

# CITY OF STOCKTON



**REQUEST FOR PROPOSALS (RFP)  
GENERAL AUCTION SERVICES -  
SURPLUS VEHICLES AND EQUIPMENT  
FOR THE CITY OF STOCKTON, CALIFORNIA  
(PUR 19-047)**

**PROPOSALS WILL BE RECEIVED UNTIL THE HOUR OF  
2:00 O'CLOCK P.M., THURSDAY, JANUARY 9, 2020,  
IN THE OFFICE OF THE CITY CLERK,  
FIRST FLOOR, CITY HALL, 425 NORTH EL DORADO STREET,  
STOCKTON, CALIFORNIA 95202-1997**

REQUEST FOR PROPOSALS (RFP)  
GENERAL AUCTION SERVICES – SURPLUS VEHICLES AND EQUIPMENT  
PROJECT 19-047

**TABLE OF CONTENTS**

<b>NOTICE INVITING PROPOSALS .....</b>	<b>1</b>
<b>PROPONENT'S CHECKLIST .....</b>	<b>2</b>
<b>1.0 GENERAL INFORMATION.....</b>	<b>3</b>
<b>1.1 REQUEST FOR PROPOSAL (RFP) PROCESS.....</b>	<b>3</b>
<b>1.2 INVITATION TO SUBMIT A PROPOSAL.....</b>	<b>3</b>
<b>1.3 LOCAL BUSINESS PREFERENCE .....</b>	<b>3</b>
<b>1.4 LOCAL EMPLOYMENT—PUBLIC WORKS CONTRACTORS.....</b>	<b>4</b>
<b>1.5 CONSEQUENCE OF SUBMISSION OF PROPOSAL.....</b>	<b>4</b>
<b>1.6 ACCEPTANCE OR REJECTION OF PROPOSAL.....</b>	<b>4</b>
<b>1.7 RIGHT TO CHANGE OR AMEND REQUEST .....</b>	<b>4</b>
<b>1.8 CANCELLATION .....</b>	<b>5</b>
<b>1.9 EXAMINATION OF PROPOSAL MATERIALS.....</b>	<b>5</b>
<b>1.10 ADDENDA AND INTERPRETATION .....</b>	<b>5</b>
<b>1.11 DISQUALIFICATION .....</b>	<b>6</b>
<b>1.12 INFORMAL PROPOSAL REJECTED .....</b>	<b>6</b>
<b>1.13 CONDITIONS TO BE ACCEPTED IF ANY WORK IS SUBCONTRACTED</b> <b>6</b>	
<b>1.14 LICENSING REQUIREMENTS .....</b>	<b>7</b>
<b>1.15 INSURANCE REQUIREMENTS .....</b>	<b>7</b>
<b>1.16 INDEMNITY AND HOLD HARMLESS.....</b>	<b>8</b>
<b>1.17 APPLICABLE LAW .....</b>	<b>8</b>
<b>1.18 METHOD OF PAYMENT .....</b>	<b>8</b>
<b>1.19 NOTICE TO OUT-OF-STATE VENDOR.....</b>	<b>8</b>
<b>1.20 TERM .....</b>	<b>9</b>
<b>1.21 COMPETITIVE PRICING .....</b>	<b>9</b>
<b>1.22 UNCONDITIONAL TERMINATION FOR CONVENIENCE.....</b>	<b>9</b>
<b>1.23 AUDITING OF CHARGES AND SERVICES.....</b>	<b>9</b>
<b>1.24 CONTRACT BONDS .....</b>	<b>9</b>
<b>1.25 CHANGES .....</b>	<b>10</b>
<b>1.26 AWARD.....</b>	<b>10</b>
<b>1.27 PRODUCT OWNERSHIP.....</b>	<b>10</b>
<b>1.28 CONFIDENTIALITY .....</b>	<b>10</b>

REQUEST FOR PROPOSALS (RFP)  
GENERAL AUCTION SERVICES – SURPLUS VEHICLES AND EQUIPMENT  
PROJECT 19-047

<b>1.29 OTHER GOVERNMENTAL AGENCIES</b> .....	11
<b>2.0 BACKGROUND/GENERAL NATURE OF SERVICE</b> .....	13
<b>2.1 GENERAL INFORMATION</b> .....	13
<b>2.2 SCOPE OF SERVICES</b> .....	14
<b>3.0 PROPOSAL GUIDELINES, CONTENT AND FORMAT</b> .....	19
<b>3.1 EVALUATION PROCEDURE AND CRITERIA</b> .....	21
<b>3.2 PROPOSED DEVELOPMENT COSTS</b> .....	22
<b>3.3 PROPONENT CONTACT</b> .....	22
<b>3.4 CITY’S USE OF PROPOSAL MATERIAL</b> .....	22
<b>3.5 REJECTION OF PROPOSAL</b> .....	22
<b>PROPOSAL DOCUMENTS</b> .....	<b>23</b>
<b>PROPONENT’S AGREEMENT</b> .....	<b>24</b>
<b>NON-COLLUSION</b> .....	25
<b>EXHIBIT A – INSURANCE REQUIREMENTS</b> .....	<b>26</b>
<b>EXHIBIT B – CITY OF STOCKTON DISCRIMINATION AND HARRASSMENT POLICY</b> .....	30
<b>EXHIBIT C – SAMPLE CONTRACT</b> .....	31

## NOTICE INVITING PROPOSALS

NOTICE IS HEREBY GIVEN that Request for Proposals (RFP) are invited by the City of Stockton, California for **GENERAL AUCTION SERVICES – SURPLUS VEHICLES AND EQUIPMENT (PUR 19-047)** in strict accordance with the specifications.

The City of Stockton Administrative Services Division is soliciting proposals from qualified and experienced full-service Auction Companies to provide pick up, transportation, and auction services for the sales of surplus vehicles, equipment, and furniture for the City of Stockton. Interested proponents are invited to submit proposals in accordance with the requirements, terms, conditions, and service levels outlined in this Request for Proposal (RFP).

**Proposal forms and specifications are available on the City's website at [www.stocktonca.gov/adminbid](http://www.stocktonca.gov/adminbid) and must be delivered to the Office of the City Clerk, City Hall, 425 North El Dorado Street, Stockton, up to but not later than, **Thursday, JANUARY 9, 2020, at 2:00 p.m.****

The City reserves the right to reject any and/or all proposals received.

### **Information on Technical Data**

Kimberly Miller, Administrative Services  
(209) 937-8330  
e-mail: [Kimberly.Miller@stocktonca.gov](mailto:Kimberly.Miller@stocktonca.gov)

### **Information on Process/Clarification**

Marina Lemos, Procurement Division  
(209) 937-8358  
e-mail: [Marina.Lemos@stocktonca.gov](mailto:Marina.Lemos@stocktonca.gov)

DISCLAIMER: The City does not assume any liability or responsibility for errors/omissions in any document transmitted electronically.

Dated: December 19, 2020

ELIZA R. GARZA  
CITY CLERK OF THE CITY OF STOCKTON

REQUEST FOR PROPOSALS (RFP)  
 GENERAL AUCTION SERVICES – SURPLUS VEHICLES AND EQUIPMENT  
 PUR 19-047

**PROPONENT'S CHECKLIST**

Did You:

- \*  Complete the following proposal documents (FROM THIS PACKET ONLY SUBMIT **PAGES 23 to 25** AND PLACE IN THE FRONT OF YOUR PROPOSAL):
  - \*  Sign and notarize by jurat certificate the "Non-Collusion Affidavit" form. An "All-Purpose Acknowledgment" form will not be sufficient.
  - \*  Complete and sign a "Proponent's Fee Schedule" form, (under separate cover).
  - \*  Sign and submit Addendum – Questions/Answers
  - \*  Sign the "Proponent's Agreement" form. **Include (with proposal) name and e-mail address for City contact, if different from signatory.**
  - \*  **Include your proposal, as outlined in these specifications.**
  - \*  Include self-addressed, unstamped envelope (#10, 4- 1/8 x 9- 1/2) with proponent's security. **Please DO NOT seal your security, proponent's bond, certified or cashier's check in this envelope.** It is for returning the security to the proponent AFTER project award.
  - \*  Submit one (1) ORIGINAL (unbound, no staples) and SIX (6) COPIES of all proposal documents. Additionally, submit one (1) USB flash drive with an electronic version of the proposal.
- \*  Review all clarifications/questions/answers on the City's website at [www.stocktonca.gov/adminbid](http://www.stocktonca.gov/adminbid).
- \*  Deliver sealed proposal to City Hall, City Clerk's Office (1st floor), 425 North El Dorado Street, Stockton, CA 95202, before **JANUARY 9, 2020, at 2:00 p.m.** Sealed proposal shall be marked "Proposal" and indicate project name, number, and proposal opening date (in the same format below). Please note that some overnight delivery services do not deliver directly to the City Clerk's Office. This could result in the proposal arriving in the City Clerk's Office after the proposal opening deadline and therefore not being accepted.
  - A) **“RFP – TO PROVIDE GENERAL AUCTION SERVICES – SURPLUS VEHICLES AND EQUIPMENT”**
  - B) **PUR 19-047**
  - C) **JANUARY 9, 2020**

**CONTACT INFORMATION:**

Information on Technical Data	Information on Process/Clarification
Kimberly Miller, Administrative Services Dept (209) 937-8330 e-mail: <a href="mailto:Kimberly.Miller@stocktonca.gov">Kimberly.Miller@stocktonca.gov</a>	Marina Lemos, Procurement Division (209) 937-8358 e-mail: <a href="mailto:Marina.Lemos@stocktonca.gov">Marina.Lemos@stocktonca.gov</a>

\*If not completed as required, your proposal may be rejected.

DISCLAIMER: The City does not assume any liability or responsibility for errors/omissions in any document transmitted electronically.

