

# BID FORM

## TO THE BOARD OF SUPERVISORS OF KERN COUNTY

Contract No. 26016

**THIS BID IS SUBMITTED BY:**

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(Firm/Company Name)

Re: **BUILDING AND SITE IMPROVEMENTS AT 6741 DOWNING AVENUE, BAKERSFIELD, CA**

- I. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement for Construction with the **COUNTY OF KERN** in the form included in the Bid Book (**Agreement**), to perform and furnish all work as specified or indicated in the contract documents for the contract price indicated in this bid and in accordance with all other terms and conditions of the contract documents.
- II. Bidder accepts all of the terms and conditions of the contract documents, Notice to Bidders and special provisions, including without limitation, those dealing with the disposition of bid security. This Bid will remain subject to acceptance for 60 days after the day of Bid opening, unless there is a bid protest, then 90 days after the day of bid opening.
- III. In submitting this Bid, Bidder represents that Bidder has examined all of the contract documents, performed all necessary pre-Bid investigations, attended all required pre-bid meetings, received the pre-bid meeting minutes (if any), and received the following Addenda:

Addendum Number	Addendum Date	Signature of Bidder

- IV. Based on the foregoing, Bidder proposes and agrees to fully perform the work within the time stated and in strict accordance with the contract documents for the following sums of money listed in the following Schedule of Bid Prices:

*(Continued on next page)*

## SCHEDULE OF BID PRICES

The bidder shall set forth, for each and every, item of work listed, a "Unit Price" and an "Extension Price" in clearly legible figures, in the respective spaces provided for this purpose. The bidder's attention is directed to Section 2, "Bidding," of the special provisions. All Bid items, including lump sums, unit prices and extension prices, must be filled in completely. Bid items are described in Contract Documents. Quote in figures only, unless words are specifically requested.

BUILDING AND SITE IMPROVEMENTS AT 6741 DOWNING AVENUE, BAKERSFIELD, CA 1789CC-C00027						
Item No.	Estimated Quantity	Item Code	Unit of Measure	Item	Unit Price (in figures)	Extension Price (in figures)
1	1	100100	LS	Develop Water Supply		
2	1	120100	LS	Temporary Traffic Control		
3	1	130300	LS	Prepare Stormwater Pollution Prevention Plan		
4	1	170103	LS	Clearing and Grubbing		
5	1	220102	LS	Finishing Project		
6	2,395	260203	CY	Class 2 Aggregate Base		
7	2,343	390132	TON	Hot Mix Asphalt (Type A)		
8	95	888888	CY	Core Concrete (5")		
9	787	888888	CY	Core Concrete (7")		
10	1,250	731504	LF	Minor Concrete (Curb and Gutter)		
11	132	731521	CY	Minor Concrete (Sidewalk)		
12	1	760080	LS	Water Supply System		
13	841	800365	LF	Chain Link Fence (Type CL-6, Slatted)		
14	5	888888	EA	Chain Link Gate (Type CL-6, Slatted)		
15	25	860010	EA	Solar Street Light		
16	69,734	888888	SQFT	Landscape		
17	177 (F)	888888	CY	Loading Dock (Earthwork)		
18	2,485 (F)	888888	CY	Retention Basin		
19	1,507	888888	LF	Wrought Iron Fencing		
20	3	888888	EA	Wrought Iron Gate		

**(F) = Final Pay**

Subtotal Page Total Extension Price (Items 1 thru 20):

