

**REQUEST FOR PROPOSAL
RFP # 12-06**

Offsite Vehicle/Equipment Auction Services

DUE DATE: Tuesday, July 24, 2012 at or before 3:00
PM PDT

San Joaquin County
Purchasing and Support Services
44 N. San Joaquin Street, Suite 540
Stockton, CA 95202-2931

BUYER: Jon Drake. 209-468-3240. jdrake@sjgov.org

KEY ACTION EVENTS AND DATES

Listed below are the events and dates for this RFP. All dates are subject to revision.

<u>Event No.</u>	<u>Description</u>	<u>Date</u>
1.	Release of RFP	<u>June 29, 2012</u>
2.	Last day for Proposers to submit questions	<u>July 10, 2012</u>
3.	Last day for County to answer questions	<u>July 17, 2012</u>
4.	Proposal (1 original and 4 copies) is due by	<u>July 24, 2012, 3:00 PM PDT</u>
5.	Award (if any)	TBD

Contractor's agent to Contractor's site. Payment to County will be made within ten (10) working days of notice by County.

Contractor shall provide auction space at no cost to the County. Contractor shall have adequate space for large trucks and oversize equipment. Contractor shall physically arrange property prior to the auction date.

Contractor shall have an auction facility, available for inspection by County personnel. Contractor's facilities shall be adequately and comfortably sized, appropriate by typical professional auction facility business standards, accommodating the public in a safe and pleasant manner, including parking, registration, payment processing, customer service, and treatment. All County vehicles and equipment in a given auction held at the Contractor's facility, shall be displayed and sold at the same facility. Contractor shall provide access at any time to authorized County employees to the secured storage area and to Contractor's auction sales to monitor and record bid prices. Contractor shall be responsible for providing security for all vehicles and equipment. Contractor shall be insured for all liability.

Contractor shall be responsible for furnishing and maintaining all material/supplies and equipment necessary to fulfill this Contract and to accomplish an acceptable and professional level of service. The purchase of all equipment to provide the needed services is the responsibility of the Contractor.

Contractor shall abide by requirements of California Civil Code 1812.607 for posting of signs with proper statutes, regulations, etc. Contractor, their employees, officers, and agents shall not be authorized to bid on County property when it is auctioned.

Contractor shall post or distribute to the audience the terms and conditions, restrictions, and procedures whereby goods will be sold at the auction. Contractor shall advise the bidder of known defective conditions of any vehicle and/or equipment offered for sale before offering the vehicle and/or equipment for auction.

2. VEHICLE AUCTIONS

For vehicles, Contractor may be requested to provide safety and smog inspections pursuant to the California Vehicle Code. County reserves the right to perform safety and smog inspections prior to releasing vehicle to auctioneer. If requested to perform a smog inspection, Contractor shall provide smog certificates or other certifications required by federal, state or local laws, rules, regulations and ordinances. Contractor shall notify the County Fleet Services staff if a vehicle does not pass the smog test. Contractor shall provide the County with estimated cost of repair in order for vehicle to pass the smog test. The County may, at their option, have Contractor repair vehicle or authorize the sale of vehicle with a Bill of Sale and without title, to dealers only.

If the County requests repair of the vehicle, repairs shall be at the hourly rates as specified in this proposal. Contractor's mechanical repair labor rate billed to County shall not exceed the Motor Parts and Time Guide allowance. Replacement parts, if applicable, shall be billed at Contractor's invoice cost plus three (3) percent. Repair work or replacement parts, if requested, shall meet or exceed Original Equipment Manufacturer's (OEM) specifications. Repair work, if requested, shall be completed within three (3) working days of County's request unless additional time is approved by the County. All repair work shall be approved by the County.

Costs for safety and smog inspections and repairs shall be deducted from the net proceeds of that particular vehicle, and shall be itemized on auctioneer's records to the County. It is very important that costs associated with each vehicle be itemized and be deducted from the net proceeds of that vehicle.

County vehicles that do not pass the smog test, which had problems identified during the safety check and were not repaired, are considered wrecked, salvaged, or rebuilt, and are to be sold "AS IS" with a bill of sale and without title, to dealers only. Contractor shall clearly label and identify such vehicles with signs in the windows. Contractor shall advise bidders of the above prior to accepting bids.

Contractor shall remove County "E" plates and seals or identification markings. Contractor to return any removed "E" plates to County.

shall transmit and is accountable to the appropriate governmental agencies for any and all taxes and fees, which are due such governmental agencies.