REQUEST FOR PROPOSALS (RFP)  
GENERAL AUCTION SERVICES – SURPLUS VEHICLES AND EQUIPMENT  
PUR 19-047

**1.0 GENERAL INFORMATION**

**1.1 REQUEST FOR PROPOSAL (RFP) PROCESS**

The purpose of this Request for Proposal (RFP) is to request proponents to present their qualifications and capabilities to provide **GENERAL AUCTION SERVICES – SURPLUS VEHICLES AND EQUIPMENT (PUR 19-047)** for the City of Stockton.

**1.2 INVITATION TO SUBMIT A PROPOSAL**

Proposals shall be submitted no later than 2:00 p.m., on Thursday, JANUARY 9, 2020, in the office of:

CITY CLERK  
CITY OF STOCKTON  
425 NORTH EL DORADO STREET  
STOCKTON, CA 95202-1997

One (1) original and SIX (6) copies of the proposal shall be submitted. Additionally, submit one (1) USB flash drive with an electronic version of the proposal. The proposal should be firmly sealed in an envelope which shall be clearly marked on the outside, "GENERAL AUCTION SERVICES – SURPLUS VEHICLES AND EQUIPMENT for the City of Stockton (PUR 19-047)." Any proposal received after the due date and time indicated may not be accepted and may be rejected and returned, unopened, to the proponent.

**1.3 LOCAL BUSINESS PREFERENCE**

**Stockton Municipal Code Section 3.68.090 reads as follows:**

Preference shall be given to the purchase of supplies, materials, equipment, and contractual services from local merchants, quality and price being equal. Local merchants who have a physical business location within the boundaries of San Joaquin County, and who have applied for and paid a business license tax and registration fee pursuant to Stockton Municipal Code Title 5, Chapter [5.08](#), License Taxes, shall be granted two (2) percent bid preference. Local merchants who have a physical business location within the boundaries of the City of Stockton, and who have applied for and paid a business license tax and registration fee pursuant to Stockton Municipal Code Title 5, Chapter [5.08](#), License Taxes, shall be granted five (5) percent bid preference. This section is intended to provide preference in the award of certain City contracts in order to encourage businesses to move into and expand within the City (Ord. 2014-03-18-1601 C.S. § 1; prior code § 3-106.1)

REQUEST FOR PROPOSALS (RFP)  
GENERAL AUCTION SERVICES – SURPLUS VEHICLES AND EQUIPMENT  
PUR 19-047

**1.4 LOCAL EMPLOYMENT—PUBLIC WORKS CONTRACTORS**

Proponent must comply with City of Stockton Municipal Code (SMC) Section 3.68.095, Ordinance No. 011-09 adopted September 1, 2009, effective October 1, 2009.

**1.5 CONSEQUENCE OF SUBMISSION OF PROPOSAL**

- A. The City shall not be obligated to respond to any proposal submitted nor be legally bound in any manner by the submission of a proposal.
- B. Acceptance by the City of a proposal obligates the proponent to enter into an agreement with the City.
- C. An agreement shall not be binding or valid against the City unless or until it is executed by the City and the proponent.
- D. Statistical information contained in these documents is for informational purposes only. The City shall not be responsible for the accuracy of said data. City reserves the right to increase or decrease the project scope.

**1.6 ACCEPTANCE OR REJECTION OF PROPOSAL**

The City reserves the right to select the successful proposal and negotiate an agreement as to the scope of services, the schedule for performance and duration of the services with proponent(s) whose proposal(s) is/are most responsive to the needs of the City. Further, the City reserves the right to reject any and all proposals, or alternate proposals, or waive any informality or irregularity in the proposal as is in the City's best interest.

The City reserves the right to reject any and all proposals, or portions thereof, received in response to the Request or to negotiate separately with any source whatsoever, in any manner necessary, to serve the best interests of the City. Additionally, the City may, for any reason, decide not to award an agreement(s) as a result of this Request.

Non-acceptance of any proposal shall not imply that the proposal was deficient. Rather, non-acceptance of any proposal will mean that another proposal was deemed to be more advantageous to the City or that the City decided not to award an agreement as a result of this Request.

**1.7 RIGHT TO CHANGE OR AMEND REQUEST**

The City reserves the right to change the terms and conditions of this Request. The City will notify potential proponent(s) of any material changes by posting on the City's website. No one is authorized to amend any of the Request



REQUEST FOR PROPOSALS (RFP)  
GENERAL AUCTION SERVICES – SURPLUS VEHICLES AND EQUIPMENT  
PUR 19-047

requirements in any respect, by an oral statement, or to make any representation or interpretation in conflict with its provisions. If necessary, supplementary information and/or clarifications/questions/answers will be posted on the City's website at [www.stocktonca.gov/adminbid](http://www.stocktonca.gov/adminbid). Failure of any proponent to not have received such information and/or clarifications/questions/answers shall not relieve such proponent from any obligation under his/her proposal as submitted.

**Any exceptions to this Proposal shall be clearly stated in writing.**

**1.8 CANCELLATION**

The City reserves the right to rescind award of the contract at any time before execution of the contract by both parties if rescission is deemed to be in City's best interest. In no event shall City have any liability for the rescission of award. The proponent assumes the sole risk and responsibility for all expenses connected with the preparation of its proposal.

**1.9 EXAMINATION OF PROPOSAL MATERIALS**

The submission of a proposal shall be deemed a representation and warranty by the proponent that it has investigated all aspects of the Request, that it is aware of the applicable facts pertaining to the Request process and its procedures and requirements, and that it has read and understands the Request. No request for modification of the provisions of the proposal shall be considered after its submission on the grounds the proponent was not fully informed as to any fact or condition. Statistical information which may be contained in the Request or any addendum is for informational purposes only. The City disclaims any responsibility for this information which may subsequently be determined to be incomplete or inaccurate.

**1.10 ADDENDA AND INTERPRETATION**

The City will not be responsible for, nor be bound by, any oral instructions, interpretations, or explanations issued by the City or its representatives. Any request for clarifications/questions/answers of this Request shall be made in writing/e-mail and deliverable to:

CITY OF STOCKTON  
ATTN: KIMBERLY MILLER  
ADMINISTRATIVE SERVICES DEPT  
400 E MAIN ST, 3<sup>RD</sup> FLOOR  
STOCKTON, CA 95202  
[Kimberly.Miller@stocktonca.gov](mailto:Kimberly.Miller@stocktonca.gov)

CITY OF STOCKTON  
ATTN: MARINA LEMOS  
PROCUREMENT DIVISION  
400 E MAIN ST, 3<sup>RD</sup> FLOOR  
STOCKTON, CA 95202  
[Marina.Lemos@stocktonca.gov](mailto:Marina.Lemos@stocktonca.gov)

Such request for clarifications/questions/answers shall be delivered to the City by **Thursday, December 26, 2019** at 5:00 p.m. Any City response to a request for



REQUEST FOR PROPOSALS (RFP)  
GENERAL AUCTION SERVICES – SURPLUS VEHICLES AND EQUIPMENT  
PUR 19-047

clarifications/questions/answers will be posted on the City's website at [www.stocktonca.gov/adminbid](http://www.stocktonca.gov/adminbid) by **Thursday, January 2, 2020**, and will become a part of the Request. The proponent should await responses to inquiries prior to submitting a proposal.

**1.11 DISQUALIFICATION**

Any of the following may be considered cause to disqualify a proponent without further consideration:

- A. Evidence of collusion among proponents;
- B. Any attempt to improperly influence any member of the evaluation panel;
- C. Any attempt to communicate in any manner with a City of Stockton elected official during the RFP/bid process will, and shall be, just cause for disqualification/rejection of proponent's proposal/Proponent's bid submittal and considered non-responsive.
- D. A proponent's default in any operation of a professional services agreement which resulted in termination of that agreement; and/or
- E. Existence of any lawsuit, unresolved contractual claim, or dispute between proponent and the City.
- F. No person, firm, or corporation shall be allowed to make or file or be interested in more than one bid for the same supplies, services, or both; provided, however, that subcontract bids to the principal bidders are excluded from the requirements of this section: Section 3.68.120 of the Municipal Code.

**1.12 INFORMAL PROPOSAL REJECTED**

A proposal shall be prepared and submitted in accordance with the provisions of these Request instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from, or to a proposal may be sufficient grounds for rejection of the proposal. The City has the right to waive any defects in a proposal if the City chooses to do so. The City may not accept a proposal if any document or item necessary for the proper evaluation of the proposal is incomplete, improperly executed, indefinite, ambiguous, or missing.

**1.13 CONDITIONS TO BE ACCEPTED IF ANY WORK IS SUBCONTRACTED**

- A. The proponent assumes full responsibility, including insurance and bonding requirements, for the quality and quantity of all work performed.

REQUEST FOR PROPOSALS (RFP)  
GENERAL AUCTION SERVICES – SURPLUS VEHICLES AND EQUIPMENT  
PUR 19-047

- B. If proponent's supplier(s) and/or subcontractor's involvement requires the use of a licensed, patented, or proprietary process, the proponent of the process is responsible for assuring that the subcontractor, supplier, and/or operator have been properly authorized to use the process or for providing another process which is comparable to that which is required prior to submission of a proposal.

**1.14 LICENSING REQUIREMENTS**

Any professional certifications or licenses that may be required will be the sole cost and responsibility of the successful proponent.

Proponent shall, in addition to being a licensed auctioneer or auction company, possess all permits, licenses, surety bonds, and credentials necessary to perform the work specified within these documents. Proponent must provide proof or copies of the required documents within their proposal. All required licenses, permits, and insurance must be maintained in full force and effect for the duration of the contract.

**A City of Stockton Business license may be required for this project. Please contact the City of Stockton Business License Division at (209) 937-8313.**

**1.15 INSURANCE REQUIREMENTS**

Proponent/Bidder, at Proponent's/Bidder's sole cost and expense and for the full term of the resultant contract or any extension thereof, shall obtain and maintain at least all of the insurance requirements listed in attached Exhibit 1 (or Exhibit A).