\$ \_\_\_\_\_

**BUILDING AND SITE IMPROVEMENTS AT 6741 DOWNING AVENUE, BAKERSFIELD, CA  
1789CC-C00027**

Item No.	Estimated Quantity	Item Code	Unit of Measure	Item	Unit Price (in figures)	Extension Price (in figures)
21	5	888888	EA	Wrought Iron Man Gate		
22	149,744	888888	SQFT	Undeveloped Area		
23	1	888888	EA	Monument Signage		
24	3	888888	EA	Directional Signage		
25	355	888888	SQFT	Truncated Domes		
26	4	888888	EA	EV Dual Chargers		
27	8	888888	EA	EV Pedestal with Receptacles		
28	1	888888	LS	Septic Tank (3,000 Gallon, 3 – 60 FT Long Special Trench)		
29	1	888888	LS	Construct Warehouse Building and Installing Plumbing		
30	1	888888	LS	Construct Parking Garage		
31	1	999990	LS	Mobilization		

**(F) = Final Pay**

Subtotal Page Total Extension Price (Items 21 thru 31):

\$ \_\_\_\_\_

**Total Bid Price:**

\$ \_\_\_\_\_

\_\_\_\_\_  
(Indicate Bid Price in Words)

- V. Each Extension Price has been calculated by multiplying the Estimated Quantity by the Unit Price. In the case of lump sum items, the Estimated Quantity shall be unity. The Bid Total is the sum of all Extension Prices. Bidder agrees that in case of any discrepancy between the Unit Price(s) and the respective Extension Price(s) and/or the Total Price Bid, the Unit Price(s) shall prevail, and the bid submitted shall be the correctly computed sum of all correctly computed Extension Prices, provided, however, if the amount set forth as a Unit Price is illegible, omitted, or identical to the amount set forth as an Extension Price, then the amount set forth in the Extension Price column for the item shall be used to determine the correct Unit Price in accordance with the following.
- A. As to lump sum items, the amount set forth in the Extension Price column shall be the Unit Price.
  - B. As to unit basis items, the amount set forth in the Extension Price column shall be divided by the Estimated Quantity for the item and the price thus obtained shall be the Unit Price.
  - C. As to items where the amount set forth as a Unit Price is identical to the amount set forth as an Extension Price, the amount set forth in the Extension Price column shall prevail.
- VI. Subcontractors for work are listed on Subcontractors List, submitted herewith.
- VII. The undersigned Bidder understands that County reserves the right to reject this Bid.
- VIII. If written notice of the identification of low bid, hereinafter referred to as Notice of Intent to Award, is mailed or delivered to the undersigned Bidder within the time described in Paragraph 2 of this Bid Form or at any other time thereafter before it is withdrawn, the undersigned Bidder will execute and deliver the documents required by Section 3-1.18, "Contract Execution," of the special provisions within the times specified therein.
- IX. If this Bid is accepted and the undersigned fails to execute the aforesaid contract and to provide surety bonds and evidence of insurance acceptable to the County as is required within the time specified, the County may, at its option, determine that the bidder has abandoned the bid and the bidder's security shall be forfeited and shall become the property of the County of Kern. County shall then be free to accept the bid of another bidder.
- X. Notice of Intent to Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below.
- XI. The undersigned Bidder herewith encloses cash, a cashier's check, or certified check of or on a responsible bank in the United States, or a corporate surety bond furnished by a surety admitted to do a surety business in the State of California, in form specified in the bid book, in the amount of 10% of the Total Bid Price and made payable to the **COUNTY OF KERN**.
- XII. The undersigned Bidder agrees to commence work on the date established in, and to complete all work within the time specified in contract documents.
- XIII. The undersigned Bidder agrees that, liquidated damages for failure to complete all work in the Contract within the time specified in contract documents shall be as set forth in the contract.

**IMPORTANT NOTICE:**

If Bidder or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof. If a partnership, give name of the firm and names of all individual co-partners composing the firm. If Bidder or other interested person is an individual, give first and last names in full.

Accompanying this proposal is \* \_\_\_\_\_ in an amount equal to at least ten percent of the Bid Total.