7. VEHICLE TITLE

County agrees to furnish title for all County-owned vehicles, and copies of court orders for forfeiture vehicles sold in the auction. All titles/documents are to be on-hand the day of the sale. Contractor shall furnish the successful bidder at the point of sale with the following items, as applicable:

- a. Bill of Sale
- b. Title (Pink Slip)
- c. Smog Certificate
- d. Safety Inspection
- e. A Certified Weight Slip (if applicable)

8. RECORDS

Contractor shall furnish County with complete written records of all sales transactions and make full payment to County at the accepted bid prices for all items sold within ten (10) working days after the auction or sale. Contractor is authorized to publish and record a "Notice of Intention to Sell at Public Auction Sale" where appropriate, in accordance with the California Commercial Code - Bulk Transfers, California Uniform Commercial Code Sections 6105 and following.

Contractor is required to provide the following records at time of payment to the County to ensure receipt and disposition of all property it sells for the County:

1. Detailed consignment sales re-cap sheet containing property description, lot/VIN number, sales price, and bidder number.
2. Complete bidder list including name, address, and bidder number.
3. Sheets produced during an auction which record the item, sale price, and bidder number.
4. A list of unsold items. Contractor shall receive specific directions from the County with respect to unsold merchandise at the end of each auction.
5. Evidence of advertising (the catalog or brochure that contains the items for the respective auction).
6. For vehicle auctions, the following documents:
 - a. Completed original "Notice of Release of Liability" DMV document
 - b. Completed copy of "Vehicle/Vessel Transfer Form" DMV document

9. TAXES

Contractor shall be responsible for the collection of any and all payments, including sales taxes, required as part of any sale and/or auction.

10. PERMITS OR LICENSES

Contractor shall, in addition to being a licensed auctioneer or auction company, obtain any and all permits and/or licenses required to conduct its auction and/or engage in the business of operating an auction house.

Contractor shall maintain all current and valid licenses or permits required to conduct the sale of all items brought to auction or sale.

3. Employer's Liability: \$1,000,000 per bodily injury or disease.

Deductibles and Self-Insured Retentions:

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The County, its officers, officials, employees, agents and volunteers are to be covered as insured regarding: liability arising out of work or operations performed by or on behalf of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations of the scope of protection afforded to the County, its officers, officials, employees, agents or volunteers.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees.
3. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled except after 30 days' prior written notice has been given to the County.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Verification of Coverage

Contractor shall furnish the County with certificates of insurance and original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the County before work commences.

The County reserves the right to consider reasonable alternative methods of insuring the contract in lieu of the insurance policies required by the above-stated Insurance Requirements. It will be the Proposer's responsibility to recommend to the County alternative methods of insuring the contract. Any alternatives proposed by the Proposer should be accompanied by a detailed explanation regarding the Proposer's inability to obtain insurance coverage as described above. The County shall be the sole and final judge as to the adequacy of any substitute form of insurance coverage.

2. Your proposed commission stated as a % of sales for all types of equipment and any other fees, including transportation costs. Fees charged to buyers must also be disclosed in this document, including auction entry fees, fixed transaction fees, and buyer and seller commission rates. (This is to be submitted in a separate sealed envelope.)
3. A list of at least 3 similar government agencies that have used your firm for similar auction services within the last three (3) years, including name/address/phone/e-mail contact information.
4. If you had a similar business under a different business name within the last five (5) years, please provide that business name.

Overall responsiveness to the Request For Proposals is an important factor in the evaluation process. Evaluation of the proposals is expected to be completed within 45 days after their receipt. The best price proposal will not necessarily be selected, and technical proposals will be weighed more heavily than cost to insure that the County is procuring a best value provider.

The criteria to be used in the evaluation of proposals will include responsiveness to the above. The following will also be considered:

Overall responsiveness to the Request for Proposal. Proposals must be neat, complete, and fully address technical, cost, vendor qualification, reference, and evaluation concerns.

Fee structure, demonstrated net revenue potential to County.

References.

Optional site visit and facility observation. This visit may be unannounced.

Comprehensiveness and effectiveness of public auction sales techniques based upon provided descriptions and history.

Adequacy of proposed records management and reporting, and timeliness of proposed remittance.

Proximity to County so as to reduce delivery costs and allow County area citizens to attend.

Other criteria that may be determined by County.

4. SAN JOAQUIN COUNTY GREEN PURCHASING POLICY:

San Joaquin County has a Green Purchasing Policy, please click on the link to view.

<http://www.sjgov.org/SupportServ/dynamic.aspx?id=10128>

5. SUBMITTAL FORMAT

A. Forms to be included in your response are listed below:

- 1) Identification Sheet
- 2) W-9
- 3) Licenses / Certifications as required
- 4) References
- 5) Addendum(s)

Vendors are to indicate acknowledgement, sign, and return Addendum(s) with their response. The County reserves the right to reject any responses deemed to be non-responsive.

