....  
IX. Terms And Conditions .....

- Attachments:  
A - AGREEMENT FOR PROFESSIONAL SERVICES - 4-27-26  
B - FA\_Audit\_Performance Reviews\_Article 12

## I. Notice

### REQUEST FOR PROPOSALS (RFP)

#### RFP 26-131 Audit & Performance Review of Solid Waste, Recycling, And Organics Services

Dear Proposers:

The City of Banning (hereinafter referred to as the “City”) is requesting proposals from a qualified public entity or private firm, to establish a contract for the scope of services outlined in this request for proposals.

NOTICE IS HEREBY GIVEN that online price and document submittals must be uploaded to the online bidding system in accordance with the instructions included herein, on or before the time and date set forth in the schedule of events. It shall be the responsibility of the proposer to upload their proposal before the announced time. However, responses may be submitted at any time prior to the deadline. (Submitted proposals may be withdrawn and resubmitted at any time prior to the deadline, and cannot be viewed by City staff until the close date and time.)

SOLICITATION DOCUMENTS: To obtain a copy of the solicitation documents, please visit <https://procurement.opengov.com/portal/banning-ca>. If you are not currently registered with the City of Banning through OpenGov, please create an account and subscribe to this project for notifications. Proposals may only be submitted by companies who are listed as a prospective bidder on the electronic bidding website for each project that they wish to submit a response to. Firms must also check the web site periodically for addenda information as failure to download and acknowledge any and all addenda in the submittal will result in proposer disqualification.

RESPONSIVE PROPOSALS: Once listed on the prospective bidders list, companies may submit their proposals on the electronic bidding system. The City will not accept proposals submitted by companies who are not on the prospective bidders list, or from companies who have submitted a proposal via facsimile, email, mail, or any other format not permitted by this solicitation. Further instructions for submitting proposals are explained in this solicitation. Companies are to adhere to all of the submittal instructions and requirements outlined in this solicitation in order to be considered responsive to this request for proposals.



## II. Introduction

### II.A Summary

The City of Banning ("City") is seeking a qualified entity or individual ("Company") to provide the services listed in the Scope of Work.

The City anticipates selecting one firm to perform the services.

Proposals are requested from Companies that have a demonstrated ability to perform the tasks identified in this Request for Proposal ("RFP").

### II.B Background

The City of Banning is strategically located astride Interstate 10 between the Inland Empire and the Coachella Valley in the San Gorgonio Pass. The City, incorporated in 1913, has a rich and colorful history.

Initially Banning served as a stagecoach and railroad stop between the Arizona territories and Los Angeles. This history has contributed to the present-day spirit of pioneer resourcefulness and "can do" attitude that is so prevalent in the community.

Banning is a friendly and wholesome place to work and raise a family. Desirable executive housing is available, as well as moderate and lower income housing. Clean air, ample water supplies and the memorable and inspiring scenic vistas of both Mt. San Gorgonio and Mt. San Jacinto, the 2 tallest peaks in Southern California, are additional amenities which make the City of Banning a logical choice as a development opportunity in the Southern California area.

### II.C Contact Information

**Ellen Clifford**

Purchasing Manager

99 E. Ramsey Street

Banning, CA 92220

Email: [eclifford@banningca.gov](mailto:eclifford@banningca.gov)

Phone: [\(951\) 922-3121](tel:(951)922-3121)

**Department:**

Purchasing Division

### II.D Timeline

This request for proposal will be governed by the following tentative schedule. All dates are subject to change at the discretion of the City.

<b>Release Project Date</b>	June 22, 2026
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Question Submission Deadline	July 6, 2026, 4:00pm
Proposal Submission Deadline	July 22, 2026, 4:00pm
Anticipated Vendor Selection Date	August 25, 2026



### III. Prerequisites

Proposals will only be considered from Companies that meet the following prerequisites:

#### III.A Years of experience

Have at least **five (5)** years' of experience, within the past **five (5)** years under a legally registered business name, in providing services of a similar type and scope as described in the Scope of Services. Have not filed for bankruptcy under any business name over the past five (5) years.

