SCITY OF STOCKTON



REQUEST FOR PROPOSALS (RFP) PUR 23-026 AQUATIC FACILITIES MANAGEMENT

PROPOSALS WILL BE RECEIVED UNTIL THE HOUR OF 2:00 PM, THURSDAY, APRIL 13, 2023 IN THE OFFICE OF THE CITY CLERK, FIRST FLOOR, CITY HALL, 425 NORTH EL DORADO STREET, STOCKTON, CALIFORNIA 95202-1997

REQUEST FOR PROPOSALS (RFP) AQUATIC FACILITIES MANAGEMENT

Dates and Times are Subject to Change

RFP INFORMATION			
PUR-23-026			
Contact	Lynn Smith		
Email Address	stocktonbids@stocktonca.gov		
Pre-Submittal Meeting	See optional site tour details below.		
OPTIONAL Site Tour	April 10, 2023; 11:00 AM (Local Time) 3537 Alvarado		
	Avenue, Stockton, CA 95205Oak Park		
RFP Submittal	Office of the City Clerk		
Electronic Mail	city.clerk@stocktonca.gov		
Due Date for Questions	March 30, 2023; 5:00 PM (Local Time)		
and Clarifications			
Due Date for Response to	April 6, 2023; 5:00 PM (Local Time)		
Questions/Clarifications			
RFP Submittal Due Date	April 13, 2023; 2:00 PM (Local Time)		
& Time			
	Proposal shall be electronically delivered to the		
	email address above at or before the hour stated.		
	Proposals arriving after the opening deadline will		
	not be accepted.		
Short-List Interviews (if	TBD		
applicable)			

NOTICE INVITING PROPOSALS

NOTICE IS HEREBY GIVEN that sealed proposals will be received no later than **Thursday, April 13, 2023 at 2:00 pm (local time)** by the City of Stockton, California for AQUATIC FACILITIES MANAGEMENT– PUR 23-026 in strict accordance with the specifications.

The City of Stockton, herein after referred to as the "City", is requesting proposals from qualified Organizations, herein after referred to as "Proponent" to provide AQUATIC FACILITIES MANAGEMENT to the City. The City is seeking a qualified Organization to provide staffing, operations, daily maintenance, supervision, and management of the City's Aquatic programs.

Each sealed proposal shall be marked "PROPOSAL" and shall indicate the project name, number, and proposal opening date, and shall be mailed or delivered to the address below at or before the hour stated. Each Proponent must be licensed in accordance with applicable California State Law.

Proposal forms and specifications are available on the City's website at https://www.stocktonca.gov/services/business/bidflash/default.html. An OPTIONAL SITE TOUR is scheduled for MONDAY, APRIL 10, 2023, at 11:00 AM (local time), located at Oak Park Pool, 3537 Alvarado Avenue, Stockton, CA 95205 Proposals must be electronically delivered to city.clerk@stocktonca.gov</u>. Proponents will only be identified as responding to the RFP; no proposals will be opened or read aloud.

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

For questions about this project, please contact Lynn Smith at <u>stocktonbids@stocktonca.gov</u> or (209) 937-8357.

ELIZA GARZA, CMC, CITY CLERK

CITY OF STOCKTON

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The following attachments have been included for this RFP

a.	Attachment 1	Facility Locations
b.	Attachment 2	Sample Swim Schedule
C.	Attachment 3	Key Issuance Procedure & Accountability;
d.	Attachment 4	Facility Inventory
e.	Attachment 5	Directive HR-40, Fingerprinting
f.	Attachment 6	Directive HR-15, Harassament and Discrimination Policy
g.	Attachment 7	San Joaquin Health Department Notice Title 22 CCR Changes
h.	Attachment 8	Proposal Fee Schedule

1.0 BACKGROUND/SUMMARY

The City of Stockton (City) Anticipates operating for (4) City owned public swimming pools for the 2023 swim season.

The City is seeking proposals for staffing, operations, daily maintenance, supervision, and management of the City's Aquatic programs for a one-year (1) term with two (1) one-year (1) option to renew for the remaining two pools.