6. SPECIFICATION CHANGES:

The County may, during the proposal period, advise the Proposer in writing of additions, omissions, or alterations in the specifications. Changes shall be included in the RFP and become part of the specifications as if originally submitted.

8. AMENDMENTS:

No one is authorized to amend this proposal in any respect, by an oral statement, or to make any representation or interpretation in conflict with the provisions of this RFP. If necessary, supplementary information in addendum form will be prepared and posted on the "Purchasing Open Proposals" website. It is the Proposer's responsibility to obtain, sign and submit all addendum(s) for the RFP at:

<http://www.sjgov.org/supportserv/Control/PurchasingProposals.asp>

Failure of Proposer to not submit signed addendum(s) with their proposal may be cause for rejection.

Any exceptions taken to this RFP shall be clearly stated in writing.

9. RFP WITHDRAWAL:

Any Proposer may withdraw their proposal, either personally or by written request, at any time **prior** to the date and time due.

10. RIGHT TO REJECT PROPOSALS:

San Joaquin County reserves the right to reject any and all proposals, or any part of a proposal; to waive minor defects or technicalities; or to solicit new proposals on the same project or modified project, which may include portions of the original RFP document, as the County may deem necessary and in its best interest. False, incomplete or unresponsive statements in connection with a submitted proposal may be sufficient cause for rejection. The County will be the sole judge in making such determinations.

COOPERATIVE / PIGGYBACK CLAUSE

For the term of the Contract and any mutually agreed extensions pursuant to this request for proposals/proposals, **at the option of the vendor**, other public agencies or public corporations, including any county, County, town, school district, community college, public utility district or other public corporation or agency within the State of California, may purchase, lease-purchase, or rent the identical items(s) at the same price and upon the same terms and conditions pursuant to any applicable Public Contract or other relative legal Code.

San Joaquin County waives its right to require such other districts and offices to draw their warrants in the favor of the County and agreements, orders, and payments may be made directly between the vendor and the public agency/corporation.

Acceptance or rejection of this clause will not affect the outcome of the proposal/proposal.

Piggyback option granted _____

(Vendor please initial)

Piggyback option not granted _____

REFERENCES

SIMILAR CONTRACTS PERFORMED: List below contracts under which the Proposer has provided similar services during the past three (3) years.

Proposer's financial stability, technical and support capabilities will be verified through reference checking, which may include site visits and contact with other clients or vendors.

FIRM NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

CONTACT PERSON: _____

DATE OF CONTRACT: _____ through _____

FIRM NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

CONTACT PERSON: _____

DATE OF CONTRACT: _____ through _____

FIRM NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

CONTACT PERSON: _____

DATE OF CONTRACT: _____ through _____

Submittal of Proposals



Sealed Proposals will be received at the Office of the Purchasing Agent at 44 N. San Joaquin Street, Suite 540, Stockton, CA 95202-2930, until **Tuesday July 24th, 2012 at 3pm PDT.**

ALL PROPOSALS SHALL BE ADDRESSED AS FOLLOWS:

Request for Proposal **RFP # 12-06**
Purchasing Agent
County of San Joaquin
44 N. San Joaquin Street, Suite 540
Stockton, CA 95202-2931

The Proposal envelope shall have stated thereon the name and address of the submitting Contractor.

PROPOSALS WILL NOT BE ACCEPTED AFTER **Tuesday July 24th, 2012 at 3pm PDT.** ALL PROPOSALS RECEIVED AFTER SAID TIME AND DATE WILL BE TIME-STAMPED AND RETURNED UNOPENED TO THE SUBMITTER.

THE COUNTY WILL NOT ACCEPT PROPOSAL RESPONSES SUBMITTED BY FAX OR EMAIL.

EXHIBIT A
"SAMPLE CONTRACT"



INDEPENDENT CONTRACTOR AGREEMENT

SAN JOAQUIN COUNTY

CONTRACT ID#

Contract Amount \$

PARTIES:	COUNTY:	County of San Joaquin Purchasing & Support Services 44 N. San Joaquin Street Suite 540 Stockton, CA 95202-2931
	With copies to:	County of San Joaquin
	CONTRACTOR:	Name Address City Contact Name Contact Phone # Contact Email:

This Agreement is made and entered into this _____ day of _____, 2011_____, by and between _____, an Independent CONTRACTOR (hereinafter "CONTRACTOR"), and San Joaquin County, a political subdivision of the State of California for _____(hereinafter "COUNTY").

