REQUEST FOR PROPOSALS (RFP)
FOR THE MANAGEMENT, OPERATION &
MAINTENANCE OF SOUSA AND BROOKING
PARK SWIMMING POOLS FOR THE
CITY OF STOCKTON, CALIFORNIA
(PUR 13-009)
PROPOSALS WILL BE RECEIVED UNTIL THE HOUR
OF
2:00 O’CLOCK P.M., THURSDAY, MARCH 21, 2013, IN
THE OFFICE OF THE CITY CLERK,
FIRST FLOOR, CITY HALL, 425 NORTH EL DORADO
STREET, STOCKTON, CALIFORNIA 95202-1997
# REQUEST FOR PROPOSALS (RFP)
FOR THE MANAGEMENT, OPERATION & MAINTENANCE OF
SOUSA AND BROOKING PARK SWIMMING POOLS
(PUR 13-009)

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NOTICE INVITING PROPOSALS

NOTICE IS HEREBY GIVEN that Request for Proposals (RFP) are invited by the City of Stockton, California for specifications for the Management, Operation and Maintenance of The Sousa and Brooking Park (Formerly Weberstown West) Swimming Pools located in Stockton, California in strict accordance with the specifications.

Proposal forms and specifications are available on the City’s web site at http://www.stocktongov.com/services/business/bidflash/default.html and must be delivered to the Office of the City Clerk, City Hall, 425 North El Dorado Street, Stockton, up to but not later than, Thursday, March 21, 2013, at 2:00 p.m.

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

Information on Technical Data
Adolfo Cruz, Community Services
(209) 937-8285
e-mail: Adolfo.Cruz@stocktongov.com

Information on Bid Process/Clarification
Dianne Samples, Purchasing
(209) 937-7130
e-mail: Dianne_SAMPLES@stocktongov.com

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

Dated: February 26, 2013

//s//BONNIE PAIGE
CITY CLERK OF THE CITY OF STOCKTON
Did You:

* Complete the following proposal documents (FROM THIS PACKET ONLY SUBMIT PAGES 19 TO 21 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 the “Proponent’s Fee Schedule” form, (under separate cover).

* Sign the "Proponent’s Agreement" form. Include (with proposal) name and e-mail address for City contact, if different from signatory.

* Include your proposal, as outlined in these specifications.

* Submit one (1) ORIGINAL and three (3) COPIES of all proposal documents (unbound, no staples). Additionally, submit one (1) CD with an electronic version of the proposal.


* Deliver sealed proposal to City Hall, City Clerk’s Office (1st floor), 425 North El Dorado Street, Stockton, CA 95202, before MARCH 21, 2013, at 2:00 p.m. Sealed proposal shall be marked "Proposal" and indicate project name, number, and proposal opening date (in the same format below). Please note that some overnight delivery services do not deliver directly to the City Clerk's Office. This could result in the proposal arriving in the City Clerk's Office after the proposal opening deadline and therefore not being accepted.

A) “RFP – FOR THE OPERATION AND MAINTENANCE OF SOUSA AND BROOKING PARK SWIMMING POOLS.
B) PUR 13-009
C) MARCH 21, 2013

CONTACT INFORMATION:

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

DISCLAIMER: The City does not assume any liability or responsibility for errors/omissions in any document transmitted electronically.
REQUEST FOR PROPOSALS (RFP)
FOR THE MANAGEMENT, OPERATION & MAINTENANCE OF
SOUSA AND BROOKING PARK SWIMMING POOLS
(PUR 13-009)

1.0 GENERAL INFORMATION

1.1 REQUEST FOR PROPOSAL (RFP) PROCESS

The purpose of this Request for Proposal (RFP) is to request proponents to present their qualifications and capabilities to provide Management, Operation and Maintenance of Sousa and Brooking Park Swimming Pools (PUR 13-009) for the City of Stockton.

1.2 INVITATION TO SUBMIT A PROPOSAL

Proposals shall be submitted no later than 2:00 p.m., on Thursday, March 21, 2012, in the office of:

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

One (1) original and three (3) copies of the proposal shall be submitted. Additionally, submit one (1) CD with an electronic version of the proposal. The proposal should be firmly sealed in an envelope which shall be clearly marked on the outside, "MANAGEMENT, OPERATION AND MAINTENANCE OF SOUSA AND BROOKING PARK SWIMMING POOLS for the City of Stockton (PUR 13-009)." Any proposal received after the due date and time indicated may not be accepted and may be rejected and returned, unopened, to the proponent.