#### III.B OpenGov Registration

Have created an account on OpenGov. Companies can register at:

<https://procurement.opengov.com/portal/banning-ca>

Once registered, Companies must download this solicitation in order to appear on the Bidder's List as a "Prospective Bidder." Companies that fail to specifically download this solicitation will not appear on the Bidders' List and will be unable to participate or be considered for this RFP.

#### III.C Pre-Proposal Meeting

There is not a pre-proposal meeting required for this project.

#### III.D Licenses

If applicable, Company and/or its key personnel, shall hold an appropriate license for the Company's discipline and the Services on the date the Proposal is submitted.

The consultant or firm will demonstrate experience conducting municipal solid waste franchise agreement audits and performance reviews (or comparable) and they must possess a valid Certified Public Accountant (CPA), Certified Internal Auditor (CIA) or equivalent professional credential.

**California Secretary of State Registration Requirement:** All Proposers must be authorized to conduct business in the State of California and must be in good standing with the California Secretary of State prior to submitting a Proposal. Any business entity type that requires registration with the California Secretary of State shall provide evidence of active registration and good standing as part of the Proposal submission. Failure to provide this documentation may result in the City deeming the Proposal non-responsive.

If the Proposer's business entity type does not appear in the California Secretary of State's online records (including, but not limited to, Limited Liability Partnerships or General Partnerships), the Proposer shall provide alternative documentation demonstrating lawful authorization to conduct business in California.

Website: <https://bizfileonline.sos.ca.gov/search/business>



### III.E Department of Industrial Relations Registration

If applicable, Company shall have registered with the Department of Industrial Relations and any other required organizations.



## IV. Scope of Work

### IV.A OBJECTIVE

The City seeks to retain a qualified, independent consultant to conduct a comprehensive audit and performance review of the Consultant's solid waste, recycling, and organics collection services in accordance with Article 12 of the Franchise Agreement ("Agreement").

This effort will evaluate the Consultant's compliance with all objectively measurable requirements of the Agreement, including service delivery, operational performance, reporting accuracy, billing practices, and financial obligations and will assess overall alignment with City standards and regulatory requirements. Review will be conducted for the period beginning July 1, 2021 through approximately June 30, 2026.

### IV.B CONSULTANT INDEPENDENCE & COORDINATION

The Consultant shall maintain full independence and objectivity throughout the engagement and shall report findings directly to the City.

The Consultant shall:

- Participate in a project kick-off meeting with the City to confirm scope, schedule, deliverables, communication protocols and audit priorities.
- Submit a comprehensive Request for Information (RFI) identifying all required data and documents, including but not limited to the Franchise Agreement, approved rate schedules, billing records, customer subscription data, franchise fee reports, payment history, and supporting financial documentation.
- Coordinate with the City and Consultant to facilitate efficient data collection and scheduling.
- Conduct all activities in a manner that does not unduly interfere with Consultant operations.

The City reserves the right to provide direction, oversight, and coordination as necessary throughout the engagement.

### IV.C SCOPE OF SERVICES

#### A. Compliance Review & Agreement Mapping

The Consultant shall identify, catalog and evaluate all provisions of the Agreement that can be objectively assessed including requirements related to service delivery, reporting, performance standards, operational procedures, and financial obligations.

The Consultant shall:





- Develop a comprehensive compliance checklist covering all measurable provisions of the Agreement.
- Evaluate Consultant compliance against each applicable provision.
- Document findings, including compliance status, supporting evidence and identified deficiencies.

## **B. Billing, Rates, and Revenue Verification**

The Consultant shall evaluate the accuracy and consistency of customer billing and rate application.

Tasks shall include:

- Verification that rates charged align with approved rate schedules.
- Validation that billed services correspond to actual service levels and customer subscription data.
- Review of billing system controls and processes.
- Identification of discrepancies, overcharges, undercharges, or inconsistencies.

## **C. Franchise Fee and Financial Review**

The Consultant shall verify the accuracy of franchise fee calculations and payments.