All coverage shall be provided by a carrier authorized to transact business in California and shall be primary. All policies, endorsements, and certificates shall be subject to approval by the Risk Manager of the City to Stockton as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Risk Manager.

Maintenance of proper insurance coverage is a material element of this contract, and failure to maintain or renew coverage or to provide evidence of renewal may be treated as a material breach of contract.

**The Proponent shall assert that these insurance requirements will be met as part of their proposal response. *Failure to comply with these insurance requirements may result in a proposal being deemed unresponsive.* Proponent shall satisfy these insurance requirements concurrently with the signing of the contract prior to commencement of work. *It is strongly suggested that insurance requirements be reviewed with Proponent's broker to ensure any additional costs are included in the proposal pricing component.***

REQUEST FOR PROPOSALS (RFP)  
GENERAL AUCTION SERVICES – SURPLUS VEHICLES AND EQUIPMENT  
PUR 19-047

**Any questions pertaining to insurance requirements, please contact City of Stockton Risk Services at (209) 937-5037.**

**1.16 INDEMNITY AND HOLD HARMLESS**

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify the City of Stockton, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from the City of Stockton's sole negligence or willful acts. The duty to defend and the duty to indemnify are separate and distinct obligations. The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement for the full period of time allowed by law.

**1.17 APPLICABLE LAW**

Applicable law shall be governed by the laws of the State of California. Venue shall be proper in the Superior Court of the State of California, County of San Joaquin, Stockton Branch, or, for actions brought in Federal Court, the United States District Court for the Eastern District of California, Sacramento Division.

**1.18 METHOD OF PAYMENT**

Payment will be made within thirty (30) days after invoices are received and accepted by the City Manager. Invoices are to be rendered monthly.

**1.19 NOTICE TO OUT-OF-STATE VENDOR**

It is the policy of the City of Stockton to pay all applicable California sales/use tax directly to the State Board of Equalization (BOE) pursuant to California Revenue and Taxation Code 7051.3. The City of Stockton will self-accrue all sales/use tax on purchases made from out-of-state vendors.

Sales and use tax on purchases made by the City of Stockton from all companies located outside California and whose products are shipped from out of state will be remitted to the BOE directly by the City under permit number **SR KHE 28-051174 DP**. **Please do not include sales/use tax on the invoice that you submit to the City of Stockton.**

REQUEST FOR PROPOSALS (RFP)  
GENERAL AUCTION SERVICES – SURPLUS VEHICLES AND EQUIPMENT  
PUR 19-047

Questions regarding the City of Stockton's payment of sales/use tax can be directed to the City of Stockton's Procurement Division at (209) 937-8357.

**1.20 TERM**

The City of Stockton anticipates entering into a five (5) year agreement with the successful bidder.

**1.21 COMPETITIVE PRICING**

Proponent warrants and agrees that each of the charges, economic or product terms or warranties granted pursuant to this Contract are comparable to or better than the equivalent charge, economic or product term or warranty being offered to any similarly situated commercial or other government customer of proponent. If proponent enters into any arrangements with another customer of proponent to provide product under more favorable charges, economic or product terms or warranties, proponent shall immediately notify CITY of such change and this Contract shall be deemed amended to incorporate the most favorable charges, economic or product terms or warranties.

**1.22 UNCONDITIONAL TERMINATION FOR CONVENIENCE**

The City may terminate the resultant agreement for convenience by providing sixty (60) calendar day advance notice unless otherwise stated in writing.

**1.23 AUDITING OF CHARGES AND SERVICES**

The City reserves the right to periodically audit all charges and services made by the successful proponent to the City for services provided under the contract. Upon request, the proponent agrees to furnish the City with necessary information and assistance.

**1.24 CONTRACT BONDS**

The successful proponent will be required to furnish the City of Stockton with a Faithful Performance Bond in the amount of \$50,000, which shall be furnished concurrently with the signing of the contract.

The surety which provides the bond(s) must be authorized by the Insurance Commissioner to transact business of insurance in the State of California.

Said bonds shall be executed by the surety and contractor concurrently with the signing of the contract. The form and content of said bonds must be approved by the appropriate City departments.

REQUEST FOR PROPOSALS (RFP)  
GENERAL AUCTION SERVICES – SURPLUS VEHICLES AND EQUIPMENT  
PUR 19-047

All alterations, extension of time, extra and additional work, and other changes authorized by these specifications or any part of the contract shall be made without securing the consent of the surety or sureties on the contract bonds.

**1.25 CHANGES**

The City's Representative has the authority to review and recommend or reject change orders and cost proposals submitted by the proponent or as recommended by the proponent's project manager, pursuant to the adopted City of Stockton Standard Specifications.

**1.26 AWARD**

Upon conclusion of the Request process, a contract may be awarded for GENERAL AUCTION SERVICES – SURPLUS VEHICLES AND EQUIPMENT SERVICES for the City of Stockton.

The City reserves the right to select the successful proponent and to negotiate terms of a contract with the proponent(s) whose proposal(s) is/are most responsive to the needs of the City. Further, the City reserves the right to reject any and all proposals, or alternate proposals, or waive any informality in the proposal as is in the City's best interest.

**1.27 PRODUCT OWNERSHIP**

Any documents, products or systems resulting from the contract will be the property of the City of Stockton.

**1.28 CONFIDENTIALITY**

If proponent believes that portions of a proposal constitute trade secrets or confidential commercial, financial, geological, or geophysical data, then the proponent must so specify by, at a minimum, stamping in bold red letters the term "**CONFIDENTIAL**" on that part of the proposal which the proponent believes to be protected from disclosure. The proponent must submit in writing specific detailed reasons, including any relevant legal authority, stating why the proponent believes the material to be confidential or a trade secret. Vague and general claims as to confidentiality will not be accepted. The City will be the sole judge as to whether a claim is general and/or vague in nature. All offers and parts of offers that are not marked as confidential may be automatically considered public information after the contract is awarded. **The proponent is hereby put on notice that the City may consider all or parts of the offer public information under applicable law even though marked confidential.**

REQUEST FOR PROPOSALS (RFP)  
GENERAL AUCTION SERVICES – SURPLUS VEHICLES AND EQUIPMENT  
PUR 19-047

**1.29 OTHER GOVERNMENTAL AGENCIES**

If mutually agreeable to all parties, the use of any resultant contract/purchase order may be extended to other political subdivisions, municipalities, or tax supported agencies.

Such participating governmental bodies shall make purchases in their own name, make payment directly to successful Proponent and be liable directly to the successful Proponent, holding the City of Stockton harmless.

**1.30 PROPONENT'S SAFETY RESPONSIBILITY**

The scope of work for this project has been reviewed for special risks or hidden dangers that may be present to employees of the proponent or any subcontractor. The proponent is required to identify, notify employees, and implement special precautions to prevent injuries to employees. Additionally, the proponent is required to identify its skill, experience, and equipment in dealing with the types of risk to employees.

**1.31 PROTEST POLICY**

Protest and Appeal Procedures. In order to maintain fairness and impartiality, the City of Stockton has established a solicitation protest policy and procedure.

A. Protest Procedure

1. All protests must be in writing and stated as a formal protest.
2. A casual inquiry, complaint, or a statement of intent to protest that does not provide the facts and issues and does not comply with the content requirements or deadlines, will not be considered or acted upon as a protest.
3. The protest must contain a complete statement of the basis for the protest and must include all relevant supporting documentation.
4. The solicitation process and procedures, including evaluation criteria, shall not be proper grounds for protest. Concerns related to the solicitation process and procedures, including evaluation criteria, should be raised and addressed, if at all, prior to the bid/proposal due date and time to allow adjustments before evaluation of the solicitation.
5. Protests must be filed with the City's Chief Financial Officer, or designee, at the address listed in the Solicitation Protest FAQ sheet and Procurement Procedure Manual, not later than five (5) days after the date the City mails the Letter of Intent to Award.
6. Deliveries of the protest by hand, mail, email or fax are acceptable.
7. The City is not responsible for lost or misplaced protests, or to assure the protest is received within the protest deadlines

REQUEST FOR PROPOSALS (RFP)  
GENERAL AUCTION SERVICES – SURPLUS VEHICLES AND EQUIPMENT  
PUR 19-047

8. The party challenging the award decision to bear the burden of proof of material error to justify invalidation of the proposed award.

B. Protest Review

1. The Chief Financial Officer or designee shall respond in writing at least generally to each material issue raised in the protest.
2. The Chief Financial Officer's, or designee 's, administrative decision may be appealed in writing to the City Manager no later than (5) business days after the date the Chief Financial Officer's, or designee's, the decision is mailed to the protesting party.
3. The City Manager shall review and decide the appeal based on the grounds and documentation set forth in the original protest to the Chief Financial Officer, or designee.
4. Each party shall bear its own costs and expenses involved in the protest and appeal process, including any subsequent litigation.
5. The City Manager's administrative decision is final. After the City Manager issues the final administrative decision, the time in which judicial review of the decision must be sought shall be governed by California Code of Civil Procedure Section 1094 or as such section may be amended from time to time.
6. If the protested procurement involves state or federal funds, the Chief Financial Officer, or designee, shall give notice to the interested party that he or she has the right to appeal to the appropriate agency, which shall be identified by name and address. An appeal hereunder shall be filed with the appropriate agency within five (5) working days of the dispatch of rejection notices to the interested party(ies).
7. The City may require the protesting party to submit a City Council approved non-refundable protest fee to cover the administrative cost of processing the protest.

Bidders, proposers, and contractors wishing to protest or appeal a procurement or contracting decision by the City must follow the procedures provided by this section. The City will not review protests or appeals that are not submitted in accordance with these provisions and procedures.