The City is seeking an Operator with vision, leadership, and community organizing skills to program and manage the City pools. The Operator shall also assist the City to address the quality of life for neighborhood residents and families. The Operator shall offer a creative vision for recreation, community enrichment, and special events programming.

2.0 SCOPE OF SERVICES

Proponents are asked to prepare a proposal for all activities, a statement of fee required for each pool, and provide references for other similar aquatic assignments.

2.1 <u>AQUATIC FACILITIES</u>

Brooking Park Pool, 4514 Nugget Avenue, Stockton, CA 95207 **Sousa Park Pool**, 2900 Yellowstone Avenue, Stockton, CA 95205 **Oak Park Pool**, 3537 Alvarado Avenue, Stockton, CA 95205 **Holiday Park Pool**, 5710 Kermit Lane, Stockton CA 95207 (Attachment 1, Facility Locations)

All City pools typically open for the season Memorial Day weekend and remain open until Labor Day weekend. Pools are open six (6) days a week when Stockton Unified School District (SUSD) is on summer recess. When SUSD is in session, pools are only open on weekends and holidays (Saturday and Sunday, Memorial Day, and Labor Day). (Attachment 2, Sample Swim Schedule)

In performance of work to be provided at the pools, Proponent shall be asked to prepare a proposal for all activities, and a statement of fees required for each pool. The proposal for all activities and a statement of fees required for each pool shall be due four (4) weeks before the season begins and shall be submitted to Community Services Department (CSD) Representative.

2.2 FACILITY RESPONSIBILITIES

2.2.1. Start Up

Proponent shall be required to:

A. Prepare and submit the Pre-Season Site Evaluation and Recommendation Report. Once contracted, Proponent shall tour and review all bathhouses, pool decks, pool shells, review pump/chemical/filtration system reports and operations, vacuum equipment/hoses, ladders, chemical feeders, pumps, monitors, fencing, pool enclosures, backwash, filters, safety equipment, meet with the Water Quality Operator, and evaluate essential pool equipment and recommend the needed improvements prior to May 1, 2023 Proponent shall provide detailed report and shall be submitted to City of Stockton, Community Services Department, Recreation within 2 weeks of tour and evaluation (projected May 8-May 12, 2023). This report will ensure ample time to make repairs and improvements to successfully open facilities on time.

- B. City will provide, at the City's cost, a Water Quality Operator responsible for pool maintenance, operation, and water quality systems. However, Proponent shall be knowledgeable of aquatic pumps, chemical and filtration system, vacuum equipment and hoses, chemical feeders, system monitors, and backwash. Proponent shall meet with Water Quality Operator, annually.
- C. Set up each facility for swim season, completely clean interior and exterior of pool houses/ancillary buildings, scrub bathrooms, check fixtures, complete work orders, pressure wash exterior surfaces.
- D. Prepare for usage of all moveable equipment (tables, chairs, lounges, umbrellas, lifeguard chairs, lane lines, etc.).
- E. Confirm phone lines are in working order.
- F. Pressure wash pool deck.
- G. Test all pool equipment with Water Quality Operator in April and confirm with the City everything works according to Operator specifications for the season. Proponent shall provide annual reports for each facility three (2) weeks prior to opening indicating any tasks that need to be addressed to successfully open the swim season.
- H. Confirm safety equipment meets all San Joaquin County Health Department requirements. Operator shall submit requests for new safety equipment to the City. If City deems necessary, City will procure replacement safety equipment.
- I. Schedule a walk through/inspection with San Joaquin County Health Department, Water Quality Representative, and City staff for each pool at least two (2) days prior to opening day.
- J. Verify backwash and filters are in working order before opening.
- K. Report facility deficiencies promptly.
- L. Manage facility keys (check in and out) according to City Policy (Key Issuance Procedures and Accountability 1.1 – 004) Attachment 3 . Proponent shall be charged to rekey the building if employee keys are not returned by season close deadline to be established.

2.3 FACILITY OPERATIONS – SWIM SEASON

The Proponent shall be responsible for the following duties:

- A. Unlock/disarm facility at opening, re-arm and lock facility upon closing, and answer alarm call off hours.
- B. Complete and document a daily safety check of the entire facility.