Tasks shall include:

- Recalculation of franchise fees in accordance with the Agreement.
- Verification of gross receipts and revenue reporting.
- Review of supporting financial records and internal controls.
- Identification of discrepancies or underpayments.

## **D. Reporting and Data Verification (Article 17)**

The Consultant shall evaluate the completeness, accuracy, and timeliness of all reports required under the Agreement.

Tasks shall include verification of:

- Monthly and annual reports.
- Gross receipts reporting.
- Diversion and material recovery data.
- Contamination reporting.
- Regulatory reporting support, including CalRecycle-related data.

The Consultant shall assess data reliability, consistency across reporting systems and adequacy of documentation.



### **E. Diversion and Program Performance Review**

The Consultant shall evaluate diversion performance and the effectiveness of recycling and organics programs.

Tasks shall include:

- Verification of reported diversion rates.
- Evaluation of recycling, green waste, and organics program performance.
- Review of contamination levels and program effectiveness.
- Assessment of alignment with regulatory requirements and Agreement standards.

### **F. Operational and Service Performance Review**

The Consultant shall evaluate Consultant compliance with operational requirements and service obligations outlined in the Agreement.

Tasks shall include:

- Review of collection operations, routing, and service reliability.
- Evaluation of Consultant implementation of required operational procedures.
- Assessment of vehicle, equipment, and facility conditions.
- Observation of field operations, including route audits and service delivery.

### **G. Customer Service and Complaint Review**

The Consultant shall evaluate customer service performance and responsiveness.

Tasks shall include:

- Review of customer service policies and procedures.
- Analysis of complaint logs and resolution timelines.
- Evaluation of service interruption procedures.
- Assessment of responsiveness and overall customer service effectiveness.

### **H. Interviews and Field Observations**

The Consultant shall conduct interviews and field observations to support findings.

Interviews may include:

- Consultant management and administrative staff.
- Financial and billing personnel.
- Operations staff, including dispatch, supervisors, and maintenance personnel.

Field observations may include:

- Collection route ride-alongs.



- Facility inspections.
- Evaluation of cleanliness, safety, and operational practices.

#### **I. Data Access and Records Review**

The Consultant shall provide access to all records required under the Agreement, including those identified in Section 17.01, within thirty (30) working days of request.

The Consultant shall:

- Review all relevant records, systems, and supporting documentation.
- Validate completeness and accuracy of provided data.

#### **J. Follow-Up Review (Optional)**

At the City's direction, the Consultant may conduct a follow-up review to verify correction of identified deficiencies and confirm implementation of recommended actions.

### **IV.D DELIVERABLES**

The Consultant shall provide the following deliverables:

1. **Audit Work Plan** – outlining methodology, schedule, and data needs.
2. **Compliance Checklist** – documenting all evaluated Agreement provisions and compliance status.
3. **Draft Audit Report** – summarizing findings, supporting analysis, and identified deficiencies.
4. **Final Audit Report** – incorporating City comments and including:
  - Detailed findings and supporting documentation
  - Identification of non-compliance issues
  - Quantification of financial impacts, where applicable
  - Recommendations for corrective actions and process improvements
5. **Presentation of Findings** – presentation to City staff and/or City Council, if requested.

The delivery format will be commonly accessible format such as Excel, CSV, etc.

### **IV.E GENERAL REQUIREMENTS**

- All work shall be conducted in accordance with applicable professional standards.
- The Consultant shall maintain confidentiality of all proprietary and sensitive information.
- The Consultant shall ensure all findings are supported by adequate documentation and verifiable data.



- All activities shall be conducted so as not to unduly interfere with Consultant operations.

#### **IV.F OPTIONAL ADDITIONAL SERVICES**

At the City's discretion, additional services may include:

- Expanded program performance analysis
- Benchmarking against industry standards or comparable jurisdictions
- Assistance with implementation of corrective actions



## V. Vendor Questionnaire

Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Responses should emphasize the Company's demonstrated capability to perform work of this type. Emphasis should be concentrated on completeness and clarity of content. Proposals shall adhere to the following format for organization and content. Proposals must be typed and arranged/divided in the following sequence to facilitate evaluation.