A copy of this policy can be requested from the procurement specialist noted in Section 1.7 of this document.



REQUEST FOR PROPOSALS (RFP)  
GENERAL AUCTION SERVICES – SURPLUS VEHICLES AND EQUIPMENT  
PUR 19-047

**2.0 BACKGROUND/GENERAL NATURE OF SERVICE**

The City of Stockton (“City”) is soliciting proposals from qualified and experienced full-service Auction Companies to provide pick up, transportation, and auction services for the sales of surplus vehicles, equipment, and furniture for the City. The City maintains a fleet of approximately 1,100 vehicles. This includes sedans all the way up to buses and off-road equipment. On an annual basis, the City requires the disposition of approximately 75 to 100 vehicles

Contractor shall also provide appraisal and consulting services, marketing and advertising, vehicle transportation, storage and preparation, and after-sale administration. Contractor shall also manage the marketing of the City’s vehicles to maximize residual values and demonstrate the ability to reach markets for specialty vehicles.

Interested Proponents are invited to submit proposals in accordance with the requirements, terms, conditions and service levels outlined in this Request for Proposal (RFP).

The Proponent selected must provide sufficient expertise, labor, equipment, and materials to meet the City’s qualifications, specifications, and service levels outlined in this RFP.

**2.1 GENERAL INFORMATION**

This section will outline the general information regarding these services that should be considered when preparing the proposal.

- A. This agreement is for the sale by public auction of personal property to include, but not be limited to, furniture, electronics, outdoor equipment, tools, vehicles, and heavy equipment.
- B. Provide appraisal and consulting services, marketing and advertising, vehicle transportation, storage and preparation, and after-sale administration.
- C. Provide marketing of vehicles to maximize residual values and reach markets for specialty vehicles.
- D. Have the capability to provide the staff and vehicles necessary to pick up any equipment and vehicles for sale and transport to auction location.
- E. Proponent will be required to pick up items from the City location as noted in Attachment A and alternate locations as requested by the City.
- F. Proponent will be required to make special pickups at the City on non-scheduled days. This may happen up to once per month.

REQUEST FOR PROPOSALS (RFP)  
GENERAL AUCTION SERVICES – SURPLUS VEHICLES AND EQUIPMENT  
PUR 19-047

- G. Proponent will be required to pick up vehicles whether running or not and prepare them for sale, as agreed with City Representative. Proponent should indicate types of prep services available. Vehicles may include motorcycles, scooters, forklifts, trucks, sweepers, etc.
- H. Proponent will not be required to handle any hazardous materials (excludes fuel and lubricants in vehicles). Proponent should indicate of any other type, or specific items, will be excluded under the agreement.
- I. Provide a detailed reconciliation of all items offered for sale, items sold, and sales price.
- J. Remit payment to City on a regular basis as auctions are held.
- K. Assign a main point of contact for the account. Contact to be responsible for working with City on schedules, special pickups, customer issues, and contractual matters.

**2.2 SCOPE OF SERVICES**

- A. Contractor must provide adequate staffing, equipment, and the capability to pick up items at City location as noted in Attachment A and alternate locations as requested by the City over multiple days each month.
- B. Contractor shall be regularly and continuously engaged in the business of providing online or brick and mortar vehicle auction services for at least three years to government entities and should be in good standing.
- C. Contractor shall conduct vehicle auction by live and competitive bidding for each vehicle offered for sale by the City.
- D. Contractor shall perform a safety inspection on the vehicles to be auctioned.
- E. Contractor shall provide detailed list of repair services provided and costs associated (i.e. Battery replacement, tire repair, etc.).
- F. Contractor shall, at a minimum, auction City vehicle(s) monthly or within 45 days after vehicle(s) is/are made available to Contractor.
- G. Contractor's Staff
  - 1. Contractor shall provide sufficient staff to each auction so that the sale is professionally executed.
  - 2. Contractor shall provide a dedicated competent account manager who shall be responsible for the City account.

REQUEST FOR PROPOSALS (RFP)  
GENERAL AUCTION SERVICES – SURPLUS VEHICLES AND EQUIPMENT  
PUR 19-047

3. Contractor shall provide appropriate personnel to inspect and advise on “looting” of vehicles prior to cataloguing, market valuation, presentation and advertising.
4. Contractor shall meet with City staff two days prior to vehicles being picked up from Public Works Corporation Yard and physically inspect the vehicles needing to be auctioned. The City will provide a spreadsheet of all assets to be auctioned along with signed titles, the contractor will sign in acknowledgement of receipt of titles, correct vehicle identification numbers, and vehicle condition.
5. Contractor shall ensure that all employees are courteous, professional, and wear company identification while performing the work.
6. Contractor shall ensure that all staff are properly trained, licensed and working in accordance with all requirements of the applicable Proponent’s license(s) and all regulatory requirements.

H. Storage and Transportation of Auction Vehicles

1. Contractor shall have tow trucks and flatbeds to be used in transporting the auction vehicles.
2. Contractor shall ensure that City property stored at the auction facility is secured and protected from damage or vandalism. If a lot does not sell during an auction, the Contractor shall store it, free of charge until, the next scheduled auction. No storage charges will apply unless City staff request extended storage beyond the date of the next scheduled auction.
3. Upon request by the City, contractor shall pick-up and transport vehicles and equipment from City location as noted in Attachment A, and alternate locations as requested by the City, to the auction site and be financially responsible for each vehicle from the point the vehicles are picked up. When the City has other transportation for the City vehicles, the Contractor shall be financially responsible for each vehicle from the point they are delivered to their auction site.
4. Specific hours of pick-up are Monday through Thursday, from 6:00 a.m. to 3:30 p.m. and every other Friday, from 6:00 a.m. to 2:30 p.m. City offices are closed every other Friday; therefore, vehicles and equipment cannot be picked up on closed Friday’s.
5. Contractor shall not use City property for any purpose other than in the performance of its obligations under the agreement.

I. Auction Requirements

1. Contractor shall be responsible for all costs associated with cataloguing, advertising and marketing. Contractor shall have prominent advertising in local newspapers, on the public Internet, direct mail advertisements, or other medium acceptable to City.
2. Contractor shall have experience in providing auction services for at least three (3) clients requiring services similar in nature to the City’s requirements.

REQUEST FOR PROPOSALS (RFP)  
GENERAL AUCTION SERVICES – SURPLUS VEHICLES AND EQUIPMENT  
PUR 19-047

3. Each vehicle shall be digitally photographed by the Contractor. Digital file shall be made available to City at settlement.
  4. Contractor shall post auction items online and have advertisements in public circulation at a minimum of seven days prior to the date of auction and shall provide City copies of said advertisements. This advertising effort shall be conducted in the following formats:
    - a) Direct mailing to the Contractor's active and prospective bidders, or e-mail announcements for Internet-based auctions.
    - b) Auction announcements posted on the Contractor's auction internet website.
    - c) At a minimum, this advertising shall announce the date, place and time of the auction, and that the auction includes vehicles and equipment being sold on behalf of the City.
  5. All vehicles listed for auction shall include the following information:
    - a) Make and Model
    - b) Model Year
    - c) Odometer
    - d) Vehicle Identification Number (VIN)
    - e) Photos
- J. Contractor shall accept reserve or minimum bid prices on individual vehicles from the City. City reserves the right, at any time before a sale, to withdraw any lot or individual vehicle without cause and without penalty except for reimbursement to the Contractor for direct out-of-pocket expenses.
- K. City shall be allowed on-site access to each auction to observe and monitor the conformities and performances of Contractor.
- L. Contractor shall solicit the highest bid and only accept the most favorable and responsible offer.
- M. Contractor shall utilize a computerized system to register bidders, generate sales receipts, and provide reports as required regarding the sale/payment status of any and all vehicles.
  1. Contractor shall record each successful bidder's name, company name, address, telephone number and bidder number and shall provide this list to the City at settlement in an acceptable electronic format.
  2. Contractor shall provide each successful bidder a computerized, receipt immediately after payment, with the following information:
    - a) Bidder's name;
    - b) Company name, address, telephone number;
    - c) Bidder number;
    - d) Vehicle VIN number;
    - e) Year, make, model;
    - f) Odometer;
    - g) Auction lot number; and

REQUEST FOR PROPOSALS (RFP)  
GENERAL AUCTION SERVICES – SURPLUS VEHICLES AND EQUIPMENT  
PUR 19-047

- h) Sale price.
- 3. Contractor shall provide Deliverable Reports of all vehicle sale details by date as requested by the City.
  - a) Contractor shall provide City a detailed, itemized sales transaction report on each vehicle showing consignor, lot, bidder, and registered owner information at settlement.
  - b) Contractor shall provide City a consignor result summary report showing amounts of sale proceeds, commission, transport, and other charges, and to include any unsold lot at settlement within 10 business days after auction close.
- N. Contractor shall be responsible to complete the title transfer, properly notarize the title, and present the title to the buyer upon receiving full payment.
- O. Contractor shall be responsible for preparing and submitting a “Release of Liability” form for each vehicle, immediately upon sale.
- P. Contractor shall be responsible for the collection of all monies and shall not add any additional surcharges or fees of any kind without the prior consent of the City. Any additional charges or fees to City shall be reviewed by City for approval.
- Q. Contractor shall bear or collect any applicable sales taxes and fees from the buyer. Contractor shall comply with all state, federal and local laws and regulations as they pertain to the sales of the property.
- R. Contractor shall pay City, within 30 days of auction, the net sale amount of all purchases.
- S. Upon request by the City, Contractor shall provide the City with access to copies of all its records pertaining or relating to City transactions for auditing purposes.
- T. City, on occasions, will require electronic title search, duplicating title, vehicle reconditioning and other services from the Contractor.
- U. Employees, officers, and agents of the Contractor shall not be authorized to bid on the City’s property when it is auctioned.
- V. City has and reserves the right to suspend and/or terminate any work by the Contractor without cause at any time upon giving the Contractor prior written notice.