The names of all persons \*\* interested in the foregoing proposal as principals are as follows:

_____	_____
_____	_____
_____	_____

The bidder is \_\_\_\_\_, is not \_\_\_\_\_, licensed in accordance with California law providing for the licensing of Contractors:

License No. \_\_\_\_\_ License Class \_\_\_\_\_ Expiration Date \_\_\_\_\_

DIR Registration No. \_\_\_\_\_

By signature on this proposal, I certify, under penalty of perjury under the laws of the State of California, that the foregoing proposal is true and correct, including, but not limited to: a) the Equal Employment Opportunity Certification, b) the Debarment and Suspension Certification, and c) the Certification With Regard to Lobbying Activities.

_____
_____
_____

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

\*\*\* Signature of Bidder

\* Insert the words "cash (\$ \_\_\_\_\_)," "Cashier's check," "certified check," or "bidder's bond" as the case may be.

\*\* If the bidder or other interested person is a corporation, state above the legal name of the corporation and the names of the president, treasurer and manager thereof; if a co-partnership, state above the true name of the firm and the names of all individual co-partners composing firm; if bidder or other interested person is an individual, state above first and last name(s) in full.

\*\*\* If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer(s) authorized to sign contracts on behalf of the corporation; if bidder is a co-partnership, the true name of the firm shall be set forth above together with the signature of the partner(s) authorized to sign contracts in behalf of the co- partnership; and if bidder is an individual, his signature shall be placed above. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a Power of Attorney must be on file with the Department prior to opening bids or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.

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## SUBCONTRACTOR'S LIST

The Subcontractors List must include the names of all subcontractors for those subcontractors who will perform any portion of work, including labor, rendering of service, or specially fabricating and installing a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of the total Bid amount or \$10,000, whichever is greater (Pub Cont Code § 4100 et seq.).

Subcontractors Information			Work Portion		
Full Name of Subcontractor and Address of Mill or Shop	Subcontractor's License No.	DIR Registration No.	Bid Item No.	Description	% of Bid Item

(Bidder to attach additional sheets if necessary)

**END OF SUBCONTRACTOR'S LIST**

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# BID BOND

KNOW ALL BY THESE PRESENTS:

That the undersigned

\_\_\_\_\_  
(Name of Contractor)

as Principal and the undersigned as Surety are held and firmly bound unto Owner, **COUNTY OF KERN**, as obligee, in the penal sum of **(Dollar Amount In Words)** \_\_\_\_\_ Dollars (\$\_\_\_\_\_) lawful money of the United States of America being at least ten percent (10%) of the aggregate amount of said Principal's base Bid, for the payment of which, well and truly to be made, we bind ourselves, our successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal is submitting a Bid for Owner Contract Number **26016, BUILDING AND SITE IMPROVEMENTS AT 6741 DOWNING AVENUE, BAKERSFIELD, CA.**

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Bid submitted by the said Principal be accepted and the Contract be awarded to said Principal and said Principal shall within the required periods enter into the Contract so awarded and provide the required Construction Performance Bond, Construction Labor and Material Payment Bond, insurance certificates, Guaranty, and all other endorsements, forms, and documents required under Notice to Bidders and Special Provisions, then this obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Month)

\_\_\_\_\_  
Contractor as Principal

\_\_\_\_\_  
Surety

By: \_\_\_\_\_ (Seal)  
*Signature*

By: \_\_\_\_\_ (Seal)  
*Signature*

\_\_\_\_\_  
*Typed Name and Title*

\_\_\_\_\_  
*Typed Name and Title*

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Surety

By: \_\_\_\_\_ (Seal)  
*Signature*

By: \_\_\_\_\_ (Seal)  
*Signature*

\_\_\_\_\_  
*Typed Name and Title*

\_\_\_\_\_  
*Typed Name and Title*

**NOTE: *Signatures of those executing for the Surety must be sworn to before a notary public and a Power of Attorney attached, if applicable.***

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Correspondence or claims relating to this bond should be sent to the Surety at the following address:

Agency: \_\_\_\_\_

Agency: \_\_\_\_\_

Contact: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax No: \_\_\_\_\_

Fax No: \_\_\_\_\_

# NON-COLLUSION DECLARATION

PUBLIC CONTRACT CODE SECTION 7106

NON-COLLUSION DECLARATION TO BE EXECUTED BY CONTRACTOR/SUBCONTRACTOR AND  
SUBMITTED WITH BID

\_\_\_\_\_,  
(Name of Principal of Contractor/Subcontractor)

says that I am the \_\_\_\_\_  
(Office of Affiant)

of \_\_\_\_\_, the party  
(Name of Bidder)

making the foregoing Bid. The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham Bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the Bid price of Bidder or any other bidder, or to fix any overhead, profit or cost element of the Bid price, or of that of any other bidder, or to secure any advantage against Owner, or anyone interested in the proposed contract. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted its Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, Bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid, and has not paid, and will not pay any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_[date], at \_\_\_\_\_[city], \_\_\_\_\_[state].

\_\_\_\_\_  
(Name of Bidder)

\_\_\_\_\_  
(Signature of Principal)

**PRIME AND ALL SUBCONTRACTORS MUST SUBMIT THIS FORM**

**END OF NON-COLLUSION DECLARATION**

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## BIDDER CERTIFICATIONS

The undersigned Bidder certifies to the County of Kern (**County** or **Owner**) as set forth in sections 1 through 8 below.

### 1. STATEMENT OF CONVICTIONS

By my signature hereunder, I hereby swear, under penalty of perjury, that no more than one final, unappealable finding of contempt of court by a Federal Court has been issued against Bidder within the past two years because of failure to comply with an order of a Federal Court or to comply with an order of the National Labor Relations Board.

### 2. CERTIFICATION OF WORKER'S COMPENSATION INSURANCE

By my signature hereunder, as the Contractor, I certify that I am aware of the provisions of Labor Code Section 3700 that require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

### 3. CERTIFICATION OF PREVAILING WAGE RATES AND RECORDS

By my signature hereunder, as the Contractor, I certify that I am aware of the provisions of Labor Code Section 1773 that require the payment of prevailing wage on public projects. Contractor and any subcontractors under the Contractor shall comply with Labor Code Section 1776, regarding wage records, and with Labor Code Section 1777.5, regarding the employment and training of apprentices. Contractor is responsible to ensure compliance by any and all subcontractors performing work under this Contract.

### 4. CERTIFICATION OF COMPLIANCE WITH PUBLIC WORKS CHAPTER OF LABOR CODE

By my signature hereunder, as the Contractor, I certify that I am aware of Labor Code Sections 1777.1 and 1777.7 and Contractor and Subcontractors are eligible to bid and work on public works projects.

### 5. CERTIFICATION OF NON-DISCRIMINATION

By my signature hereunder, as the Contractor, I certify that there will be no discrimination in employment with regard to race, color, religion, gender, sexual orientation, age or national origin; that all federal, state, and local directives and executive orders regarding non-discrimination in employment will be complied with; and that the principal of equal opportunity in employment will be demonstrated positively and aggressively.

### 6. CERTIFICATION OF NON-DISQUALIFICATION

By my signature hereunder, as the Contractor, I swear, under penalty of perjury, that the below indicated Bidder, any officer of Bidder, or any employee of Bidder who has a proprietary interest in such Bidder, has never been disqualified, removed, or otherwise prevented from bidding on, or completing a Federal, State, or local government project because of a violation of law or safety regulation, except as indicated on the separate sheet attached hereto entitled "Previous Disqualifications." If a statement of "Previous Disqualifications" is attached, please explain the circumstances.

### 7. CERTIFICATION OF ADEQUACY OF CONTRACT AMOUNT

By my signature hereunder, as the Contractor, pursuant to Labor Code Section 2810(a), I certify that, if awarded the Contract based on the undersigned's Bid, the Contract will include funds sufficient to allow the Contractor to comply with all applicable local, state, and federal laws or regulations governing the labor or services to be provided. I understand that Owner will be relying on this certification if it awards the Contract to the undersigned.