### V.A Cover Letter\*

The cover letter shall include a brief general statement of intent to perform the services and confirm that all elements of the RFP have been reviewed and understood. The letter shall include a brief summary of Company's qualifications and Company's willingness to enter into a contract under the terms and conditions prescribed by this RFP and in the Sample Agreement. The letter must identify a single person for contact during the RFP review process.

\*Response required

### V.B Proposal\*

#### A. Statement of Understanding and Approach

- This section must demonstrate an understanding of the Services. It should describe the general approach, organization and staffing required for the Services requested. If necessary, preliminary investigations, due diligence, and research shall be discussed in this section.
- This section should include the following:
  - An implementation plan that describes in detail (i) the methods, including controls by which your firm or entity manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
  - Detailed description of efforts your firm or entity will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.
  - Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion, including a complete transition plan. Include your plan to deal with fluctuation in service needs and any associated price adjustments.



- Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.
- Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, cost-effective operations or increased performance capabilities. In addition, the City will consider proposals that offer alternative service delivery means and methods for the services desired.
- Proposers are also requested to identify any City owned facilities or property which Proposer would propose to use or lease, purchase, or rent from the City in connection with the services to be performed, including information about the terms of any proposed lease, purchase or use of such equipment and facilities, and how this proposed structure affects the overall cost proposal to the City, if applicable.

#### B. Company Information

- This section shall include contact person information, address and telephone number of the company main office and branch offices. Each Company shall identify itself as to the type of organizational entity (corporation, sole proprietorship, partnership, joint venture, etc.). Any supplemental information that Company believes may be pertinent to the selection process may be provided.
- The Proposal shall identify any litigation, mediation, or arbitration, regarding the performance of any services similar to the Services, in which the Company has been involved in the past five (5) years. If the Services require a license or certification, the Proposal shall include any claims or disciplinary action taken against Company or any of Company's key personnel within the past five years.

#### C. Company Personnel

- This section shall contain names, contact numbers and description of experience, including licenses and/or certifications, of all key personnel who would be assigned to perform the Services. Members of the Company's professional team (managers, contact person, etc.) should be identified by name, title, phone number, and description of the portion of work they will be assigned to perform under this Agreement. Also include major subcontractors (if any) and their degree of involvement in this program. If the Company is including any subcontractors, the Company shall identify how long the Company has worked with the subcontractor.
- An affirmative statement should be included that the proposer and all assigned key professional staff are properly licensed to practice in California.

#### D. Disclosure

- Please disclose any and all past or current business and personal relationships with any current Banning elected official, appointed official, City employee, or family



member of any current Banning elected official, appointed official, or City employee. Any past or current business relationship may not disqualify the firm from consideration.

E. Experience and References

- The Proposal must demonstrate that the Company, or its key personnel, meets the minimum experience requirement in #Prerequisites with a legally registered business name, that provides services of a similar type and scope as described in the Scope of Services. A Company shall not have filed for bankruptcy under any business name over the past five (5) years.
- Company shall provide at least 3 references, within the past 5 years, of clients for whom services have been performed that are comparable in quality and scope to that specified in this RFP. The references shall include client names, addresses, telephone numbers and e-mail addresses of the clients for whom prior work was performed and include an explanation of the services provided along with project start and end dates.

\*Response required

**V.C Price Proposal\***

All proposals submitted shall have a stated dollar bid amount for providing the services outlined in the Scope of Services. The total shall be an all-inclusive maximum price and to contain all direct and indirect costs including all out-of-pocket expenses with a full and complete breakdown of all said costs, and proposed fees including but not limited to hourly rates, reimbursable expenses and/or rates, mileage and/or travel cost, miscellaneous fees, etc., for the first year's audit engagement.

In addition, a statement must be included in this section that if the proposer is charging travel costs, the proposer's charges invoiced to the City for travel, lodging and subsistence shall not exceed the current IRS rates.

\*Response required

**V.D Value Added Services**

Please describe any value-added services your company offers that may be of use to the City

**V.E Evidence of Insurance\***

In addition, the Company shall provide evidence of possession of insurance in the coverage and amounts listed in the Sample Agreement.