REQUEST FOR PROPOSALS (RFP)  
GENERAL AUCTION SERVICES – SURPLUS VEHICLES AND EQUIPMENT  
PUR 19-047

- W. Contractor shall extend the same terms and conditions to other City of Stockton agencies and departments that may require vehicle auction services.
- X. Contractor must comply with and assume full responsibility at all times for being up-to-date and self-informed regarding all legal requirements applicable to performing the work required.
- Y. Contractor shall have the resources necessary to perform all of the requirements.
- Z. Contractor shall enter into a mutually agreeable contract agreement with the City.

REQUEST FOR PROPOSALS (RFP)  
GENERAL AUCTION SERVICES – SURPLUS VEHICLES AND EQUIPMENT  
PUR 19-047

**3.0 PROPOSAL GUIDELINES, CONTENT AND FORMAT**

The City of Stockton uses a qualifications-based selection process in obtaining these services. In order for the City to properly evaluate the Proponents' qualification to perform this work, the proposals shall include, as a minimum, the following information:

- A. Evidence of the Proponent's ability to be responsive to this project in regard to timeliness and expertise, including availability of staff proposed to be assigned.
- B. The Proponents are encouraged to expand on the Scope of Work to demonstrate their expertise. Evaluation of the proposals will be based on qualifications, the experience of staff proposed to be assigned to the project, references and thoroughness of the proponent's response to the Scope of Services.
- C. Such additional information that the Proponent may feel would be pertinent to assist the City of Stockton in making its final decision.
- D. Please submit one (1) original and SIX (6) copies of your proposal/qualifications. Additionally, submit one (1) USB flash drive with an electronic version of the proposal. The original should be unbound to allow us to reproduce your proposal, as needed.

**3.0.1 Cover Letter**

Submit a letter on your company letterhead addressing the proposal and format. The letter should be signed by an officer of the firm authorized to bind the firm to all comments made in the proposal, and shall include the name, address, phone number and e-mail address of the person(s) to contact who will be authorized to represent your firm.

**3.0.2 Minimum Experience Qualifications Summary**

Contractor shall have experience in providing auction services for at least three (3) clients requiring services similar in nature to the City's requirements.

Provide a statement of professional experience and ability.

**3.0.3 Management/Method of Operation**

Provide detailed description outlining your firm's approach to provide the service. Highlight innovative ideas your firm may have to provide to the City and describe in detail your procedures and management techniques.



REQUEST FOR PROPOSALS (RFP)  
GENERAL AUCTION SERVICES – SURPLUS VEHICLES AND EQUIPMENT  
PUR 19-047

**3.0.4 References**

Provide a list of references with current contact person, e-mail address and phone number who may be contacted regarding firm performance.

**3.0.5 Financial Statement**

The proponent must be able to demonstrate a good record of performance and have sufficient financial resources to ensure that they can satisfactorily provide the services required herein.

Proponent shall submit a full and detailed presentation of the true condition of the proponent's assets, liabilities and net worth. The report should include a balance sheet and income statement. If the proponent is a new partnership or joint venture, individual financial statements must be submitted for each general partner or joint venture thereof. If firm is a publicly held corporation, the most current annual report should be submitted.

Any proponent who, at the time of submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the proponent under federal bankruptcy law or any state insolvency, may be declared non-responsive.

**3.0.6 Corporate Structure, Organization**

Describe how your firm is organized, noting major divisions and any parent/holding companies, as well as brief history of the firm and all personnel potentially to be involved in the project including all sub-consultants. Designate the Principal in Charge and other key personnel. Include résumés. Also provide a description of the experience your firm has had with similar processes.

**3.0.7 Proposal Fee (Under Separate Cover)**

Provide detailed basic fee structure and break-down of any other charges related to your firm's proposal. Finalist's fee structure may be subject to negotiation.

Please include a detailed list of all fees to be charged to the City out of auction proceeds. This should be a comprehensive list and included commissions, buyer's premium, vehicle maintenance or prep fees, and any other costs that are intended to be part of a final agreement with the City.

**3.0.8** The proposal must be submitted, typewritten on 8½" X 11" white paper and must be bound in a secure manner.

REQUEST FOR PROPOSALS (RFP)  
GENERAL AUCTION SERVICES – SURPLUS VEHICLES AND EQUIPMENT  
PUR 19-047

**3.0.9** Material and data not specifically requested for consideration, but which the proponent wishes to submit must not appear with the Proposal but may appear only in an “Additional Data” section. This has specific reference to the following types of data:

Generalized narrative of supplementary information; and  
Supplementary graphic material

**3.0.10** All proposals must be signed with the full name of the proponent, if an individual; by an authorized general partner, if a partnership; or by an authorized officer, if a corporation.

**3.0.11** When proposals are signed by an agent other than an officer of a corporation or a member of a general partnership, a power of attorney authorizing the signature must be submitted with the proposal.

**3.0.12** If the proposal is submitted by a partnership or joint venture, the Statement of Personal History attached to the Proposal must be completed by each general partner or joint venture thereof. If the proposal is submitted by a corporation, the Statement must be completed by each principal officer of said corporation.

**3.0.13** The original proposal must have wet ink signatures. Modification to a proposal after the proposal submittal deadline will not be accepted by the City.

**3.1 EVALUATION PROCEDURE AND CRITERIA**

The City is interested in selecting a qualified firm with the ability to provide GENERAL AUCTION SERVICES – SURPLUS VEHICLES AND EQUIPMENT. A key component for the successful firm will be the ability to meet the City ‘s performance desires while minimizing the cost.

The Evaluation Panel will consist of City of Stockton staff and any other person(s) designated by the City. Following review of the proposals, the Panel may invite one or more proponents to make an oral presentation. During these presentations, the proponent will be allowed to present such information as may be appropriate in order that the Panel can effectively and objectively analyze all materials and documentation submitted as part of the proposals.

Each firm must be represented by an individual who will be the prime contact person to the City and any other individuals whom the firm may select. The highest-rated proposal(s) will then be further scrutinized through financial analysis and reference checks.

To that end, the Panel will evaluate the proposals based on, but not limited to, the following criteria:

REQUEST FOR PROPOSALS (RFP)  
GENERAL AUCTION SERVICES – SURPLUS VEHICLES AND EQUIPMENT  
PUR 19-047

1. Proponent's ability to provide all services as outlined in the Scope of Services;
2. Related experience with similar projects, company background and personnel qualifications;
3. Proponent's Fee Schedule: completed and signed (under separate sealed cover);
4. Proponent's Agreement;
5. Non-Collusion Affidavit;
6. References;
7. Proximity of main facility to the City of Stockton;
8. Frequency of Auctions held;
9. Any other criteria as best suits the City of Stockton.

**3.2 PROPOSED DEVELOPMENT COSTS**

The cost of preparing and submitting a proposal is the sole responsibility of the proponent and shall not be chargeable in any manner to the City of Stockton.

**3.3 PROPONENT CONTACT**

Proponent shall provide the name, address, e-mail address and telephone number of an individual in their organization to whom notices and inquiries by the City should be directed as part of this proposal.

**3.4 CITY'S USE OF PROPOSAL MATERIAL**

All material submitted in or with the proposal shall become the property of the City, unless it is clearly marked as proprietary information. The City reserves the right to use any ideas presented in the proposals, without compensation paid to the Firm. Selection or rejection of the proposal shall not affect this right.

**3.5 REJECTION OF PROPOSAL**

The City reserves the right to reject any and all proposals submitted and to request additional information from the Proponent. The award will be made to the firm which, in the opinion of the City, is best qualified.

# PROPOSAL DOCUMENTS

- A) RFP – GENERAL AUCTION SERVICES – SURPLUS VEHICLES AND EQUIPMENT
- B) PUR 19-047
- C) JANUARY 9, 2020

COMPANY NAME: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

EMAIL: \_\_\_\_\_

REQUEST FOR PROPOSALS (RFP)  
GENERAL AUCTION SERVICES – SURPLUS VEHICLES AND EQUIPMENT  
PROJECT 19-047

**PROPONENT’S AGREEMENT**

In submitting this proposal, as herein described, the proponent agrees that:

1. They have carefully examined the Scope of Work and all other provisions of this document and understand the meaning, intent and requirements of same.
2. They will enter into contract negotiations and furnish the services specified.
3. They have signed and notarized the attached Non-Collusion Affidavit form, whether individual, corporate or partnership. Must be ‘A Jurat’ notarization.
4. They have reviewed all clarifications/questions/answers on the City’s website at [www.stocktonca.gov/adminbid](http://www.stocktonca.gov/adminbid) .
5. Confidentiality: Successful Proponent hereby acknowledges that information provided by the City of Stockton is personal and confidential and shall not be used for any purpose other than the original intent outlined in the Request for Proposal. Breach of confidentiality shall be just cause for immediate termination of contract agreement.

\_\_\_\_\_  
FIRM

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
SIGNED BY

\_\_\_\_\_  
TITLE OR AGENCY

\_\_\_\_\_  
TELEPHONE NO./FAX NO.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
E-MAIL ADDRESS

**NON-COLLUSION**

**No. 1 AFFIDAVIT FOR INDIVIDUAL PROPONENT**

**STATE OF CALIFORNIA,** \_\_\_\_\_ )ss.  
**County of** \_\_\_\_\_ )  
(insert)

\_\_\_\_\_ being first duly sworn, deposes and says: That on behalf of any person not named herein; that said Proponent has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation to put in a sham bid, or that such other person, firm or corporation shall or should refrain from bidding; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Proponent.