ORDER OF PRECEDENCE

Each of the items listed below is hereby incorporated into this Agreement by this reference. In the event of an inconsistency in this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable Federal and State of California statutes and regulations, this Agreement and its exhibits.

vacation, sick leave, retirement benefits, social security or workers' compensation benefits. The CONTRACTOR shall be responsible for federal and state payroll taxes such as social security and unemployment. COUNTY will issue a Form 1099 at year-end for fees earned.

7. Assignments:

Inasmuch as this Agreement is intended to secure the specialized services of the CONTRACTOR, CONTRACTOR may not assign, transfer, delegate or subcontract their obligation herein without the prior written consent of San Joaquin County. Any such assignment, transfer, delegation or subcontract without the prior written consent shall be considered null and void.

8. Non Exclusive Rights:

This Agreement does not grant to CONTRACTOR any exclusive privileges or rights to provide services to COUNTY. CONTRACTOR may contract with other counties, private companies or individuals for similar services.

9. Indemnification:

CONTRACTOR shall, at its expense, defend, indemnify and hold harmless the County of San Joaquin and its employees, officers, directors, contractors and agents from and against any losses, liabilities, damages, penalties, costs, fees, including without limitation reasonable attorneys' fees, and expenses from any claim or action, including without limitation for bodily injury or death, to the extent caused by or arising from the active and/or passive negligence or willful misconduct of CONTRACTOR, its employees, officers, agents or Subcontractors.

CONTRACTOR shall hold the COUNTY, its officers and employees, harmless from liability, of any nature or kind on account of use of any copyrighted, or un-copyrighted composition, secret process, patented or un-patented invention articles or appliance furnished or used under this order.

10. Insurance

CONTRACTOR, shall submit proof of insurance with liability limits as set forth below to the Purchasing Department showing COUNTY, its officers, employees, agents and volunteers named as Additional Insured to include ongoing operations and products completed operations (On Additional Insured Endorsement CG 20 10 10 93), except for Workers' Compensation and professional Liabilities, and insurance policy shall contain provisions that such policy may not be canceled or reduced except after thirty (30) days written notice to the COUNTY. The COUNTY at its discretion, may waive in part or in full insurance requirements. CONTRACTOR is required to provide insurance unless notified by the COUNTY'S Purchasing Agent of any waivers.

CONTRACTOR agrees that CONTRACTOR is responsible to ensure that the requirements set forth in this article/paragraph are also to be met by CONTRACTOR'S subcontractors/CONTRACTOR'S who provide services pursuant to this Agreement. Copies of insurance certificates shall be filed with the COUNTY'S Purchasing Agent.

If the County Board of Supervisors fails to appropriate funds to enable County Departments to continue to make purchases under this Agreement, this Agreement will be cancelled immediately and CONTRACTOR will be given written notice of such termination.

15. Conflict of Interest Statement:

CONTRACTOR covenants that CONTRACTOR, its officers, employees or their immediate family, presently has no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement no person having any such interest shall be employed or retained by CONTRACTOR under this Agreement. CONTRACTOR shall not hire COUNTY'S employees to perform any portion of the work or services provided for herein including secretarial, clerical and similar incidental services except upon the written approval of COUNTY. Performance of services under this Agreement by associates or employees of CONTRACTOR shall not relieve CONTRACTOR from any responsibility under this Agreement.

16. Drug Free Workplace:

CONTRACTOR shall comply with the provisions of Government Code Section 8350 et seq., otherwise known as the Drug-Free Workplace Act.

17. Force Majeure:

It is agreed that neither party shall be responsible for delays in delivery, acceptance of delivery, or failure to perform when such delay or failure is attributable to Acts of God, war, strikes, riots, lockouts, accidents, rules or regulations of any governmental agencies or other matters or conditions beyond the control of either the CONTRACTOR or the COUNTY.

18. Compliance:

CONTRACTOR shall comply with all federal, state and local laws, regulations and requirements necessary for the provision of contracted services. Furthermore, CONTRACTOR shall comply with all laws applicable to wages and hours of employment, occupational safety, fire safety, health and sanitation. CONTRACTOR shall maintain current throughout the life of this Agreement, all permits, licenses, certificates and insurances that are necessary for the provision of contracted services.