- C. Check water and chemical levels, clean filters, skimmers, vacuum pool, and check all systems daily.
- D. Dedicate appropriate staffing prior to opening and after closing to the public to complete daily and weekly tasks.
- E. All pool areas (office, hallways, restrooms) shall be swept and vacuumed daily before public enters the pool.
- F. Offices, entries, all bathrooms, all areas within fencing and premises within 25 feet of entry shall be maintained by Proponent (collect and remove garbage and debris).
- G. Primary cleaning of facilities shall occur when the facility is closed to the public daily.
- H. All outdoor areas shall be swept / blown clean daily before opening.
- I. Proponent shall maintain safety equipment (e.g., life preservers, first aid, automatic external defibrillators, and related equipment.) and report any safety equipment deficiencies to the City within one (1) business day.
- J. Proponent shall maintain a copy of all work orders submitted to City. Logs and Reports will be reviewed weekly in weekly meetings.
- K. Proponent shall maintain a complete log and copies of all incident reports, pull outs, rescues, injuries. Specific circumstances and staff present shall be documented. Serious issues shall immediately be communicated with City representative.
- L. Partial day closures and complete closures shall be documented.
- M. Proponent shall maintain water quality logs during open hours and immediately communicate deficiencies to Water Quality Operator and city representative.
- N. Proponent shall immediately notify Water Quality Operator and city representative of repairs of water quality equipment or issues at facility.
- O. Proponent shall provide replacement first aid materials, janitorial supplies (trash bags, paper towels, soap, toilet paper, cleaners, and light bulbs).
- P. City will provide and pay for gas, electricity, water, garbage service, telephone service.
- Q. Water Quality Operator will provide to Proponent, on behalf of City, any pool chemicals required to maintain water quality standards during open hours.
- R. Proponent shall provide a Management Plan, Marketing Plan, and Financial Plan for successful operations of all facilities.
- S. Proponent shall provide operator inventory report which is 100% of City and Proponent equipment on site. (Attachment 4, Facility Inventory)
- T. Proponent is granted exclusive right to sell food and merchandise at facility at sole cost and expense of Proponent. Concession licenses shall be clearly posted. Proponent shall pay all taxes and report in a timely manner.

2.4 <u>STAFFING RESPONSIBILITIES</u>

A. Proponent shall designate a Certified Pool Operator (CPO) Certified Lifeguard (certified by nationally recognized lifeguard and first aid organization) as manager

for each facility. This position shall be responsible for the staffing, management, supervision, and operation of the facility.

- B. Proponent shall provide lifeguard supervision for public swimming, swim lessons, swim team practices, swim meets, all organized pool activities including rentals and private uses. All lifeguards shall have a current Lifeguard Training Certificate, CPR, and First Aid Certification on file and available for viewing. Proof shall also be provided to City before first scheduled work shift.
- C. Proponent shall provide and maintain reasonable and adequate staffing levels as provided to meet the 10/20 rule and five-minute scanning strategy to maintain operations. Proponent shall maintain personnel and staff that shall meet or exceed the certification standards set by the American Red Cross (or equivalent while meeting local and state department of public health requirements for each position.
- D. In all aspects, Proponent shall maintain safe ratio of lifeguards to participants and circumstances at each pool site. Lifeguard shall be responsible for the safety of the pool patrons, the safety and cleanliness of the facilities (including bathrooms).
- E. Proponent shall provide one staff to monitor the entrance, collect fees, greet patrons, check/clean bathrooms hourly, and provide spot inspections of all areas of the facility at hourly intervals. This individual shall be CPR and First Aid Certified.
- F. Proponent shall include a copy of training and hiring practices for lifeguards and pool manager with proposal. Proponent shall document effective communication regarding training, evaluation, and disciplinary policies and procedures for lifeguards and pool managers.
- G. Proponent shall include a copy and description of weekly skills tests and in-service training for lifeguards. Skills tests shall be documented, and City staff shall be present during skills tests from time to time.
- H. Lifeguards shall be supervised weekly, and documentation of supervision shall be available for City review. A company officer or manager shall be required to supervise pool managers and meet with City designated contact weekly.
- Proponent shall comply with City Administrative Directive HR-40, Fingerprinting of Applicants, Employees and Volunteers Applying for and Holding Positions with the City of Stockton– and verify each employee has a complete background check before starting work on site. Documentation will be audited by City. (Attachment 5, Directive HR-40)
- J. Proponent shall comply with City Administrative Directive HR-15, Discrimination and Harassment Policy, (Attachment 6, Directive HR-15)
- K. Proponent shall post certification from County Health Department.
- L. City may designate additional rules and regulations specific to certain aquatic facilities be enforced by Proponent.
- M. Proponent shall provide weekly summary of employees that worked at each site each week.