\_\_\_\_\_  
(Signature Individual Proponent)

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
by \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal \_\_\_\_\_

Signature \_\_\_\_\_

**No. 2 AFFIDAVIT FOR CORPORATION PROPONENT**

**STATE OF CALIFORNIA,** \_\_\_\_\_ )ss.  
**County of** \_\_\_\_\_ )  
(insert)

\_\_\_\_\_ being first duly sworn, deposes and says: That they are the \_\_\_\_\_ of \_\_\_\_\_ a corporation, which corporation is the party making the foregoing bid, that such bid is genuine and not sham or collusive, or made in the interest or behalf of any person not named herein; that said Proponent has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation to put in a sham bid, or that such other person, firm or corporation shall or should refrain from bidding; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Proponent.

\_\_\_\_\_  
(Signature Corporation Proponent)

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
by \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal \_\_\_\_\_

Signature \_\_\_\_\_

**No. 3 AFFIDAVIT FOR FIRM, ASSOCIATION, OR CO-PARTNERSHIP**

**STATE OF CALIFORNIA,** \_\_\_\_\_ )ss.  
**County of** \_\_\_\_\_ )  
(insert)

\_\_\_\_\_,  
each being first duly sworn, depose and say: That they are a member of the firm, association or co-partnership,  
designated as \_\_\_\_\_ who is the party making the foregoing bid; that the other partner, or partners, are \_\_\_\_\_ that such bid is genuine and not sham or collusive, or made in the interest or behalf of any person not named herein; that said Proponent has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation shall or should refrain from proposing; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Proponent.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
by \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal \_\_\_\_\_

Signature \_\_\_\_\_

**NOTE: The City of Stockton is now using the online insurance program PINS Advantage. Once you have been awarded a contract you will receive an email from the City's online insurance program requesting you to forward the email to your insurance provider(s).**

## **EXHIBIT A – INSURANCE REQUIREMENTS (for Professional Services)**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.  
***(Not required if Contractor provides written verification it has no employees)***
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Contractor's profession, with limit no less than **\$2,000,000** per occurrence or claim, \$2,000,000 aggregate. (If Claims-made, see below.)

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named insured; whichever is greater. No representation is made that the minimum insurance requirements of this agreement are sufficient to cover the obligations of the Contractor under this agreement.

### **Limits of Insurance**



The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

### **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

#### ***Additional Insured Status***

The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

#### ***Primary Coverage***

The Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.

#### ***Notice of Cancellation***

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the City of Stockton.**

#### ***Waiver of Subrogation***

Contractor hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the City of Stockton for all work performed by the Contractor, its employees, agents and subcontractors.

#### ***Self-Insured Retentions***

All Self-insured retentions must be disclosed to Risk Management for approval and shall not reduce the limits of liability. The City of Stockton may require the Contractor to

purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton.

### ***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Stockton.

### ***Claims Made Policies (note – applicable only to professional liability)***

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not ***replaced with another claims-made policy form with a Retroactive Date*** prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of contract work.

### ***Verification of Coverage***

Contractor shall furnish the City of Stockton with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City of Stockton Risk Services before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Contractor shall, prior to the commencement of work under this Agreement, provide the City of Stockton with a copy of its declarations page(s) and endorsement page(s) for each of the required policies.

### ***Subcontractors***

Contractors shall require and verify that all subcontractors, or other parties hired for this work, purchase and maintain coverage for indemnity and insurance requirements as least as broad as specified in this agreement to the extent they apply to the scope of the subcontractor's work with the same certificate of insurance requirements and naming as additional insureds all parties to this contract. Contractor shall include the following language in their agreement with Subcontractors: "*Subcontractors hired by Contractor agree to be bound to Contractor and City in the same manner and to the same extent as*

*Contractor is bound to City under the contract documents and provide a valid certificate of insurance and the required endorsements included in the agreement as proof of compliance prior to commencement of any work and to include this same requirement for any subcontractors they hire for this work. A copy of the owner contract document indemnity and insurance provisions will be furnished to the subcontractor upon request.”* Contractor shall provide proof of such compliance and verification to the City upon request.

### ***Special Risks or Circumstances***

City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

### ***Certificate Holder Address***

Proper address for mailing certificates, endorsements and notices shall be:

City of Stockton Attn: City Risk Services  
400 E Main Street, 3<sup>rd</sup> Floor – HR  
Stockton, CA 95202

**EXHIBIT B – CITY OF STOCKTON DISCRIMINATION AND HARRASSMENT POLICY**

**CITY OF STOCKTON, CALIFORNIA  
CITY MANAGER ADMINISTRATIVE DIRECTIVE**

<b>Subject:</b>  <b>DISCRIMINATION AND HARRASSMENT POLICY</b>	<b>Directive No. HR-15</b>	<b>Page No. 1 of 14</b>
	<b>Effective Date:</b>  <b>5/1/2015</b>	<b>Revised From:</b> <b>7/27/09</b> <b>4/6/09</b> <b>3/1/2010</b> <b>(see below)</b>

PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98  
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

**I. PURPOSE**

The purpose of this policy is to reaffirm the City's commitment to demonstrating respect for all individuals by strictly prohibiting discrimination and harassment, including sexual harassment in the workplace. This policy defines prohibited behavior and conduct, and sets forth a procedure for reporting, investigating and resolving complaints of discrimination, harassment, in the workplace, including retaliation and hostile work environment.

**II. POLICY**

- A. The City of Stockton prohibits any form of discrimination and/or harassment of any person based on race, religious creed, color, national origin, ancestry, military and veterans status, physical or mental disability, medical condition, genetic characteristics or information, denial of family and medical care leave, marital status, sexual orientation, sex (including gender, gender identity, gender expression, transgender, pregnancy, childbirth and breastfeeding), political affiliation, age (40 and older), concerted labor activity, or any other category or attribute consistent with state or federal law. All such discrimination and harassment is unlawful and shall not be tolerated. In addition, under the federal Affordable Care Act (ACA), the City of Stockton prohibits discrimination and/or harassment, or retaliation against an employee who obtains coverage, receives a tax credit or subsidy through the Health Care "Market Place" or "Exchange."
- B. It is an unlawful employment practice to discriminate against or to harass an unpaid intern or volunteer on the basis of any legally protected classification unless an exception applies, such as a bona fide occupational qualification.
- C. The City will neither tolerate nor condone discrimination and/or harassment of employees by managers, supervisors, co-workers, or non-employees with whom City employees have a business service, or professional relationship.
- D. All City employees and non-employees share a responsibility to assist in

**CITY OF STOCKTON, CALIFORNIA  
CITY MANAGER ADMINISTRATIVE DIRECTIVE**

<b>Subject:</b>  <b>DISCRIMINATION AND HARASSMENT POLICY</b>	<b>Directive No. HR-15</b>	<b>Page No. 2 of 14</b>
	<b>Effective Date:</b>  <b>5/1/2015</b>	<b>Revised From:</b> <b>7/27/09</b> <b>4/6/09</b> <b>3/1/2010</b> <b>(see below)</b>

PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98  
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

maintaining an employment environment free of discrimination and harassment. This policy applies to all aspects of City employment, including, but not limited to, hiring, reassignment, placement, promotion, employment action, disciplinary action, layoff, reemployment, transfer, leave of absence, compensation and benefits, training; or other terms of treatment of that person in an unpaid internship, or another limited duration program to provide unpaid work experience for that person, or the harassment of an unpaid intern or volunteer.

- E. All allegations of discrimination and/or harassment shall be investigated immediately by the City, in accordance with this policy. If it is determined that any prohibited activity has occurred, remedial action shall be taken. Such action may include discipline up to and including discharge. In addition, under applicable law, individual supervisors and employees may be subject to personal liability and/or punitive damages in any litigation arising as a result of such conduct.
- F. All new hires shall attend harassment awareness training, and supervisors and managers shall attend harassment awareness and prevention training for supervisors every two years.
- G. The City of Stockton prohibits retaliation against any employee or non-employee by another employee, non-employee, supervisor, or manager for reporting, filing, testifying, assisting or participating in any manner in any investigation, proceeding, or hearing conducted by the employer or a federal or state enforcement agency.
- H. This policy applies to all officials, employees, volunteers, unpaid interns, agents, or contractors of the City.
- I. This policy shall be administered by the Director of Human Resources.

**CITY OF STOCKTON, CALIFORNIA  
CITY MANAGER ADMINISTRATIVE DIRECTIVE**

<b>Subject:</b>  <b>DISCRIMINATION AND HARASSMENT POLICY</b>	<b>Directive No. HR-15</b>	<b>Page No. 3 of 14</b>
	<b>Effective Date:</b>  <b>5/1/2015</b>	<b>Revised From:</b> <b>7/27/09</b> <b>4/6/09</b> <b>3/1/2010</b> <b>(see below)</b>

PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98  
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

**III. DEFINITION AND EXAMPLES OF DISCRIMINATION AND HARASSMENT**

- A. "Discrimination," as used in this policy, is any action, behavior, practice, or process that is intended to deny, or results in the denial of, employment rights, privileges, or benefits because of a person's race, religious creed, color, national origin, ancestry, military and veterans status, physical or mental disability, medical condition, genetic characteristics or information, denial of family and medical care leave, marital status, sexual orientation, sex (including gender, gender identity, gender expression, transgender, pregnancy, childbirth and breastfeeding), political affiliation, age (40 and older), concerted labor activity, or any other prohibition identified under state and federal law. The following are examples of conduct that may constitute discrimination:
1. Soliciting applications from a source where all or most of potential workers are of the same race or color.
  2. Considering a person's gender as the basis for differences in pay, work assignments, performance evaluations, training, discipline, or any other area of employment; and
  3. Questioning a job applicant about the existence, nature and severity of a disability.
- B. "Harassment," as used in this policy, consists of any conduct affecting another person because of his or her race, religious creed, color, national origin, ancestry, military and veterans status, physical or mental disability, medical condition, genetic characteristics or information, denial of family and medical care leave, marital status, sexual orientation, sex (including gender, gender identity, gender expression, transgender, pregnancy, childbirth and breastfeeding), political affiliation, age (40 and older), concerted labor activity, or any other category or attribute identified under state and federal law when such conduct has the purpose or the effect of: (1) creating an intimidating, hostile or offensive work environment; (2) unreasonably interfering with the employee's or non-employee's work performance; or (3)

**CITY OF STOCKTON, CALIFORNIA  
CITY MANAGER ADMINISTRATIVE DIRECTIVE**

<b>Subject:</b>  <b>DISCRIMINATION AND HARASSMENT POLICY</b>	<b>Directive No. HR-15</b>	<b>Page No. 4 of 14</b>
	<b>Effective Date:</b>  <b>5/1/2015</b>	<b>Revised From:</b> <b>7/27/09</b> <b>4/6/09</b> <b>3/1/2010</b> <b>(see below)</b>

PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98  
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

otherwise adversely affecting an employee's or non-employee's employment opportunities.