19. Governing Law and Venue:

The Laws of the State of California shall govern this Agreement. Venue is San Joaquin County. The provision of this paragraph shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

b. Prohibition on unauthorized use or disclosure of covered data and information

Contractor agrees to hold Covered Data received from or created on behalf of County in strictest confidence. Contractor shall not use or disclose Covered Data except as permitted or required by the Agreement or as otherwise authorized in writing by County. If required by a court of competent jurisdiction or an administrative body to disclose Covered Data, Contractor will notify County in writing prior to any disclosure in order to give County an opportunity to oppose any such disclosure. Any work using, or transmission or storage of, Covered Data outside the United States is subject to prior written authorization by the County.

c. Safeguard standard

Contractor agrees that it will protect the Covered Data according to commercially acceptable standards and no less rigorously than it protects its own confidential information, but in no case less than reasonable care. Contractor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures which may include but not be limited to encryption techniques, to preserve the confidentiality, integrity and availability of all such Covered Data.

d. Return or destruction of covered data and information

Upon termination, cancellation, expiration or other conclusion of the Agreement, Contractor shall return the Covered Data to County unless County requests that such data be destroyed. This provision shall also apply to all Covered Data that is in the possession of subcontractors or agents of Contractor. Contractor shall complete such return or destruction not less than thirty (30) calendar days after the conclusion of this Agreement. Within this thirty (30) day period, Contractor shall certify in writing to County that the return or destruction has been completed.

e. Reporting of unauthorized disclosures or misuse of covered data and information

Contractor shall report, either orally or in writing, to County any use or disclosure of Covered Data not authorized by this Agreement or in writing by County, including any reasonable belief that an unauthorized individual has accessed Covered Data. Contractor shall make the report to County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been unauthorized use or disclosure. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the County Covered Data used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide County other information, including a written report, as reasonably requested by County.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Agreement on the day and year first written above.

CONTRACTOR Name
Address
City, State and Zip

COUNTY OF SAN JOAQUIN, a
political subdivision of
the State of California

By: _____
Signature, Authorized Agent

By:
David M. Louis,
C.P.M., CPPO, CPPB
Director
Purchasing & Support

By: _____
Services

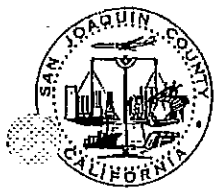
Date: _____
Date: _____

APPROVED AS TO FORM
Office of County Counsel

By _____
Gilberto Gutierrez
Deputy County Counsel

Date: _____

Buyer of Record:



SAN JOAQUIN COUNTY
PURCHASING AND SUPPORT SERVICES
PURCHASING DIVISION

ATTACHMENT A
David M. Drake, C.P.M., OPPO, CPPB
Director

Jon Drake, C.P.M.
Deputy Director

July 17, 2012

To: Request for Proposal #12-06 Participants
From: Jon Drake
Subject: Addendum #1 TO RFP 12-06, Offsite Vehicle/Equipment Auction Services

PLEASE NOTE: This addendum must be signed and returned with your Proposal. Failure to do so may cause rejection of your Proposal.

This Addendum No.1 forms part of RFP # 12-06 and shall supersede the original specifications wherein it contradicts same.

The following questions were posed regarding RFP #12-06. County's answer is included.

- 1.) What items would you be consigning in detail? Answer: This is dependent on how many replacements we buy each year and the timing of receiving them. We can provide a very rough estimate:
- a. 20-30 Patrol Sedans
 - b. 10-20 Compact Sedans
 - c. 6-12 Intermediate Sedans
 - d. 3-4 SUV's
 - e. 10-15 Pickups, ½ ton to 1 ton
 - f. 3-4 Medium duty trucks, 19,000 to 25,000 GVW
 - g. 1-2 pieces of heavy equipment (ex. roller, sweeper, mower)

****These figures are estimates only. There are no quantity guarantees.****

- 2.) Which company was awarded the previous contract for rolling vehicles auction services for San Joaquin County? Answer: US Auction & First Capital.
- 3.) What was the contracted percentage of the last winning bid? Answer: 7.5%
- 4.) ...and the towing fee charged? Answer: Non-operating vehicles: \$45/vehicle to \$75/hour. Running vehicles: No Charge to \$45/vehicle.
- 5.) What is the estimated number of vehicles to be given to the winning vendor over the course of the first twelve months of the contract? Answer: See question #1 above.
- 6.) Will vehicles be picked up at one central location? Answer: No.



SAN JOAQUIN COUNTY
PURCHASING AND SUPPORT SERVICES
PURCHASING DIVISION

ATTACHMENT A

David M. Louis, C.P.M., CPPO, CPPB
Director

Jon Drake, C.P.M.
Deputy Director

- 18.) Is there a reason why there is not any mention of the use of ARB forms? Answer: No reason. It is the County's responsibility to identify the diesel as an "out of state only" sale and to put the VIN stop in place. Proposers are encouraged to outline your processes regarding ARB compliance.

END ADDENDUM #1

Please contact me if you have any questions, (209) 468-3240.

Signature

/_____
Print Name

Company Name