City requires that licensees, lessees, and vendors have an approved Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful Proposer must furnish the City with the Certificates of Insurance proving coverage as specified in contract sample.



\*Response required

#### **V.F Vendor Forms**

Please download the below documents, complete, and upload.

- [New Vendor Packet.pdf](#)

#### **V.G Type of Business\***

- ☐ C Corporation
- ☐ S Corporation
- ☐ Limited Liability C Corporation
- ☐ Partnership
- ☐ Limited Liability Partnership
- ☐ Sole Proprietor/Individual
- ☐ Other

\*Response required

#### **V.H Type your Legal Company Name Here\***

State your Company's Name Here. This will be verified against the California Secretary of State's Website.

\*Response required

#### **V.I EX PARTE COMMUNICATIONS CERTIFICATION\***

I certify that Bidder and Bidder's representatives have not had any communication with a City Councilmember concerning this RFP at any time after the date and time that this RFP was publicly advertised.

- ☐ Yes
- ☐ No

\*Response required

#### **V.J EX PARTE COMMUNICATIONS CERTIFICATION CONTINUED\***

If stated "Yes" above, please explain the circumstances in the following space, or state "None."

\*Response required

#### **V.K DEBARRED, SUSPENDED, DISQUALIFIED QUESTIONNAIRE\***

Has the Company, any officer of the Company, or any employee of the Company who has proprietary interest in the Company, ever been debarred, suspended, disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

- ☐ Yes
- ☐ No





\*Response required

**V.L DEBARRED SUSPENDED DISQUALIFIED QUESTIONNAIRE CONTINUED\***

If stated "Yes" above, please explain the circumstances in the following space, or state "None."

\*Response required

**V.M DISCLOSURE OF GOVERNMENT POSITIONS\***

Each Bidder shall disclose below whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

\*Response required

**V.N CERTIFICATION COMPLIANCE\***

Please download the below documents, complete, and upload.

- [Certification-Compliance wi...](#)

\*Response required

**V.O CA Debarment List\***

Are you on the CA Debarment List: <https://www.dir.ca.gov/dlse/debar.html>

☐ Yes

☐ No

\*Response required



## VI. Submission Instructions And Inquiries

### VI.A Inquiries

If prior to the date fixed for submission of Proposals, a prospective Company discovers any ambiguity, conflict, discrepancy, omission or other errors in this RFP or any of its appendices, exhibits or attachments, the Company shall immediately notify the City of such error in writing and request modification or clarification of the document. Modifications shall be made by written Addenda to the RFP.

If a Company fails to notify the City, prior to the date fixed for submissions of Proposals, of an error in the RFP known to the Company, or an error that reasonably should have been known to the Company, the Company shall submit its Proposal at its own risk, and if the Company is awarded a Contract, it shall not be entitled to additional compensation or time by reason of the error or its later correction.

All communications regarding technical, scope, and/or project related questions and requests for clarifications, changes, exceptions, and deviations to the terms and conditions set forth in this RFP **shall be submitted via "Q&A"** through the City's Electronic Bidding System, OpenGov, before the deadline and according to these specifications herein. Any and all other bidding communications shall only be with **Ellen Clifford, Purchasing Manager**, at (951) 922-3121, [eclifford@banningca.gov](mailto:eclifford@banningca.gov).

**The Final day for receipt of questions from the Proposer shall be on or before the due date indicated in the schedule of events section.** To ensure fairness and avoid misunderstandings, **all communications must be in written format** and submitted only in the format set forth above. Any verbal communications will not be considered or responded to. All questions received by the due date will be logged and reviewed and if required, a response will be provided via an addendum to the RFP that will be posted on the City's website. **Any communications, whether written or verbal, with any City Councilmember, City staff, or RFP evaluation panel member other than the individual indicated above, prior to award of a contract by City Council, is strictly prohibited and the Proposer shall be disqualified from consideration.**

### VI.B Completion Of Proposal

Proposals shall be completed in all respects as required by this RFP. A proposal may be rejected if conditional or incomplete, or if it contains any alterations or other irregularities of any kind, and will be rejected if any such defect or irregularity can materially affect the quality of the proposal. Proposals which contain false or misleading statements may be rejected. If, in the opinion of the City's Selection Committee, such information was intended to mislead the City in its evaluation of the proposal, and the attribute, condition, or capability is a requirement of this RFP, the proposal will be rejected. Statements made by a Company shall also be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.