1.3 LOCAL BUSINESS PREFERENCE

Stockton Municipal Code Section 3.68.090 reads as follows:

Preference shall be given to the purchase of supplies, materials, equipment and contractual services from local merchants, quality and price being equal. Local merchants who have a physical business location within the boundaries of San Joaquin County, and who have applied for and paid a business license tax and registration fee pursuant to Stockton Municipal Code Chapter 5.08 shall be granted a three (3) percent bid preference. The three (3) percent preference shall be based on the amount of that portion of the bid which is subject to sales tax. This is intended to provide preference in the award of certain City contracts in order to encourage businesses to move into the City. (Prior code § 3-106.1)

1.4 LOCAL EMPLOYMENT—PUBLIC WORKS CONTRACTORS
Not Applicable.

1.5 CONSEQUENCE OF SUBMISSION OF PROPOSAL

A. The City shall not be obligated to respond to any proposal submitted nor be legally bound in any manner by the submission of a proposal.

B. Acceptance by the City of a proposal obligates the proponent to enter into an agreement with the City.

C. An agreement shall not be binding or valid against the City unless or until it is executed by the City and the proponent.

D. Statistical information contained in these documents is for informational purposes only. The City shall not be responsible for the accuracy of said data. City reserves the right to increase or decrease the project scope.

1.6 ACCEPTANCE OR REJECTION OF PROPOSAL

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

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

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

1.7 RIGHT TO CHANGE OR AMEND REQUEST

The City reserves the right to change the terms and conditions of this Request. The City will notify potential proponent(s) of any material changes by posting on the City’s website. No one is authorized to amend any of the Request requirements in any respect, by an oral statement, or to make any representation or interpretation in
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conflict with its provisions. If necessary, supplementary information and/or clarifications/questions/answers will be posted on the City’s website at http://www.stocktongov.com/services/business/bidflash/default.html. Failure of any proponent to not have received such information and/or clarifications/questions/answers shall not relieve such proponent from any obligation under his/her proposal as submitted.

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

1.8 CANCELLATION

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

1.9 EXAMINATION OF PROPOSAL MATERIALS

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

1.10 ADDENDA AND INTERPRETATION

The City will not be responsible for, nor be bound by, any oral instructions, interpretations, or explanations issued by the City or its representatives. Any request for clarifications/questions/answers of this Request shall be made in writing/e-mail and deliverable to:
Such request for clarifications/questions/answers shall be delivered to the City at least ten (10) calendar days prior to the date for receipt of proposals. Any City response to a request for clarifications/questions/answers will be posted on the City’s website at http://www.stocktongov.com/services/business/bidflash/default.html (not later than five (5) calendar days prior to the due date), and will become a part of the Request. The proponent should await responses to inquiries prior to submitting a proposal.

1.11 DISQUALIFICATION

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

A. Evidence of collusion among proponents;

B. Any attempt to improperly influence any member of the evaluation panel;

C. Any attempt to communicate in any manner with a City of Stockton elected official during the RFP/bid process will, and shall be, just cause for disqualification/rejection of proponent’s proposal/Proponent’s bid submittal and considered non-responsive.

D. A proponent’s default in any operation of a professional services agreement which resulted in termination of that agreement; and/or

E. Existence of any lawsuit, unresolved contractual claim, or dispute between proponent and the City.

1.12 INFORMAL PROPOSAL REJECTED

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

1.13 CONDITIONS TO BE ACCEPTED IF ANY WORK IS SUBCONTRACTED

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

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

1.14 LICENSING REQUIREMENTS

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

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.

Proof of non-profit status will be required, if applicable.

1.15 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 A.

All coverage shall be provided by a carrier authorized to transact business in California and shall be primary. All policies, endorsements, and certificates shall be subject to approval by the Risk Manager of the City of 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 that failure to maintain or renew coverage or to provide evidence of renewal may be treated as a material breach of contract.

Proponent shall satisfy these insurance requirements concurrently with the signing of the contract prior to commencement of work. Please
contact City of Stockton Risk Services at (209) 937-5037.

1.16 HOLD HARMLESS DEFENSE CLAUSE

Contractor shall defend, indemnify, and hold harmless City, its officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses, including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of Contractor, any sub-contractor, anyone directly or indirectly employed by any of them, or anyone whose acts any of them may be liable, except where caused by the active negligence, sole negligence or willful misconduct of the City.