### 8. CERTIFICATION REGARDING DIR CONTRACTOR / SUBCONTRACTOR REGISTRATION

By my signature hereunder, as the Contractor, I certify that Contractor, and all Subcontractors listed on the Subcontractors List are the subject of current and active contractor registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720) of the California Labor Code. Contractor's registration number is **[please complete]** \_\_\_\_\_. Subcontractors' registration numbers are as indicated in Subcontractors List.

**BIDDER:**

\_\_\_\_\_  
(Name of Bidder)

Date: \_\_\_\_\_, [20\_\_ ]

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print Name)

Its: \_\_\_\_\_  
(Title)

**END OF BIDDER CERTIFICATIONS**

## COUNTY OF KERN BIDDERS LIST

All bidders are required to provide the following information for all DBE and non-DBE contractors, who provided a proposal, bid, quote, or were contacted by the prime. This information is also required from the proposed prime contractor, and must be submitted with their bid. The County will use this information to maintain and update a "Bidders" List to assist in the overall annual goal DBE goal setting process.

Firm Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Fax: \_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_ No. of Years in Business: \_\_\_\_\_

Email Address: \_\_\_\_\_

Is the firm currently certified as a DBE under the new regulations (49 CFR Part 26)?

Yes \_\_\_\_\_ No \_\_\_\_\_

Type of work/services/materials provided by firm: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Gross Annual Receipts \_\_\_\_\_

This form may be duplicated, if necessary, to report all bidders (DBE's and non-DBE's) information.

**(FORM TO BE SUBMITTED WITH BID FOR PRIME AND ALL LISTED SUBCONTRACTORS)**

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## IN-USE OFF-ROAD DIESEL-FUELED VEHICLE LIST

Complete and submit the In-Use Off-Road Diesel-Fueled Vehicle List form under section 2-1.33.

On the In-Use Off-Road Diesel-Fueled Vehicle List form, list each fleet used by you or your subcontractor to perform work and is subject to 13 CCR § 2449 et seq. Submit a copy of a valid Certificate of Reported Compliance (13 CCR § 2449, subdivision (n)) for each fleet listed on the form within 10 days of bid opening. Failure to list a fleet used by you or your subcontractor to perform work on the In-Use Off-Road Diesel-Fueled Vehicle List form may result in a nonresponsive bid. Failure to submit the Certificate of Reported Compliance for a fleet listed on the In-Use Off-Road Diesel-Fueled Vehicle List form may result in a nonresponsive bid.

Contract No.

(Firm/Company Name):

**26016**

Under 13 CCR § 2449 et seq., list the fleet name and Off-Road Diesel Fleet Identification (DOORS ID) number for every fleet used by you or your subcontractor to perform the work below.

☐ Check here if all fleets used to perform work are not subject to 13 CCR § 2449 et seq. Submit the blank form as part of the bid.

Fleet Name	DOORS ID Number

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## ADMINISTRATIVE BULLETIN NO. 19

*Issued: January 23, 2024*

### **SUBJECT: FREE SPEECH POLICY**

#### **Purpose**

The purpose of this Free Speech Policy is to inform all employees, employment applicants, and contractors of their constitutional rights to free speech, to petition the government for redress of grievances, to instruct representatives, and to freely associate and assemble. Unlawful discrimination based on the exercise of these rights is unacceptable and incompatible with the County's standards, as well as being a violation of the law. This Free Speech Policy also establishes the complaint and investigation procedure for alleged violations of these rights.

#### **First Amendment Rights**

Every County employee, employment applicant, and contractor has a constitutional right to free speech, to petition the government for redress of grievances, to instruct representatives, and to freely associate and assemble. <sup>1</sup> For simplicity, this policy shall refer to such rights as "First Amendment Rights."