Unauthorized conditions, exemptions, limitations, qualifications, or provisions attached to a Proposal will render it non-responsive and will cause its rejection.

The Company, in responding to this RFP, must submit Proposals in the format identified in this RFP. The Proposal must address all requirements of the RFP even if a “no response” is appropriate.

Costs for developing Proposals are entirely the responsibility of the Company and shall not be chargeable to the City. The City shall not be liable for any costs incurred in response to this RFP, including but not limited to, costs for any interviews, presentations, or other follow-up information necessary as part of the selection process. All costs shall be borne by the Company responding to this RFP. The Company responding to this RFP shall hold the City harmless from any liability, claim, and expense whatsoever incurred by or on behalf of the Company.

### **VI.C Delivery / Submission Of Proposals**

The Final day for submission of proposals shall be on or before the due date indicated in the schedule of events section.

Companies shall register on the City’s Electronic Bidding System, <https://www.banningca.gov/bids>. Once registered, Companies must download the RFP while logged in under their own name and identification number to appear on the Current Prospective Bidders List as a “Prospective Bidder.” Companies that fail to download the RFP will not appear on the Current Prospective Bidders List and their proposals will be considered non-responsive. If a Company is unable to register or download the RFP from the bidding website, a representative may contact ProcureNow.

All proposal documents and supplementary documents must be uploaded using the City’s bidding website prior to event date and time as instructed in this solicitation. Once file(s) have been uploaded and the Submission Status shows as “Submitted” the submission is complete. At that point respondents will receive an email confirmation from the bidding website.

The City reserves the right to reject any and all proposals and to waive information and minor irregularities in any proposal received.

Acceptance of Terms and Conditions - Submission of a proposal pursuant to this RFP shall constitute acknowledgment and acceptance of all terms and conditions hereinafter set forth in this RFP.

The time and date are fixed, and extensions will not be granted unless specifically stated by the City in an addendum to this RFP. Proposals not received before the bid event time will not be accepted.

### **VI.D Alternative Proposals**

Only one proposal is to be submitted by each Company for this RFP. Multiple simultaneous proposals will result in rejection of all Proposals submitted by Company. A Company may, prior



to the proposal due date and time, withdraw a proposal and submit a new proposal, so long as the new proposal is submitted before the proposal due date and time.

#### **VI.E Examination Of RFP And Sites Of Work**

The Company shall carefully examine the RFP and all sites, if applicable, of the work contemplated. The submission of a Proposal shall be conclusive evidence that the Company has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished, the difficulties to be encountered, and to the requirements of the Proposal, RFP, and other Contract Documents.

By submitting a Proposal, the Company hereby certifies that it has: examined the local conditions, read each and every clause of this RFP, included all costs necessary to complete the specified work in its proposed prices, and agrees that if it is awarded the Contract it will make no claim against the City based upon ignorance of local conditions or misunderstanding of any provision of the Contract. Should the conditions turn out otherwise than anticipated by it, the Company agrees to assume all risks incident thereto.

#### **VI.F Addenda**

Unless otherwise specified, any addenda issued during the time of bidding must be acknowledged electronically via the City's Bidding Website, which will be made part of the proposal. Addenda notifications will be provided to those listed on the Electronic Prospective Bidder's List via email.

#### **VI.G Withdraw Of Proposals**

All proposals shall be firm offers and may not be withdrawn for a period of one hundred twenty (120) days following the deadline date for submission of proposals noted herein. Submitted Proposals may be withdrawn at any time prior to the submission deadline.