2.5 <u>PROGRAMMING</u>

- A. Proponent shall provide a Program Plan for each facility which provides hours of operation, days of operation, type of activities each day by scheduled period (recreational/open swim, family swim, swim lessons, water aerobics, lap swim, swim team activities, water safety classes, lifeguard training, special events and private rentals). The program plan shall be provided one (1) month prior to the beginning of each swim season.
- B. Proponent shall provide weekly and monthly participation reports for actual daily use for all facilities (inclusive of swimmers and spectators) including number of rentals, schedule of programs and program fees, listing of programs offered. Statistics should show daily use, summarized weekly and totaled monthly.
- C. Pool rentals and parties may be scheduled outside of regular public operational, programming, and swim team hours. Revenue sharing with the City from such activities may be negotiated.
- D. The Proponent shall have the authority to close the facilities during inclement weather and be prepared to reopen the facility if the weather improves.
- E. If a facility is to be closed for the day, there shall be mutual agreement by Proponent and City to close the facility to the public. Proponent shall notify the City when closing so City can notify the public.
- F. Proponent shall provide the City monthly participation reports for each facility by the 10th of the following month. Participation reports shall include 100% of the activities and count of all attendees for all facilities.
- G. Proponent shall clearly provide guidance and signage, e.g., minor attendance, minimum swim standards, and safety standards.
- H. If Proponent plans to operate a summer camp in conjunction with the pool, a detailed staffing and program plan shall show how the programs are related and demonstrate adequate supervision and support. Proponent camp programs cannot be closed to the public during normal public swim times.

2.6 <u>SEASON CLOSURE ACTIVITIES</u>

- A. Proponent shall tour the facility with City representative and Water Quality Operator to review and inspect the facility and equipment status and repairs.
- B. Proponent shall clean and sanitize the pool house areas, restrooms, all interior and exterior spaces, storage areas, and decks.
- C. Proponent shall neatly stack and organize supplies. Proponent shall keep supplies in the pool house storage area neatly for the life of the agreement. Materials and supplies left at termination of the agreement shall become property of the City of Stockton.
- D. <u>Post-Season Closure Report</u>. Proponent shall provide a Post-Season Closure Report, the Post-Season Site Evaluation and Recommendation Report. Proponent, Water Quality Operator and City representative shall tour and review all bathhouses, pool decks, pool shells, review pump /chemical/filtration system reports, vacuum equipment/hoses, ladders, chemical feeders, pumps, monitors, fencing, pool enclosures, backwash, filters, safety equipment, and provide

essential pool equipment feedback for the next season. This report shall be submitted two (2) weeks after the tour.

E. Keys shall be returned during the final walk through at close of agreement or at termination of each employee.

2.7 <u>HEALTH AND SAFETY STANDARDS</u>

- A. Proponent shall maintain accident and incident reports and notify City representative immediately of any occurrence. Proponent and their staff are not authorized to speak to media regarding any incident on site, and all media requests shall be immediately forwarded to the City's Public Information Officer.
- B. City will supply one (1) first aid kit and one (1) automated external defibrillator (AED) per facility, and Proponent shall maintain supplies in accordance with local health department requirements.
- C. Proponent shall provide a copy of their company safety plan which includes the number of safety meetings during swim season, how often safety inspection is performed, nature of safety orientation for new employees.
- D. Proponent shall maintain a complete file of public comments, complaints, and incidents. Suggestions and complaints shall be provided to City representative weekly.
- E. Proponent shall always meet or exceed all local, state, and national health and safety standards, and maintain the pool enclosure in a clean, and sage condition. (Attachment 7, San Joaquin Title 22 CCR)
- F. Proponent shall participate in a complete aquatic review program by an agency such as American Red Cross, Ellis, and Associates, etc.
- G. Proponent shall provide City copies of all pool rules, and participation waivers.
- H. Proponent shall notify City about signage requirements, both mandated and optional (rules).