1.17 APPLICABLE LAW

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

1.18 METHOD OF PAYMENT

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

1.19 NOTICE TO OUT-OF-STATE VENDOR

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

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

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

1.20 TERM

The anticipated contract award is for five (5) years, with an option to renew
annually for two additional years based upon written request from the Contractor at least sixty days (60) prior to the original expiration date.

1.21 COMPETITIVE PRICING

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

1.22 FUNDING

Any contract which results from this Request 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.

1.23 UNCONDITIONAL TERMINATION FOR CONVENIENCE

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

1.24 AUDITING OF CHARGES AND SERVICES

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

1.25 PROPOSAL SECURITY

Not applicable.

1.26 CONTRACT BONDS

Not applicable.
1.27 CHANGES

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

1.28 AWARD

Upon conclusion of the Request process, a contract may be awarded for the management, operation and maintenance of Sousa and Brooking Park swimming pools for the City of Stockton.

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

1.29 LIQUIDATED DAMAGES

Not applicable.

1.30 PRODUCT OWNERSHIP

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

1.31 CONFIDENTIALITY

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

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

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

1.33 MANDATORY JOB WALK

Not applicable.

1.34 PREVAILING WAGES

Not applicable.

1.35 PROPOSED'S SAFETY RESPONSIBILITY

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

Located in California’s fertile San Joaquin Valley, the City of Stockton, with a population of 293,000, offers a unique blend of rural and urban qualities. The busy inland port is the entrance to the unique San Joaquin Delta, a series of waterways and agricultural islands leading to San Francisco Bay. The county seat and financial center for San Joaquin County, Stockton has become one of the fastest developing general manufacturing, warehousing, and distribution centers in California. With agriculture as its number one product, San Joaquin County has agricultural gross receipts valued in excess of one billion dollars and one of the highest agricultural incomes per acre counties in the nation.

2.1 SCOPE OF SERVICES

This document is intended to enumerate the responsibilities of the agency that will be selected to provide management, operation and maintenance services for the Sousa and Brooking Park Pools. Sousa Pool is located at 2900 Yellowstone Avenue, Stockton CA, 95205, and Brooking Park Pool is located at 4505 Nugget Street, Stockton CA, 95207. Proponents may submit proposals on either pool or both.

The City of Stockton is soliciting proposals for the management, operation and maintenance of Sousa and Brooking Park Pools (formerly Weberstown West) located in Stockton, California. The City's intent is that the swimming pools be used to their full capacity to serve the community for recreational, social, family and community activities. It is expected that the Contractor be responsible for the management, operation and maintenance of the swimming pools, including, but not limited to, full scheduling of programs, staffing, marketing, maintenance, concession sales, pool rentals and all expenses associated with the facility. The selected Contractor will be responsible for all expenses to operate the swimming pools.

Exception:

BROOKING PARK POOL MAINTENANCE

The Webertstown Home Owners Association (WHOA) has managed this pool for over thirty (30) years. The WHOA will continue to pay for the annual pool maintenance service. This will include basic pool service including chemicals and basic equipment maintenance. All pool equipment repair will be the responsibility of the OPERATOR.
Exception:

City will pay water and utility expenses for both pools.

Sousa Swimming Pool consists of:

- A 107,100 gallon pool
- Rectangular shaped pool (75 ft x 42 ft)
- Deep end 5’, shallow end 3’
- Small locker room, Outdoor showers
- Small Office
- Restrooms: Two restrooms; male & female.

Brooking Park Swimming Pool consists of:

- A 70,000 gallon pool
- Rectangular shaped pool, 184 Lin. ft. in size.
- Deep end 8’, shallow end 3’

Selected proponent will be expected to operate and maintain the Sousa and Brooking Park swimming pools for community use according to a schedule established by agreement between the operator and the City of Stockton Community Services Department.

Program schedules must be submitted to the Community Services Department annually prior to the start of the swim season. Minimum operating hours for each pool are 30 hours per week during swim season, which must include a minimum of 15 hours per week dedicated to public open swim. The swim season is defined as months June through August, unless otherwise agreed upon by the operator and City of Stockton Community Services Department. After September 1 of each year, the schedule may be reduced at the operator’s discretion.

Obtain permits from the San Joaquin County for “Pool Operation” and “Health” plus any additional permits required to meet the Community Services Department and County Health Department requirements. In addition, the operator must meet and comply with all ADA requirements and laws.