Every County employee, employment applicant, and contractor shall be free from any unlawful discrimination or retaliation by the County of Kern for exercising their First Amendment Rights while employed, while seeking employment, or while doing or seeking to do business for or with the County.

#### **Free Speech Policy**

The County of Kern remains committed to creating a professional environment in which the First Amendment Rights of all County employees, employment applicants, and contractors are protected.

It is a violation of the Constitutions of the United States and California for the County to unlawfully discriminate against County employees, employment applicants, or contractors because they exercised their First Amendment Rights.

Every County employee, and other person acting on behalf of the County, including members of the Board of Supervisors, is prohibited from unlawfully discriminating against, harassing, or retaliating against an employee, employment applicant, or contractor because the employee, employment applicant, or contractor exercised their First Amendment Rights, or because they filed a complaint or participated in an investigation under this Free Speech Policy.

All County employees and other persons acting on behalf of the County, including members of the Board of Supervisors, shall uphold and abide by this Free Speech Policy by cooperating fully in any investigation of a complaint of unlawful discrimination, harassment, or retaliation under this Free Speech Policy.

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<sup>1</sup> California Constitution, article I, sections 2(a) and 3(a); U.S. Constitution, amend. I.

Persons in positions of authority, including managers and supervisors, shall act immediately on potential violations of this Free Speech Policy. They are responsible for knowing and enforcing this Policy and creating and maintaining a workplace free of discrimination, harassment, and retaliation, and should address potential problems before they become serious.

This Free Speech Policy applies at every level of the County and to every aspect of the workplace environment, including but not limited to, County events that occur outside of the physical workplace.

This Free Speech Policy shall be posted on the Kern County websites and in designated physical locations, and shall be attached to all County-issued Requests for Proposals (RFPs) and other solicitations for contract or grant proposals, County contracting forms and templates, and relevant notices to employees, employment applicants, and contractors.

Examples of unlawful discrimination:

- A department head recommends that a contract not be renewed because the contractor is politically active, regardless of their political position.
- A supervisor declines to recommend a supervisee for a promotion, or assigns a supervisee to less favorable job duties or to a less favorable location, because of the supervisee's union activity.
- A manager gives a supervisee poor job evaluations because the manager does not agree with their supervisee's political views.
- A county decision-maker declines to award a contract to provide social services to a particular community based organization because that organization actively campaigns for a particular bill or social movement.
- A county decision maker stops communicating with a potential contractor about a contract because the contractor has threatened to file lawsuit against the County in an unrelated case.

The California and U.S. Constitutions also provide specific First Amendment protection for County elected officials and other persons acting on behalf of the County, including volunteers and interns. This policy does not address such persons' rights.

### **Complaint and Investigation Procedure**

Each employee, employment applicant, or contractor who believes that they have experienced unlawful discrimination or harassment described in this Policy may file a written complaint setting forth the specific facts and evidence supporting the complaint with the County Complaint Coordinator (see below). Such complaints shall be promptly forwarded to the Free Speech Retained Expert (see below). The complainant shall provide all documentary evidence, names of potential witnesses, and any other information believed by the complainant to be relevant to the complaint.

The County Complaint Coordinator shall initiate a formal investigation of the allegations in the complaint, interview all witnesses to the incident giving rise to the complaint (including the complainant and the person(s) against whom the complaint is directed), and issue written findings as to the merits of the complaint and the remedies that should be implemented to resolve the complaint under existing County ordinances, policies, and procedures. The County Complaint Coordinator shall have a period of not more than 75 business days from receipt of the complaint to conduct the investigation and to issue appropriate draft findings and recommended remedies. The 75-day time period may be extended due to the unavailability of a material witness, or with the written agreement of the complainant.

The County Complaint Coordinator shall provide the draft findings and recommended remedies to the Free Speech Retained Expert for review and approval. The County Complaint Coordinator shall also provide the Free Speech Retained Expert with a copy of the complaint, all information and documentary evidence provided by the complainant, all witness interview materials and documents provided by witnesses, and all information and documentary evidence developed by the County Complaint Coordinator in conducting the investigation.