2.8 <u>MINIMUM QUALIFICATIONS</u>

The City is seeking a highly regarded aquatic professional with demonstrated experience in safe and established programming. Proponent must meet the following qualifications:

A. Legally capable of doing business in the City of Stockton, State of California.

3.0 PROJECT SCHEDULE OF EVENTS

The dates indicated on page *i* of this RFP are the anticipated milestones for this project. All dates are subject to change.

4.0 SUBMITTAL REQUIREMENTS

4.1 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) electronic version of the proposal to <u>city.clerk@stocktonca.gov</u>. Proposal fee shall be submitted as a separate electronic file from the submitted proposal.
- E. 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.
- F. 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.
- G. 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.
- H. The original proposal must have wet ink signatures. Modification to a proposal after the proposal submittal deadline will not be accepted by the City.

4.2 <u>COVER LETTER</u>

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.

In no more three (3) pages, the Cover Letter and Executive Summary shall include:

- A. The names of the key members of the Proponent team;
- B. The mailing address, telephone number, and the name of the main point of contact for the Proponent team;
- C. A summary of the consultant's experience and qualifications as it relates to the Scope of Work of this solicitation and the significant advantages to selecting the Proponent;
- D. An acknowledgement of receiving any addendum(s) to the solicitation document.

4.3 <u>REFERENCES</u>

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

The review team will conduct a background reference review of each respondent. Please include the following information for three (3) projects that the proposed consultant team worked on together:

- A. Name of the Project/Study
- B. Location of the Project
- C. Name, title, and contact information for the client.
- D. Project Budget
- E. Date of Completion of the Project

4.4 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.

4.5 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.

4.6 PROPOSAL FEE

Submit the proposal fee under sealed, separate envelope. Do not include with the technical proposal response. Provide detailed basic fee structure and break-down of any other charges related to your firm's proposal as specified. Finalist's fee structure may be subject to negotiation.(Attachment 8, Proposal Fee Schedule)

5.0 SELECTION CRITERIA & EVALUATION

The City is interested in selecting a qualified firm with the ability to provide the scope of work described in this solicitation and resulting awarded contract. A key component for the successful firm will be the ability to meet the performance desires of the City 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.

Proposals shall be evaluated according to; demonstrated understanding of tasks required, technical approach to specified operations, qualifications of staff, experience of company, demonstrated knowledge of best practices for identified scope, financial business strength and fee schedule proposal. Proper format and demonstrated experience will merit consideration.

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

- 1. Proponent's approach and schedule to provide all services as outlined in the Scope of Services and related documents;
- 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 Covenant;
- 5. Non-Collusion Affidavit;
- 6. References;
- 7. Submitted and signed Addendums;
- 8. Financials Review;
- 9. Interview/Presentation, if applicable; and
- 10. Any other criteria as best suits the City of Stockton.

6.0 CITY REQUIREMENTS

6.1 <u>CITY RESPONSIBILITIES</u>

City will provide all readily available plans, documentation, and data necessary for completing the above tasks.

Staff will be available as needed and will assist with coordination of stakeholder meetings and public outreach.

City will also provide:

- 1. Access to aquatics facilities;
- 2. Water Quality Operator, defibrillator and emergency equipment;
- 3. Facility signage
- 4. Janitorial services; and
- 5. Security services to be on-sight.

6.2 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 two (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)

6.3 OPTIONAL PRE-SUBMITTAL MEETING

A OPTIONAL PRE-SUBMITTAL MEETING is scheduled for MONDAY, APRIL 10, 2023, at 11:00 am (Pacific Time) at OAK PARK POOL (Attachment A).

Address: 3537 Alvarado Avenue, Stockton, CA 95205

6.4 <u>TERM</u>

The City plans to establish a two (1) year contract with two (2) possible one (1) year extension(s).

6.5 OTHER GOVERNMENT 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.

6.6 INSURANCE REQUIREMENTS

Proponent, at Proponent'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 2.