Provide materials and supplies for all programs. Through an agreed upon inventory list, the operator may use existing Community Services Department equipment that is at each site. The Community Services Department and operator will conduct an inventory of all materials prior to the first day of operation.
2.2 PERSONNEL

1. Contractor shall hire all personnel necessary for the management, operation, and maintenance of the swimming pools. It is understood that none of the Contractor’s employees are or shall be deemed to be employees, agents, or representatives of the City. Contractor shall furnish a list of employees engaged to work at the swimming pools to the City. Contractor shall also provide necessary employee identification of personnel while on swimming pools grounds.

2. Provide a Certified Pool Operator (CPO) to maintain all aspects of pool maintenance including chlorine levels, PH levels, equipment and chemicals. Perform other routine pool maintenance as needed.

3. Provide an appropriate number of trained and certified staff (including lifeguards) to operate and maintain the pools. Copies of lifeguard certificates must be submitted to the Community Services Department prior to the first day of operation.

4. Fingerprinting/ Background Check: Contractor shall comply with the relevant portions of City’s Administrative Directive HR-40 (Attachment 3) regarding who must be fingerprinted and what offenses or disqualifiers will prohibit an individual from working at the swimming pools.

The Contractor and his employees, if applicable, are required to submit fingerprints in a manner authorized by the State of California Department of Justice. Contractor and all applicable employees shall submit fingerprints prior to start of work. The Contractor is responsible for all costs of fingerprinting and background check.

Any individual who has been convicted of certain criminal offenses (disqualifiers) is not eligible to work at the swimming pools. In addition, if any of the Contractor’s employee(s) assigned is/are subsequently found to have a disqualifying conviction, that/those employee(s) shall be immediately removed from the swimming pools and shall not be allowed to perform any further work under this Agreement. If the Contractor is subsequently found to have a disqualifying conviction, the contract may be immediately terminated by City.

The Contractor shall certify in writing to City that neither the Contractor nor any of Contractor’s employees have been convicted of any of the offenses specified in California Public Resources Code section 5164 or City of Stockton Administrative Directive HR-40. (Attachment 3)
2.3 PROGRAM OPERATION

The Contractor shall provide, on an annual basis, a program operation plan for the City’s review and approval, to include, but not limited to, day to day operations, hours of operation, classes, special events, community outreach programs for the community, trainings, marketing and any other services generally offered by the operator.

The purpose of the annual plan is to ensure that swimming pools are used to their full potential and achieve the City’s goal to serve the needs of the entire community. This shall also include an annual budget plan according to:

1. Program Fees: The City will review all fees in cooperation with the Contractor on an annual basis.

2. Operator will be responsible for all expenses associated with the swimming pools except utilities and water. Maintenance, janitorial, marketing and personnel are operator expenses.

3. Brooking Park Pool WHOA members must be allowed free public swim access during operator’s “open swim” hours.

2.4 FINANCIAL MANAGEMENT

Contractor is required to prepare and maintain financial documents necessary for the operation of the swimming pools. This includes preparing, updating, and maintaining accounting records to report true and correct expenditures; profit or loss in accordance with Generally Accepted Accounting Principles. The City reserves the right to request copies of financial reports as needed.

2.5 CITY-SPONSORED RECREATIONAL PROGRAMS

The City may use the swimming pools for a City special event if available. Contractor shall provide the City use of the facility at no charge. City will not exceed five dates per year. The City shall discuss such needs with the Contractor on a bi-annual basis.

2.6 SWIMMING POOL MAINTENANCE

Contractor shall be responsible for all building maintenance; janitorial, lighting, and overall general maintenance; and this shall include graffiti abatement to preserve the swimming pools in operable and aesthetical condition.
1. During normal operations, Contractor is expected to maintain the entire swimming pool area clean and in sanitary condition; and free from all rubbish at all times, including recreational equipment.

2. Keep facilities in clean and sanitary condition, perform routine daily maintenance, including hosing down pool decks, shower area and bathrooms; routine daily cleaning of bathroom floor, sinks and toilets; picking up of any and all trash and litter in and around the pool area; and other routine maintenance to insure total cleanliness of the entire pool area.

3. Site Inspections: The City shall reserve its right to inspect the facility to ensure the area is maintained to acceptable standards. The City shall inform Contractor of any deficiencies and shall require the Contractor to correct such deficiencies within 24-hours.

### 2.7 REVENUE PAYMENT

The selected Contractor will be responsible for all expenses detailed above and to operate and maintain the swimming pools. The City is not expecting revenue from the selected operator.