## VII. Evaluation Criteria

The City reserves the right to amend, withdraw, and cancel this RFP. The City also reserves the right to reject all responses to this RFP at any time prior to agreement execution. Furthermore, the City reserves the right to request additional information about any and all Proposals, that in City's opinion, is necessary to assure that the Company's competence, number of qualified employees, business organization, experience, and financial resources are adequate to perform the Services.

All Proposals shall be reviewed to verify that the Company has met the minimum requirements as stated in this RFP. Proposals that have not followed the rules, do not meet minimum content and quality standards, and/or do not provide references will be rejected as non-responsive.

Responsive proposals will be evaluated on the basis of the criteria below. **If needed, interviews will be scheduled during or after the week indicated in the "Schedule of Events" section.** If needed, interviews will be conducted by the same members on the proposal evaluation panel. Dates, times, and a location will be coordinated at that time if interviews are deemed necessary after the evaluation of responsive proposals. If interviews are deemed necessary, candidates who have submitted the highest scoring proposals within a competitive range as determined by the City will be invited to participate in the interview process.

The selected Company shall then enter into exclusive negotiations with the City to formalize the Scope of Service and Compensation. Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If the City is unable to obtain a fair and reasonable price or cannot reach agreement regarding the terms for the Scope of Services, then the City will end negotiations with that Company and begin negotiations with the next Company which best meets the needs of the City, and so on until a City and the Company reach agreement.

The City intends to select the Company that offers the best value to the City based on the criteria outlined above.

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<b>Qualifications</b>	Points Based	25 (25% of Total)
2.	<b>Pricing</b>	Points Based	10 (10% of Total)
3.	<b>Experience (Projects of similar size and scope)</b>	Points Based	20 (20% of Total)
4.	<b>Professional References</b>	Points Based	10 (10% of Total)



5.	<b>Approach and Methodology</b>	Points Based	30 <i>(30% of Total)</i>
6.	<b>Value Added Services</b>	Points Based	5 <i>(5% of Total)</i>



## VIII. Resulting Contract

### VIII.A CONTRACT TERM

The initial term of the Agreement shall last **one (1) year from the date of execution with the option to extend for four (4) additional one-year terms not to exceed five (5) years** based upon acceptable performance by the Company, acceptable fees and subject to the same terms and conditions of the Agreement.

Pricing is to remain firm for the initial contract term. Should the option to renew for additional years be exercised, City and Company may negotiate any and all price modifications.

### VIII.B CONTRACT DOCUMENTS

In submitting a Proposal, the Company agrees to enter into an Agreement with the City ***without exceptions to the City's standard agreement***. The City's standard agreement is **non-negotiable**, and a copy of the standard agreement is attached herein. **Any change to the standard agreement will deem the Proposal non-responsive**. In the event of a conflict exists between documents the following order of precedence shall apply:

- Agreement
- City of Banning's Request For Proposals
- Company's Response to the Request For Proposals

### VIII.C EXECUTION OF AGREEMENT

After contract award, the following shall be signed and returned to the City within fourteen (14) calendar days from the date the City mails, or by other means delivers said documents to the Company:

- The Agreement in the form included herein, properly executed by the Company.
- Certificates of Insurance and Additional Insured Endorsement evidencing coverage as specified in the sample agreement.
- Confirmation of current business tax certificate.
- Bonds, if required.

In any event that day fourteen (14) of calendar days falls on Saturday, Sunday, a legal holiday for the State of California, or on days when the City is closed, the Contract Documents shall be delivered by the following working day.

No Agreement shall be binding upon the City until all documents are fully executed by the Company and the City.



#### **VIII.D FAILURE TO EXECUTE THE AGREEMENT**

Failure to execute the Agreement and furnish the required insurance and business tax certificate, within the required time period shall be just cause for the rescission of the award. If bonds are also required, failure to furnish sufficient bonds shall cause rescission of the award. If the successful Company refuses or fails to execute the Agreement, the City may award the Agreement to the next qualified Company.