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.

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

6.7 <u>APPLICABLE LAW</u>

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.

Deliverables must conform with all applicable federal, state, and local laws. Such conformity includes compliance with federal sanctions, and Contractor certifies that it has not and will not engage in prohibited transactions with sanctioned persons or entities.

6.8 <u>METHOD OF PAYMENT</u>

Payment will be made within thirty (30) days after invoices are received and accepted by the City. Invoices are to be rendered monthly, unless prescribed differently per contract.

6.9 NOTICE TO OUT OF STATE BUSINESS

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 business, unless documentation is provided by Proponent evidencing the business is registered with the state of California.

Sales and use tax on purchases made by the City of Stockton from all companies located outside California, not registered with the state 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.

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.

6.10 <u>CONFIDENTIALITY</u>

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.

6.11 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.

6.11.A Protest Procedure

- 6.11.1 All protests must be in writing and stated as a formal protest.
- 6.11.2 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.
- 6.11.3 The protest must contain a complete statement of the basis for the protest and must include all relevant supporting documentation.
- 6.11.4 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.
- 6.11.5 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.
- 6.11.6 Deliveries of the protest by hand, mail, email or fax are acceptable.

- 6.11.7 The City is not responsible for lost or misplaced protests, or to assure the protest is received within the protest deadlines
- 6.11.8 The party challenging the award decision to bear the burden of proof of material error to justify invalidation of the proposed award.

6.11.B Protest Review

- 6.11.1 The Chief Financial Officer or designee shall respond in writing at least generally to each material issue raised in the protest.
- 6.11.2 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.
- 6.11.3 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.
- 6.11.4 Each party shall bear its own costs and expenses involved in the protest and appeal process, including any subsequent litigation.
- 6.11.5 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.
- 6.11.6 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).
- 6.11.7 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, Proponents, 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 by emailing stocktonbids@stocktonca.gov.

7.0 GENERAL REQUIREMENTS, TERMS & CONDITIONS

7.1 CONSEQUENCE OF PROPOSAL SUBMISSION

- 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.

7.2 ACCEPTANCE OR REJECTION OF PROPOSAL

A proposal shall be prepared and submitted in accordance with the provisions of these RFP 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.

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 whose proposal is 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 solicitation 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 as a result of this RFP.

Non-acceptance of any proposal shall not imply that the proposal was deficient. Rather, nonacceptance 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 RFP.

7.3 RIGHT TO CHANGE OR AMEND REQUEST

The City reserves the right to change the terms and conditions of this RFP. The City will notify potential Proponent of any material changes by posting on the City's website. No one is authorized to amend any of the RFP 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. Failure of any Proponent to not have received such information and/or clarifications/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.

7.4 <u>CANCELLATION</u>

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.

7.5 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 RFP, that it is aware of the applicable facts pertaining to the RFP process and its procedures and requirements, and that it has read and understands the RFP. 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 Solicitation 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.

7.6 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, or answers of this RFP shall be made in writing/e-mail and deliverable to:

CITY OF STOCKTON ATTN: LYNN SMITH PROCUREMENT DIVISION 400 E MAIN, 3RD FLOOR STOCKTON, CA 95202 stocktonbids@stocktonca.gov

Such request for clarifications/questions/answers shall be delivered to the City in accordance with the date identified on page *i* of this Solicitation. Any City response to a request for clarifications/questions/answers will be posted on the City's website at <u>www.stocktonca.gov/adminbid</u> the date identified on page *i* of this Solicitation and will become a part of the Solicitation. The Proponent should await responses to inquiries prior to submitting a proposal.

7.7 DISQUALIFICATION

- a. Any of the following may be considered cause to disqualify a Proponent without further consideration:
- b. Evidence of collusion among Proponents;
- c. Any attempt to improperly influence any member of the evaluation panel;
- d. Any attempt to communicate in any manner with a City of Stockton elected official during the RFP process will, and shall be, just cause for disqualification/rejection of Proponent's proposal/Proponent's bid submittal and considered non-responsive.
- e. A Proponent's default in any operation of a professional services agreement which resulted in termination of that agreement; and/or
- f. Existence of any lawsuit, unresolved contractual claim, or dispute between Proponent and the City.
- g. 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.