The City of Stockton would like to explore options in operating the swimming pools and maximizing their use for the community. Should the contractors not be able to operate the swimming pools without a subsidy, contractors are asked to submit a proposed annual budget, identify the level of subsidy they would require to operate the swimming pools and indicate how long the subsidy would be required. These terms will be negotiated.
3.0 PROPOSAL GUIDELINES, CONTENT AND FORMAT

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

A. Evidence of the Proponent’s ability to be responsive to this project in regard to timeliness and expertise, including availability of staff proposed to be assigned.

B. The Proponents are encouraged to expand on the Scope of Work to demonstrate their expertise. Evaluation of the proposals will be based on qualifications, the experience of staff proposed to be assigned to the project, references and thoroughness of the proponent’s response to the Scope of Services.

C. Such additional information that the Proponent may feel would be pertinent to assist the City of Stockton in making its final decision.

D. Please submit one (1) original and three (3) copies of your proposal/qualifications. One copy should be unbound to allow us to reproduce your proposal, as needed. Additionally, submit one (1) CD with an electronic version of the proposal and all submitted proposal documents.

3.0.1 COVER LETTER

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

3.0.2 MINIMUM EXPERIENCE QUALIFICATIONS SUMMARY

A statement of professional experience and ability.

3.0.3 MANAGEMENT/METHOD OF OPERATION

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

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

3.0.5 FINANCIAL STATEMENT

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

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

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

3.0.6 CORPORATE STRUCTURE, ORGANIZATION

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

3.0.7 PROPOSAL FEE (UNDER SEPARATE COVER)

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

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

3.0.9 Material and data not specifically requested for consideration, but which the proponent wishes to submit must not appear with the Proposal Form, but may appear only in an “Additional Data” section. This has specific reference to the following types of data.
REQUEST FOR PROPOSALS (RFP)
FOR THE MANAGEMENT, OPERATION & MAINTENANCE OF
SOUSA AND BROOKING PARK SWIMMING POOLS
(PUR 13-009)

Generalized narrative of supplementary information; and Supplementary graphic material

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

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

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

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

3.1 EVALUATION PROCEDURE AND CRITERIA

The City is interested in selecting a qualified firm with the ability to provide The Operation and Maintenance of Sousa and Brooking Park swimming pools. A key component for the successful firm will be the ability to meet the City's performance desires while minimizing the cost.

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

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

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

1. Proponent’s ability to provide all services as outlined in the Scope of Services;
2. Related experience with similar projects, company background and personnel qualifications;

3. Proponent’s Fee Schedule: completed and signed (under separate sealed cover);

4. Proponent’s ability to operate and maintain the facilities at minimal or no cost to the City of Stockton

5. Proponent’s Agreement;

6. Non-Collusion Affidavit;

7. References;

8. Any other criteria as best suits the City of Stockton.

3.2 PROPOSED DEVELOPMENT COSTS

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

3.3 PROPOSENT CONTACT

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

3.4 CITY’S USE OF PROPOSAL MATERIAL

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

3.5 REJECTION OF PROPOSAL

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

A) RFP – THE MANAGEMENT, OPERATION AND MAINTENANCE OF THE SOUSA AND BROOKING PARK SWIMMING POOLS

B) PUR 13-009

C) MARCH 21, 2013

COMPANY NAME: ________________________________

CONTACT NAME: ________________________________

ADDRESS: ________________________________

TELEPHONE NUMBER: __________________________

EMAIL: ________________________________
REQUEST FOR PROPOSALS (RFP)
FOR THE MANAGEMENT, OPERATION & MAINTENANCE OF
SOUSA AND BROOKING PARK SWIMMING POOLS
(PUR 13-009)

PROPOINENT’S AGREEMENT

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

1. They have carefully examined the Scope of Work and all other provisions of this document and understand the meaning, intent and requirements of same.

2. They will enter into contract negotiations and furnish the services specified.

3. They have signed and notarized the attached Non-Collusion Affidavit form, whether individual, corporate or partnership. Must be ‘A Jurat’ notarization.

4. They have reviewed all clarifications/questions/answers on the City’s website at http://www.stocktongov.com/services/business/bidflash/default.html.

5. Confidentiality: Successful Proponent hereby acknowledges that information provided by the City of Stockton is personal and confidential and shall not be used for any purpose other than the original intent outlined in the Request for Proposal. Breach of confidentiality shall be just cause for immediate termination of contract agreement.