Harassment may take many forms, including, but not limited to, the following examples:

1. Verbal Harassment: Epithets, derogatory and offensive comments or slurs based on race, religion, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, medical condition, gender, sexual orientation, political affiliation, age, or any other category or attribute identified under state and federal law.
  2. Physical Harassment: Assault, impeding or blocking movement that results in the physical interference with normal work or movement on the basis of race, religion, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, medical condition, gender, sexual orientation, political affiliation, age, or any other category or attribute identified under state and federal law.
  3. Visual Harassment: The displaying of posters, photography, notices, bulletins, e-mails, cartoons or drawings with derogatory and offensive content based on race, religion, color, national origin, ancestry, physical or mental disability, marital status, pregnancy, medical condition, gender, sexual orientation, political affiliation, age, or any other category or attribute identified under state and federal law.
- C. "Sexual harassment," as used in this policy, is a subcategory of harassment, and is specifically defined by law as unwanted sexual advances, requests for sexual favors or visual, verbal or physical conduct of a sexual nature when:
1. Submission to such conduct is made a term or condition of employment; or
  2. Submission to or rejection of such conduct is used as a basis for employment decisions affecting the individual; or

**CITY OF STOCKTON, CALIFORNIA  
CITY MANAGER ADMINISTRATIVE DIRECTIVE**

<b>Subject:</b>  <b>DISCRIMINATION AND HARASSMENT POLICY</b>	<b>Directive No. HR-15</b>	<b>Page No. 5 of 14</b>
	<b>Effective Date:</b>  <b>5/1/2015</b>	<b>Revised From:</b> <b>7/27/09</b> <b>4/6/09</b> <b>3/1/2010</b> <b>(see below)</b>

PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98  
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

3. Such conduct has the purpose or effect of unreasonably interfering with an employee's or non-employee's work performance or creating an intimidating, hostile or offensive working environment because of the persistent, severe or pervasive nature of the conduct.

Examples of Sexual Harassment include, but are not limited to the following:

- a. Unwelcome sexual overtures or propositions.
- b. Offering employment benefits or status in exchange for sexual favors.
- c. Making or threatening retaliation after a negative response to sexual advances.
- d. Visual conduct such as leering, making sexual gestures, displaying sexually suggestive objects or pictures, cartoons, calendars or posters.
- e. Verbal conduct such as using epithets or slurs, telling sexually explicit jokes, or making derogatory or suggestive comments about a person's body or dress.
- f. Written communications of a sexual nature distributed in hard copy, soft copy or via a computer network.
- g. Verbal abuse of a sexual nature, graphic verbal commentary about an individual's body, sexually degrading words to describe an individual, suggestive or obscene letters, notes or invitations.
- h. Physical conduct such as touching, assaulting, impeding or blocking movements.



**CITY OF STOCKTON, CALIFORNIA  
CITY MANAGER ADMINISTRATIVE DIRECTIVE**

<b>Subject:</b>  <b>DISCRIMINATION AND HARASSMENT POLICY</b>	<b>Directive No. HR-15</b>	<b>Page No. 6 of 14</b>
	<b>Effective Date:</b>  <b>5/1/2015</b>	<b>Revised From:</b> <b>7/27/09</b> <b>4/6/09</b> <b>3/1/2010</b> <b>(see below)</b>

PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98  
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

- i. Retaliation for making harassment reports or threatening to report harassment.

**D. Affordable Care Act (ACA) Anti-Retaliation**

Pursuant to section §1558 of the Affordable Care Act, the City prohibits discrimination or retaliation towards any employee who:

1. Receives a health insurance tax credit or subsidy through the Health Care "Marketplace" or "Exchange", by which can trigger a penalty payable by the employer;
2. Reports potential violations of protections afforded under Title I of the Act, which provides guaranteed availability protections among other things;
3. Testifies in a proceeding concerning such violation;
4. Assists or participates in a proceeding concerning a violation; or
5. Objects to, or refuses to participate in, any activity, policy, practice, or assigned task that the employee reasonably believes to be in violation of any provision of the Title I of the Act.

An employee who believes that he or she has been discharged or otherwise discriminated against in violation of section §1558 of the Affordable Care Act may seek relief in accordance with the procedures, notifications, burdens of proof, remedies, and statutes of limitation set forth in section 2087(b) of title 15, United States Code.

**IV. REPORTING AND COMPLAINT PROCEDURES**

**A. Immediate Action Required**

The City's reporting and complaint procedures provide for an immediate, thorough and objective investigation of discrimination or harassment claims, appropriate disciplinary action taken against any person found to have engaged in prohibited behavior, and appropriate alternative remedies to any

**CITY OF STOCKTON, CALIFORNIA  
CITY MANAGER ADMINISTRATIVE DIRECTIVE**

<b>Subject:</b>  <b>DISCRIMINATION AND HARASSMENT POLICY</b>	<b>Directive No. HR-15</b>	<b>Page No. 7 of 14</b>
	<b>Effective Date:</b>  <b>5/1/2015</b>	<b>Revised From:</b> <b>7/27/09</b> <b>4/6/09</b> <b>3/1/2010</b> <b>(see below)</b>

PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98  
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

employee or non-employee subject to discrimination or harassment. To accomplish this, such incidents must be reported immediately to a supervisor or manager.

1. Employee's and Non-Employee's Responsibilities when Subjected to Discrimination and/or Harassment

- a. Employees or non-employees who believe they have been subjected to discrimination or harassment, or are aware of discrimination or harassment against others, shall report the situation immediately to his/her supervisor or manager, except as specified in subsection (b), below. Employees and non-employees shall report any such incidents occurring in the workplace, whether committed by coworkers, supervisors or managers, or third persons doing business with the City, such as customers or vendors, or other non-employees. If comfortable doing so, an employee or non-employee who has a complaint of discrimination or harassment is encouraged to directly inform the person(s) engaging in the behavior that such conduct is offensive and insist the behavior to stop.
- b. Employees and non-employees must immediately contact a supervisor or manager to register a complaint of discrimination or harassment, unless that supervisor or manager is the individual engaging in the unwanted behavior. In that case, the employee or non-employee may contact someone at the next supervisory level. If the employee or non-employee feels uncomfortable dealing directly with his or her immediate supervisor or manager, he or she may contact the department head, or the Director of Human Resources (or either of their designees) to register a complaint of discrimination or harassment.
- c. Employees and non-employees may file a formal complaint of harassment or discrimination with their department head or

**CITY OF STOCKTON, CALIFORNIA  
CITY MANAGER ADMINISTRATIVE DIRECTIVE**

<b>Subject:</b>  <b>DISCRIMINATION AND HARASSMENT POLICY</b>	<b>Directive No. HR-15</b>	<b>Page No. 8 of 14</b>
	<b>Effective Date:</b>  <b>5/1/2015</b>	<b>Revised From:</b> <b>7/27/09</b> <b>4/6/09</b> <b>3/1/2010</b> <b>(see below)</b>

PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98  
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

with Human Resources. To assist the City in conducting a thorough investigation, complaints shall be submitted in writing and shall include specific details of the incident(s), the names of the individuals involved, the names of any witnesses, and any documentary evidence (notes, pictures, cartoons, etc.) that will corroborate the allegations.

- d. Employees and non-employees shall immediately report any retaliation to a supervisor, manager, department head or Director of Human Resources (or designee). All retaliation complaints shall be immediately, objectively and thoroughly investigated in accordance with the investigation procedures. If a report of retaliation is substantiated, appropriate disciplinary action, up to and including discharge shall be taken.

2. Supervisor's or Manager's Responsibilities to Eliminate Discrimination and/or Harassment

- a. A supervisor or manager is responsible for enforcing the City's discrimination and harassment policy. Supervisors or managers must ensure that all employees and non-employees are aware of the City's policy through open discussion of the policy at staff meetings and by posting the policy in a conspicuous location accessible to all staff members.
- b. A supervisor or manager shall be cognizant of employees' and non-employees' behavior and shall not permit any employee or non-employee under their supervision to be subjected to or engage in any conduct prohibited by this policy.
- c. A supervisor or manager who observes conduct prohibited by this policy shall immediately direct the employee or non-employee to cease the conduct.

**CITY OF STOCKTON, CALIFORNIA  
CITY MANAGER ADMINISTRATIVE DIRECTIVE**

<b>Subject:</b>  <b>DISCRIMINATION AND HARASSMENT POLICY</b>	<b>Directive No. HR-15</b>	<b>Page No. 9 of 14</b>
	<b>Effective Date:</b>  <b>5/1/2015</b>	<b>Revised From:</b> <b>7/27/09</b> <b>4/6/09</b> <b>3/1/2010</b> <b>(see below)</b>

PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98  
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

d. A supervisor or manager who receives a complaint of prohibited conduct is required to take the complaint seriously, and report the matter immediately to the department head; be supportive of the complainant; ensure there is no retaliation against the complainant; conduct an internal fact-finding review into the allegations; obtain as much detailed information as possible; thoroughly document the findings; communicate in written form to the parties the resolution of the complaint; and report to and consult with the Human Resources Department promptly, without delay.