7.8 CONDITIONS IF WORK IS SUBCONTRACTED

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

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.

7.9 PREVAILING WAGE

It shall be the responsibility of the Contractor to comply, when applicable, with the prevailing wage rates in accordance with the State of California Department of Industrial Relations. It shall further be the responsibility of the Contractor to monitor the prevailing wage rates as established by the California Department of Industrial Relations for any increase in rates during the term of this Agreement and adjust wage rates accordingly.

CONTRACTOR REGISTRATION REQUIREMENTS- Pursuant to Labor Code Section 1771.1(a): A Contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of this section for an unregistered Contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the Contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. Department of Industrial Relations- Contractor Registration information and web link: https://www.dir.ca.gov/public-works/publicworks.html. In compliance with Senate Bill 854 and the California Labor Code, all Bidders shall include with their Bid proof of registration from the Department of Industrial Relations (DIR) that includes the contractor's Legal Name, Registration Number, License Type/Number, Registration Date and Expiration Date, for every contractor and subcontractor, regardless of tier.

This project may be subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractors must submit their certified payroll records directly to the Division of Labor Standards Enforcement Compliance Monitoring Unit, as well as the City of Stockton.

7.10 LICENSING REQUIREMENTS

Any professional certifications or licenses that may be required to perform the scope of work will be the sole cost and responsibility of the successful Proponent.

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.

7.11 INDEMNITY AND HOLD HARMLESS

To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify City of Stockton and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City of Stockton. This obligation is independent of, and shall not in any way be limited by, the minimum Insurance obligations contained in this agreement. These obligations shall survive the completion or termination of this agreement.

7.12 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.

7.13 AVAILABLE FUNDING

Any contract which results from this RFP will terminate without penalty at the end of the fiscal year in the event funds are not appropriated for the next fiscal year. If funds are appropriated for a portion of the fiscal year, this contract will terminate without penalty, at the end of the term for which funds are appropriated.

7.14 TERMINATION FOR CONVENIENCE

The City may terminate the resultant Agreement for convenience at any time by mailing a notice in writing to the Contractor.

7.15 AUDITING 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.

7.16 <u>CHANGES</u>

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.

7.17 <u>AWARD</u>

Upon conclusion of the Solicitation process, the City may award a contract may for services identified in this Solicitation. The City reserves the right to select the successful Proponent and to negotiate terms of a contract with the Proponent whose proposal is 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.

8.0 PROPOSAL DOCUMENTS

AQUATIC FACILITIES MANAGEMENT				
PUR-23-026				
SUBMITTAL DUE: THURSDAY, APRIL 13, 2023 AT 2:00 PM				
RFP Submittal Office of the City Clerk				
Electronic Mail	city.clerk@stocktonca.gov			
Proponent Business Name				
Proponent Contact Name				
Proponent Address				
Proponent Phone Number				
Proponent Email Address				
Department of Industrial				
Relations ID Number (if				
applicable)				

ATTACHMENT A - PROJECT SUBMITTAL CHECKLIST

THIS CHECKLIST IS FOR PROVIDED FOR YOUR CONVENIENCE ONLY. IT IS NOT REQUIRED TO BE SUBMITTED WITH PROPOENT PROPOSAL.

- ✓ Complete the following proposal attachments (FROM THIS PACKET ONLY SUBMIT PAGES FROM SECTION 8 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 electronic file).
- ✓ Sign the "Proponent's Covenant" form. Include (with proposal) name and e-mail address for City contact, if different from signatoree.
- ✓ Include your proposal, as outlined in these specifications.
 Please submit one (1) electronic version of the proposal to <u>city.clerk@stocktonca.gov</u>
- ✓ Review, print and sign all clarifications/questions/answers on the City's website at <u>www.stocktonca.gov/adminbid</u> and submit with proposal response.
- ✓ Use Section 8.0 Proposal Documents to deliver sealed proposal timely to City Hall, City Clerk's Office (1st floor), 425 North El Dorado Street, Stockton, CA 95202, or electronically to city.clerk@stocktonca.gov.