__________________________________________________________________________
FIRM

__________________________________________________________________________
ADDRESS

__________________________________________________________________________
SIGNED BY

__________________________________________________________________________
TITLE OR AGENCY

__________________________________________________________________________
TELEPHONE NO./FAX NO.

__________________________________________________________________________
DATE

__________________________________________________________________________
E-MAIL ADDRESS
No. 1    AFFIDAVIT FOR INDIVIDUAL BIDDER

STATE OF CALIFORNIA,      )ss.
County of ____________________________

(insert)

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

(Signature Individual Bidder)

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

Seal __________________________________________

Signature _______________________________________

No. 2    AFFIDAVIT FOR CORPORATION BIDDER

STATE OF CALIFORNIA,      )ss.
County of ____________________________

(insert)

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

(Signature Corporation Bidder)

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

Seal __________________________________________

Signature _______________________________________

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

STATE OF CALIFORNIA,      )ss.
County of ____________________________

(insert)

(each being first duly sworn, depose and say: That they are a member of the firm, association or co-partnership,

designated as _____________________________, who is the party making the foregoing bid; that the other partner, or partners, are ____________________________, that such bid is genuine and not sham or collusive, or made in the interest or behalf of any person not named herein; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation shall or should refrain from proposing; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Bidder.

(Signature)

(Signature)

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

Seal __________________________________________

Signature _______________________________________
EXHIBIT A
INSURANCE REQUIREMENTS
SWIMMING POOL OPERATOR

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

1. INSURANCE Throughout the life of this Contract, the Operator shall pay for and maintain in full force and effect with an insurance company admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A: VII" in Best Insurance Key Rating Guide, the following policies of insurance:

   A. **AUTOMOBILE LIABILITY** insurance, endorsed for "any auto" with the following limits of liability: Bodily Injury $250,000 each person and $500,000 each occurrence. Property Damage $100,000 each occurrence.

   B. **WORKERS' COMPENSATION** insurance as required under the California Labor Code and Employers Liability Insurance with limits not less than $1,000,000 per accident/injury/disease.

   C. **COMMERCIAL OR COMPREHENSIVE GENERAL LIABILITY AND MISCELLANEOUS SUPPLEMENTARY INSURANCE**;

   FOR ADDITIONAL REQUIREMENT(S):

   (i) **COMMERCIAL OR COMPREHENSIVE GENERAL LIABILITY** insurance which shall include Contractual Liability, Products and Completed Operations coverage’s, Bodily Injury and Property Damage Liability insurance (also including coverages for sexual abuse and molestation coverage) with combined single limits of not less than $5,000,000 per occurrence, and if written on an Aggregate basis, $10,000,000 Aggregate limit.

Deductibles and Self-Insured Retentions must be declared and are subject to approval by the CITY.

The Policy(s) shall also provide the following:

1. The Commercial General Liability insurance shall be written on ISO approved occurrence form with additional insured endorsement naming: City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers are additional insureds.

2. All insurance required by this Agreement shall be with a company acceptable to the CITY and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date OPERATOR completes its performance of services under this Agreement.

3. For any claims related to services or products provided under this contract, the Operator’s insurance coverage shall be primary insurance as respects the City of Stockton its officers, agents, and employees. Any coverage maintained by the CITY shall be excess of the Operator's insurance and shall not contribute with it. Policy shall waive right of recovery (waiver of subrogation) against the CITY.
4. Each insurance policy required by this clause shall have a provision that coverage shall not be cancelled by either party, except after thirty (30) days’ prior to written notice by certified mail, return receipt requested, has been given to the CITY. Further, the thirty (30) day notice shall be unrestricted, except for workers’ compensation, or non-payment of premium, which shall permit ten (10) days advance notice. The insurer and/or the contractor and/or the contractor's insurance agent shall provide the CITY with notification of any cancellation, major change, modification or reduction in coverage.

5. Regardless of these contract minimum insurance requirements, the Operator and its insurer shall agree to commit the Operator's full policy limits and these minimum requirements shall not restrict the Operator's liability or coverage limit obligations.

6. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the California Civil Code.

7. The Company shall furnish the City of Stockton with the Certificates and Endorsement for all required insurance, prior to the CITY's execution of the Agreement and start of work.

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

   City of Stockton
   Attention: Risk Services
   425 N. El Dorado Street
   Stockton, CA 95202

9. Upon notification of receipt by the CITY of a Notice of Cancellation, major change, modification, or reduction in coverage, the Operator shall immediately file with the CITY a certified copy of the required new or renewal policy and certificates for such policy.

Any variation from the above contract requirements shall only be considered by and be subject to approval by the CITY’s Risk Manager (209) 937-8617. Our fax is (209) 937-8558.