B. Confidentiality. The City will make every effort to protect the privacy and confidentiality of all parties involved, as well as any information and/or documentation obtained, to the extent possible consistent with a thorough investigation.

C. Penalty for Non-Compliance. The City shall take disciplinary action, up to and including discharge, against any supervisor or manager who fails in his/her responsibility to take immediate action in response to an employee's or non-employee's complaint of discrimination or harassment. Further, such disciplinary action shall be taken against a supervisor or manager who fails to stop discriminatory or harassing conduct committed in his/her presence or to stop such conduct about which the supervisor or manager has knowledge.

**V. INVESTIGATION PROCEDURES**

A. Determination of Responsibility for Investigation

If a formal complaint is filed with the department head or the Director of Human Resources (or either of their designees), the department head and the Director of Human Resources shall consult with one another to determine whether the department or Human Resources shall conduct the fact-finding investigation into the allegations. Either the department head or the Director of Human Resources (or either of their designees), depending on who is

**CITY OF STOCKTON, CALIFORNIA  
CITY MANAGER ADMINISTRATIVE DIRECTIVE**

<b>Subject:</b>  <b>DISCRIMINATION AND HARASSMENT POLICY</b>	<b>Directive No. HR-15</b>	<b>Page No. 10 of 14</b>
	<b>Effective Date:</b>  <b>5/1/2015</b>	<b>Revised From:</b> <b>7/27/09</b> <b>4/6/09</b> <b>3/1/2010</b> <b>(see below)</b>

PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98  
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

responsible for the investigation, shall issue written notification to the complainant and alleged harasser(s). The notification shall specify the nature of the complaint, and inform the parties that an investigation into the allegations of discrimination and/or harassment shall be conducted.

**B. Investigative Guidelines**

The investigation shall include the following steps taken in the order best suited to the circumstances:

1. Identify and preserve the evidence.
2. Confirm the name and position of the complainant. Interview the complainant.
3. Allow the complainant the opportunity to place the complaint in writing.
4. Obtain the identity of the alleged harasser(s).
5. Obtain as many details as possible regarding the incident(s) that prompted the complaint, including the number of occurrences, dates, times, locations, and witnesses (if applicable).
6. Ascertain how the complainant felt about the alleged incident when it occurred; complainant's response(s) to the alleged behavior; and witness statements (if applicable).
7. Ascertain if any threats or promises were made in connection with the alleged harassment.
8. Ascertain if the complainant knows of or suspects that there are other victims of harassment by the same person(s).
9. Ascertain whether the complainant has spoken to anyone, especially

**CITY OF STOCKTON, CALIFORNIA  
CITY MANAGER ADMINISTRATIVE DIRECTIVE**

<b>Subject:</b>  <b>DISCRIMINATION AND HARASSMENT POLICY</b>	<b>Directive No. HR-15</b>	<b>Page No. 11 of 14</b>
	<b>Effective Date:</b>  <b>5/1/2015</b>	<b>Revised From:</b> <b>7/27/09</b> <b>4/6/09</b> <b>3/1/2010</b> <b>(see below)</b>

PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98  
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

supervisors, about the harassment.

10. Ascertain what resolution would be acceptable to the complainant.
11. Interview the alleged harasser to get his or her side of the story, including any possible motivation for a false allegation.
12. Interview witnesses who were identified by the complainant regarding the alleged harasser or other persons identified during the investigation.
13. Interview witnesses who were identified by the alleged harasser or other persons identified during the investigation.
14. Advise all participants that the investigation is "confidential" and not to engage in any retaliatory conduct, as such conduct is subject to disciplinary action up to and including discharge. Confidentiality will be maintained to the extent possible. An individual who is interviewed during the course of an investigation is prohibited from discussing the substance of the interview, except as otherwise directed by a supervisor or the Director of Human Resources. Any individual who discusses the content of an investigatory interview will be subject to discipline or other appropriate sanction.
15. Conduct follow-up interviews, if warranted.
16. Prepare report of findings and discuss with management and designated legal staff.

**VI. RESPONDING TO THE COMPLAINT**

- A. Following the completion of the fact-finding investigation, either the department head or the Director of Human Resources (or either of their designees), depending on who is responsible for the investigation, shall

**CITY OF STOCKTON, CALIFORNIA  
CITY MANAGER ADMINISTRATIVE DIRECTIVE**

<b>Subject:</b>  <b>DISCRIMINATION AND HARASSMENT POLICY</b>	<b>Directive No. HR-15</b>	<b>Page No. 12 of 14</b>
	<b>Effective Date:</b>  <b>5/1/2015</b>	<b>Revised From:</b> <b>7/27/09</b> <b>4/6/09</b> <b>3/1/2010</b> <b>(see below)</b>

PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98  
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

make a report of findings, along with a recommendation regarding the appropriate remedial action to be taken, if warranted. The recommendation shall be made after reviewing the findings of the investigation, giving consideration to all factual information, the nature of the alleged conduct, and the totality of the circumstances. If the investigation was conducted by the Director of Human Resources, or designee, the Director, or designee, shall confer with the affected department head and both shall concur on the remedial action to be taken, if any. If the investigation was conducted by the department head, the department head shall confer with the Director of Human Resources prior to making the report of findings and both shall concur on the remedial action to be taken, if any.

- B. If either the department head or the Director of Human Resources does not concur with the findings and recommendation of the other, the City Attorney (or designee) shall review and resolve the matter in dispute.
- C. Report of findings and recommendation shall be treated as a confidential document and no other distribution shall be made without first consulting with the City Attorney's Office. A completed investigation report will not be disclosed, except as it is deemed necessary to support a disciplinary action, to take remedial action, to defend the City in adversarial proceedings, or to comply with the law or court order.
- D. Either the department head or the Director of Human Resources (or either of their designees), depending on who is responsible for the investigation shall provide a written response to the complainant and the person alleged to have committed the misconduct, discrimination and/or harassment. The response shall include a copy of the City's discrimination and harassment policy and a memorandum indicating the City's determination as to whether the complaint is:
  - 1. Unsustained: The investigation failed to disclose sufficient evidence to substantiate the allegation(s).
  - 2. Unfounded: The investigation proved that the act(s) or omission(s)

**CITY OF STOCKTON, CALIFORNIA  
CITY MANAGER ADMINISTRATIVE DIRECTIVE**

<b>Subject:</b>  <b>DISCRIMINATION AND HARASSMENT POLICY</b>	<b>Directive No. HR-15</b>	<b>Page No. 13 of 14</b>
	<b>Effective Date:</b>  <b>5/1/2015</b>	<b>Revised From:</b> <b>7/27/09</b> <b>4/6/09</b> <b>3/1/2010</b> <b>(see below)</b>

PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98  
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

complained of did not occur. The finding also applies when the individual employee(s) named in the complaint were not involved in the act(s) or omission(s) alleged.

3. Sustained: The investigation disclosed sufficient evidence to substantiate the allegation(s) made in the complaint; appropriate action will be taken.
- E. Details regarding any specific fact-findings or disciplinary action to be taken will not be communicated to the complainant. The City Attorney shall review the response for legal sufficiency before dissemination.
- F. The City shall close and retain the investigation file, in accordance with applicable laws, regulations, and City policy regarding retention of City records.

**VII. DISCIPLINE**

Disciplinary action imposed as a result of any investigation conducted pursuant to this policy shall be commensurate with the severity of the offense, up to and including discharge, even for a first offense.

**VIII. ALTERNATIVE REMEDIES**

If upon exhausting all internal remedies to file, investigate, and respond to a charges of discrimination/harassment, pursuant to title VII of the Federal Civil Rights Act of 1964 (42 U.S.C §§ 2000e *et seq.*), any person has a right to file a charge of discrimination/harassment with the Equal Employment Opportunity Commission ("EEOC"). In addition, pursuant to the California Fair Employment and Housing Act (Gov. Code §§ 12900 – 12996.) a person may also file a complaint of discrimination/harassment with the California Department of Fair Employment and Housing ("DFEH"). Employees or non-employees who believe that they have been subjected to discrimination/harassment may file a complaint with either of these



**CITY OF STOCKTON, CALIFORNIA  
CITY MANAGER ADMINISTRATIVE DIRECTIVE**

<b>Subject:</b>  <b>DISCRIMINATION AND HARASSMENT POLICY</b>	<b>Directive No. HR-15</b>	<b>Page No. 14 of 14</b>
	<b>Effective Date:</b>  <b>5/1/2015</b>	<b>Revised From:</b> <b>7/27/09</b> <b>4/6/09</b> <b>3/1/2010</b> <b>(see below)</b>

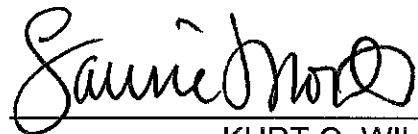
PER-015 (Sexual Harassment in the Workplace) revised from 10/21/94, 5/1/95, 1/1/98  
PER-037 (Sexual Harassment Investigative Procedures) revised from 2/15/93

agencies. Both the EEOC and DFEH serve as neutral fact-finders and attempt to assist parties in resolving disputes voluntarily.

**IX. COMMUNICATION OF POLICY**

This policy shall be provided to all managers, supervisors, employees, volunteers, unpaid interns, agents or contractors of the City and shall be posted in the appropriate places. All employees shall participate in City approved harassment awareness training as directed by management or Human Resources; and all supervisors, as required by law, shall participate in City approved interactive harassment awareness training and education sessions at least once every two years, or as otherwise specified by law.

APPROVED:



KURT O. WILSON  
CITY MANAGER

## **EXHIBIT C – SAMPLE CONTRACT**

(Reserved to be provided as an Addendum to this RFP and released on Bid Flash  
before 1/2/20)