ATTACHMENT B- PROPONENT'S COVENANT

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.
- 5. Confidentiality: Successful Proponent hereby acknowledges that information provided by the City 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 & DATE

TITLE OR AGENCY

PHONE/FAX NUMBER

EMAIL

ATTACHMENT C - NON-COLLUSION AFFIDAVIT AFFIDAVIT FOR INDIVIDUAL PROPONENT

No. 1

STATE OF	/		<u>)</u> ss.	
County of)		
	(insert)			
			and says: That on behalf of any person	
	•	•	ed or agreed, directly or indirectly with,	
			n a sham bid, or that such other person,	
-	_	-	manner sought by collusion to secure to	
-	antage over or against the City, or any p	erson interested	l in said improvement, or over any other	
Proponent.				
(Si	gnature Individual Proponent)			
Subscribed and swor	rn to (or affirmed) before me on this	day of	, 20	
by, proved to	me on the basis of satisfactory evidence	e to be the perso	on(s) who appeared before me.	
Seal		_		
Signature				
No. 2	AFFIDAVIT FOR COR	AFFIDAVIT FOR CORPORATION PROPONENT		
STATE OF	,)ss.	
County of)		
	(insert)			
		being first du	aly sworn, deposes and says: That they	
are the	of		a corporation, which	
corporation is the pa	arty making the foregoing bid, that such	bid is genuine a	nd not sham or collusive, or made in the	
interest or behalf of	any person not named herein; that sa	aid Proponent h	as not colluded, conspired, connived or	
agreed, directly or in	ndirectly with, or induced or solicited a	any other bid or	person, firm or corporation to put in a	
sham bid, or that su	ich other person, firm or corporation s	hall or should r	efrain from bidding; and has not in any	
manner sought by co	ollusion to secure to themselves any adv	antage over or a	against the City, or any person interested	
in said improvement	, or over any other Proponent.			
Signature Corporati	on Proponent)			
	. ,			
	rn to (or affirmed) before me on this basis of satisfactory evidence to be the			
Seal				

No. 3	o. 3 AFFIDAVIT FOR FIRM, ASSOCIATION, OR CO-PARTNERSHIP			
STATE OF County of	<i></i>)ss)		
	(insert)			
party making the	, each rm, association or co-partnership, designate foregoing bid; that the other partner, or pa that such bid is	ed as artners, are		
interest or behal agreed, directly o refrain from prop	f of any person not named herein; that sai or indirectly with, or induced or solicited any posing; and has not in any manner sought b y, or any person interested in said improve	d Proponent has not other bid or person, fi y collusion to secure to	colluded, conspired, connived or rm or corporation shall or should o themselves any advantage over	
(Signature)				
(Signature)				
Subscribed and s	worn to (or affirmed) before me on this	day of	, 20	
by, proved Seal	to me on the basis of satisfactory evidence	to be the person(s) w	ho appeared before me.	

9.0 PROPOSAL EXHIBITS

9.1 Exhibit 1 – Insurance Requirements

The Risk Services Division develops insurance requirements for all contracts for the City of Stockton. The Division also reviews and approves all bonds and evidence of insurance, including Certificates of Insurance and endorsements for all contracts. Examples include:

- Contracts Constructions, Professional Services, Supplier, Lease
- Permits Encroachment, Revocable, Street Closures, Block Parties
- Bonds Performance, Maintenance, Labor and Materials
- Community Services Special Events

This project is subject to Insurance Requirements for AQUATIC FACILITIES MANAGEMENT

9.2 Exhibit 2 – Sample Contract

Any major provision changes to the sample contract should be submitted by the Proponent along with the proposal response.

9.3 <u>Attachments</u>

The following attachments have been included for this RFP:

- a. Attachment 1 Facility Locations
- b. Attachment 2 Sample Swim Schedule
- c. Attachment 3 Key Issuance Procedure & Accountability;
- d. Attachment 4 Facility Inventory
- e. Attachment 5 Directive HR-40, Fingerprinting
- f. Attachment 6 Directive HR-15, Harassment and Discrimination Policy
- g. Attachment 7 San Joaquin Health Department Notice Title 22 CCR Changes
- h. Attachment 8 Proposal Fee Schedule