In the event that the Free Speech Retained Expert does not approve the County Complaint Coordinator's draft findings and recommended remedies, the Free Speech Retained Expert shall prepare a written explanation of the reasons for non-approval. The Free Speech Retained Expert and County Complaint Coordinator shall meet and confer to resolve any disagreement or deficiencies, and both parties shall state their positions in writing. The County Complaint Coordinator shall then take all necessary steps to correct any deficiencies and re-submit the draft findings and recommended remedies to the Free Speech Retained Expert for review and approval.

In the case of any complaints in which there is an appearance of bias, conflict of interest, or insufficient independence with regard to the handling of the complaint by the County Complaint Coordinator, the Backup Complaint Coordinator (see below) shall conduct the investigation, and the Free Speech Retained Expert shall review and approve in the same manner as any investigation conducted by the County Complaint Coordinator.

The Free Speech Retained Expert shall conduct the investigation if both the Complaint Coordinator and the Backup Complaint Coordinator are conflicted. The County shall implement the Free Speech Retained Expert's findings and remedies.

Department heads shall be responsible for ensuring that all new employees and contract staff in their department receive a copy of this policy and sign an acknowledgment which shall be retained in the employee's personnel file (or a similar file for contract staff). In addition, department heads shall ensure that, on an annual basis, each employee in their department receives a copy of this policy and that an acknowledgment of receipt is contained in each employee's personnel file.

Department heads may establish departmental policies and internal complaint procedures provided that those policies and procedures are consistent with this Policy.

Nothing in this Policy shall abrogate any legal evidentiary standards in a court of law.

**Complaints Within the Scope of Civil Service Commission Rule 1810.00. et seq.**

The Kern County Rules of the Civil Service Commission ("Civil Service Rules") provide a voluntary complaint procedure for some complaints that fall within the scope of this Policy. These Civil Service Rules apply to civil service employees or applicants for civil service employment complaining of unlawful discrimination, harassment, or retaliation based on religious, union, or political affiliation, or due to their participation in a government investigation.

A complainant whose complaint falls within the scope of both the Civil Service Rules and this Policy may choose to file their complaint using the procedure described in the Civil Service Rules, commencing at section 1820.00, or using the procedure otherwise described in this Policy, but not both. If a complainant invokes both procedures for the same complaint, the complainant shall be required to make a written election of which procedure they wish to have apply.

The Free Speech Retained Expert will review all such complaints consistent with the time limitations, procedure, and appellate rights set forth in Civil Service Rule 1820.00. The Free Speech Retained Expert will review and approve findings of fact and recommended remedies issued by the Equal Employment Opportunity Officer.

Under Civil Service Rule 1830.00-1830.02, either the complainant or the County may request a hearing before the Civil Service Commission. The Free Speech Retained Expert does not review the Civil Service Commission's decision for approval but will provide a report to the County and complainant regarding any comments, concerns, or recommendations related to the Commission's final decision, within 60-120 days of that decision.

**County Complaint Coordinator:** Sarah Gutierrez, Director of Diversity, Equity and Inclusion; (661) 868-3919; [gutierrezsa@kerncounty.com](mailto:gutierrezsa@kerncounty.com)

**Backup County Complaint Coordinator:** Mercedes Perez, Senior Human Resources Specialist; (661) 868-3915; [perezmer@kerncounty.com](mailto:perezmer@kerncounty.com)

**Free Speech Retained Expert:**

Barry McDonald, (310) 506-4668; [barry.mcdonald@pepperdine.edu](mailto:barry.mcdonald@pepperdine.edu)

By my signature below, I acknowledge that I have received and reviewed this Free Speech Policy (AB19) and I understand that a copy must be submitted with the bid documents.

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Signature

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