## IX. Terms And Conditions

### IX.A Contract Terms And Conditions

The successful company will be required to execute the City's standard agreement ("Agreement"). A sample is attached herein. The successful company must meet all insurance requirements in the Agreement. All terms and conditions of the Agreement are non-negotiable. Companies must possess valid City of Banning Business License throughout the term on the contract. Failure to execute the Agreement and furnish the required insurance within the required time period shall be just cause for the rescission of the award. If any of the successful Companies refuse or fail to execute the Agreement, the City may award the Agreement to the next most qualified Company.

### IX.B Public Records

All Proposals submitted in response to this RFP become the property of the City and pursuant to the Public Records Act (Gov. Code, § 6250 et seq.) are public records, and as such may be subject to public review at least 10 days before selection.

The Company must notify the City in advance of any proprietary or confidential materials contained in the Proposal and provide justification for not making such material public. The City shall have sole discretion to disclose or not disclose such material subject to any protective order that the Company may obtain. Note that under California law, price proposal to a public agency is not a trade secret.

Submission of a proposal shall indicate that, if Proposer requests that the City withhold from disclosure information identified as confidential, and the City complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorney's fees that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against the City or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Proposer information. If Proposer does not request that the City withhold from disclosure information identified as confidential, the City shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the City.

The City reserves the right to make use of any information or idea contained in the Proposal. All materials, ideas and formats submitted in response to this RFP will become the property of the City upon receipt.



### **IX.C Conflict Of Interest**

The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code sections 1090 et seq., or sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

### **IX.D Rejection Of Proposals**

The City may reject any/or all Proposals and may waive any immaterial deviation in a Proposal. The City's waiver of an immaterial defect shall in no way modify this RFP or excuse the Company from full compliance with this RFP and/or the Contract Documents if awarded the Contract. Proposals that include terms and conditions other than City's terms and conditions may be rejected as being non-responsive. The City may make investigations as deemed necessary to determine the ability of the Company to perform the work, and the Company shall furnish to the City all such information and data for this purpose as requested by the City. The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Company fails to satisfy the City that such Company is properly qualified to carry out the obligations of the Agreement and to complete the work described herein.

### **IX.E Protest Procedures**

Failure to comply with the rules set forth herein may result in rejection of the protest. Protests based upon restrictive specifications or alleged improprieties in the proposal procedure which are apparent or reasonably should have been discovered prior to receipt of proposals shall be filed in writing with the RFP Facilitator at least 10 calendar days prior to the deadline for receipt of proposals. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests based upon alleged improprieties that are not apparent or which could not reasonably have been discovered prior to submission date of the proposals, such as disputes over the staff recommendation for contract award, shall be submitted in writing to the RFP Facilitator, within forty-eight hours from receipt of the notice from the City advising of staff's recommendation for award of contract. The protest must clearly specify in writing the grounds and evidence on which the protest is based. The RFP Facilitator will respond to the protest in writing at least three days prior to the meeting at which staff's recommendation to the City Council will be considered. Should Proposer decide to appeal the response of the RFP Facilitator, and pursue its protest at the Council meeting, it will notify the RFP Facilitator of its intention at least two days prior to the scheduled meeting.



## IX.F Cancellation

The City retains the right to cancel this RFP at any time, should it be deemed to be in the best interest of the City. No obligation either expressed or implied exists on the part of the City to make an award based on the submission of any proposals.



**IN WITNESS WHEREOF** the Parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF BANNING

CONSULTANT

Douglas Schulze,  
City Manager

Date \_\_\_\_\_

NAME: \_\_\_\_\_ Date \_\_\_\_\_

TITLE: \_\_\_\_\_

NAME: \_\_\_\_\_ Date \_\_\_\_\_  
TITLE: \_\_\_\_\_

ATTEST:

Caroline Patton  
Deputy City Clerk

Date \_\_\_\_\_

Tax ID No.

Address:

APPROVED AS TO FORM:  
Richards, Watson & Gershon

City Council Approval: \_\_\_\_\_

Kevin G. Ennis, Esq., City Attorney	Date
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NOTE: PROOF OF AUTHORITY TO BIND CONTRACTING PARTY REQUIRED. APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