If at any time during the life of the Contract or any extension, the Operator fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately. Any failure to maintain the required insurance shall be sufficient cause for the CITY to terminate this Contract.

If the Operator should subcontract all or any portion of the work to be performed in this contract, the Operator shall cover the sub-contractor, and/or require each sub-contractor to adhere to all subparagraphs of these Insurance Requirements section. Similarly, any cancellation, lapse, reduction or change of sub-contractor's insurance shall have the same impact as described above.
I. PURPOSE

A. To provide a uniform policy and procedure for the administration of the City of Stockton Mandatory Fingerprinting Program, in accordance with California Public Resources Code section 5164, California Education Code section 10911.5, California Penal Code sections 11105, 11105.3, 13300, and any other applicable state and federal laws.

B. To ensure that the City of Stockton, as an agency receiving criminal history information, complies with the requirements of the State of California, Department of Justice, Division of Criminal Justice Information Services.

II. POLICY

A. Employees Having Direct Contact With Minors. It is the policy of the City of Stockton to obtain criminal history information for all prospective, as well as current, full-time (including provisional and temporary), part-time, volunteer (including the San Joaquin County Alternate Work Program or any other community service or volunteer organization), and contractual employees in any department who have direct contact with minors. This requirement shall be a condition of employment for all employees who have direct contact with minors.

The City of Stockton will not hire or retain any person or permit any person to volunteer his/her services to work with children in any department who has been convicted of certain criminal offenses (disqualifiers), as specified in California Public Resources Code section 5164.

B. Employees Performing Sensitive Duties. In addition, to implement Stockton Municipal Code section 2-130, the City of Stockton will obtain criminal history information for all persons applying for positions that require the employee to:

1. Perform sensitive and/or fiduciary duties, such as handling public funds or confidential documents.

2. Enter privately owned property, structures, or curtilages
3. Care for ill, injured, or incapacitated members of the public.

4. Have access to a secure facility.

5. Have direct contact with minors. “Direct contact with a minor” shall mean any of the following, in the course of paid or unpaid work:
   a. The care, supervision, guidance, or control of a minor on any basis.
   b. Close physical proximity to a minor on more than an “occasional” or “incidental” basis.
   c. Talking face-to-face with or within eye contact of a minor on more than an “occasional” or “incidental” basis.

   “Occasional” shall mean irregular or infrequent. “Incidental” shall mean occurring by chance or in isolation. If the job specifications for apposition requires contact with a minor on any basis, then the contact is neither “occasional” nor “incidental.”

6. Have access to a secure facility.

C. The City of Stockton, in its discretion, may refuse to hire any person or permit any person to volunteer his/her services who has been convicted of any of the offenses (disqualifiers) specified in Appendix A of this policy.

D. In making any employment or retention decision based upon a disqualifier, the Director of Human Resources shall consider, among other factors: the employment classification to which the person is applying or being certified, including its sensitivity; the nature and seriousness of the conduct; whether there is a rational relationship between the employment duties and the nature of the conduct; the circumstances surrounding the conduct; the recentness of the conduct; the age of the individual at the time of the conduct; and the presence or absence of rehabilitation or efforts at rehabilitation.

E. Submission of fingerprints, as specified in the sections above, shall be a condition of employment.
F. This policy shall not apply to one-day events or programs.

G. This policy shall be administered by and is the responsibility of the Director of Human Resources.

III. PROCEDURES

A. Administration of Criminal Offense Record Information (CORI).

1. The Human Resources Department shall enter into an agreement with the California Department of Justice for the purpose of electronically exchanging criminal offender information. This information shall be accessible only to designated individuals in the Human Resources Department, and the affected computer terminal shall be located in a secure area to provide protection from unauthorized access. CORI shall be made available to the City Auditor and designated members of his/her staff for the sole purpose of performance audits in accordance with Stockton Municipal Code section 2-131.B.

   a. Security. Any questions regarding the release, security, and privacy of CORI shall be resolved by the Director of Human Resources.

   b. Destruction. CORI shall be destroyed after the employment determination has been made, and copies of the CORI information will be destroyed in such a way that the employee's name can no longer be identified.

   c. Dissemination. CORI shall be used only for the purpose for which it was requested; except that, the City Auditor shall have access to and shall examine CORI in connection with his/her duties under section 1501(d) of the City Charter.

   d. Storage. CORI shall be securely maintained and accessible only to the Director of Human Resources or his/her designees and the City Auditor or his/her designees, who are committed to protect such information from unauthorized access, use, or disclosure.
Subject: FINGERPRINTING OF APPLICANTS, EMPLOYEES, AND VOLUNTEERS APPLYING FOR AND HOLDING POSITIONS WITH THE CITY OF STOCKTON

e. **Reproduction.** CORI shall not be reproduced for secondary dissemination.

f. **Subsequent Arrest Reports.** Any Subsequent Arrest Reports for separated employees, volunteers, and contract personnel shall be immediately returned to the Department of Justice.

2. The Director of Human Resources and/or his/her designees who are involved in the administration of this policy, and the City Auditor and/or his/her designees who conduct performance audits, shall be fingerprinted and cleared by the Department of Justice prior to attaining access to CORI. Each employee given CORI access shall be fingerprinted and processed through the California Department of Justice. In addition, those employees shall execute a copy of the Employment Statement issued by the Department of Justice, which statement shall be maintained on file in the Human Resources Department.

B. **Fingerprint Procedures and Review of CORI.** All applications for employment and requests to volunteer services, without exception, are to be made to the Human Resources Department.

1. All applicants for employment covered under this policy (as set forth in sections II. A and B, above), including part-time, volunteer, and contract personnel, shall be provided with a fingerprint application and required to submit one set of fingerprints to the Department of Justice prior to the pre-employment physical examination. (Note: This requirement shall not apply to those concessionaires who contract with the Parks and Recreation Department solely to rent space to conduct their own business.)

2. The applicant, volunteer, or contract personnel shall hand-carry the fingerprint application, along with a valid California driver's license or identification card, to the Stockton Police Department Evidence Identification Section to complete the fingerprint process.

3. Upon receipt of CORI, including Subsequent Arrest Information, the designated Human Resources employees shall review the information for any arrests or convictions for disqualifiers. If there are no disqualifiers, the clearance date shall be entered into the
confidential database set up for this specific purpose. Upon the employee’s separation from City service, the California Department of Justice shall be notified of the separation to ensure that Subsequent Arrest Notifications are no longer received.

4. In the event CORI, including Subsequent Arrest Information, reveals disqualifiers, the Director of Human Resources shall evaluate the effect and potential effect of the employee’s record of arrest on his/her position of employment, fellow employees, and the public in accordance with sections II.B.2, above; and shall take appropriate action to maximize public safety and minimize potential liability while respecting the rights of the employee or volunteer. No applicant for employment will be permitted to report for work until the Director of Human Resources, or his or her designee, has first determined from review of the CORI information that the applicant has no disqualifying convictions.

In addition, any employee or volunteer who has direct contact with minors and for whom a disqualifier is subsequently revealed shall be subject to any one of the following actions:

a. Transfer to a comparable position whose duties require no direct contact with children.

b. Reassignment to another department.

c. Placement back into a previously held position.

d. Termination.

5. The notice of rejection of application for employment or the notice of termination due to disqualifiers is the sole responsibility of the Human Resources Department. The Human Resources Department will immediately notify the Department of Justice that the affected applicant, employee, or volunteer has been rejected and that subsequent reports are not necessary.

6. The appointing authority shall not make a hiring decision until after CORI has been received and reviewed by the Human Resources Department.
7. The applicant, employee, or volunteer shall be responsible for reporting any conviction or arrest pending final adjudication to the Human Resources Department. If any conviction or arrest pending adjudication occurs while the employee or volunteer is working for the City, the employee or volunteer shall report that conviction or arrest to the Human Resources Department. Failure to report an arrest or conviction shall be grounds for disciplinary action, up to and including termination.

8. Employees transferring or promoting to positions covered under this directive shall have a right of reversion to a previously held position in the event subsequent arrest information reveals a disqualifier; EXCEPT THAT the City reserves its right to discipline an employee, up to and including termination, pursuant to the City Charter, Stockton Municipal Code, Civil Service Rules, collective bargaining agreements, and/or any applicable laws or regulations.

IV PENALTIES

A. Misuse of CORI is a criminal offense, which may result in criminal or civil prosecution and may result in administrative action up to and including loss of access to information maintained by the Department of Justice and/or termination of employment, in accordance with City Charter sections 1201(a) and 1502, Administrative Directive No. HR-008, applicable memoranda of understanding, and/or the Civil Service Rules and Regulations.

B. Any violation of this policy shall result in disciplinary action, up to and including termination from City service.

APPROVED:

______________________________
J. GORDON PALMER, JR.
CITY MANAGER