

# CITY OF STOCKTON



## REQUEST FOR PROPOSALS (RFP) PUR 23-006

### LIBRARY SELF-CHECKOUT SYSTEMS

PROPOSALS WILL BE RECEIVED UNTIL THE HOUR OF 2:00 PM, THURSDAY, DECEMBER 29, 2022 IN THE OFFICE OF THE CITY CLERK, FIRST FLOOR, CITY HALL, 425 NORTH EL DORADO STREET, STOCKTON, CALIFORNIA 95202-1997

**REQUEST FOR PROPOSALS (RFP)**  
**Library Self-Checkout Systems**

*\*Dates and Times are Subject to Change\**

<b>RFP INFORMATION</b>	
<b>PUR-23-006</b>	
Contact	Alexandria De Lashmutt
Email Address	<a href="mailto:stocktonbids@stocktonca.gov">stocktonbids@stocktonca.gov</a>
Pre-Submittal Meeting	There is no pre-submittal meeting for this project.
MANDATORY/OPTIONAL Site Tour	There is no pre-submittal meeting for this project.
RFP Submittal Mailing, Delivery Address and Electronic Mail	Office of the City Clerk 425 North El Dorado Street, First Floor Stockton, CA, 95202-1997 <a href="mailto:city.clerk@stocktonca.gov">city.clerk@stocktonca.gov</a> (if applicable)
Due Date for Questions and Clarifications	December 1, 2022, 5:00 P.M. (local time)
Due Date for Response to Questions/Clarifications	December 15, 2022
RFP Submittal Due Date & Time	December 29, 2022, no later than 2:00 PM (local time)  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.
Short-List Interviews (if applicable)	TBD
Bid Security & Bonds	<input type="checkbox"/> Bid Security <input type="checkbox"/> Bonds
Labor Compliance	<input type="checkbox"/> DIR Registration <input type="checkbox"/> Contractor's License

## NOTICE INVITING PROPOSALS

NOTICE IS HEREBY GIVEN that sealed proposals will be received no later than **Thursday, December 29, 2022 at 2:00 pm (local time)** by the City of Stockton, California for Library Self-Checkout Systems – PUR 23-006 in strict accordance with the specifications.

The City of Stockton, herein after referred to as the “City”, is requesting proposals from firms or individuals, herein after referred to as “Proponent” to provide self-checkout machines, related software, and services for the library’s system. The City is seeking to have a qualified proponent supply, deliver, install, train, maintain, and service the machines.

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. Proponents are hereby notified that the successful Proponent and any subconsultant under them shall pay prevailing wage rates in accordance with the State of California Department of Industrial Relations. The successful Proponent shall be required to furnish a Labor and Material Bond and a Faithful Performance Bond, each in the sum of one hundred percent (100%) of the contract price. Said bonds shall be furnished by a company authorized to issue surety bonds in the State of California. On official forms furnished by City, said bonds shall be executed by the surety and contractor before or concurrently with the signing of the contract.

**Proposal forms and specifications are available on the City’s website at <https://www.stocktonca.gov/services/business/bidflash/default.html>.** Sealed proposals must be delivered to the Office of the City Clerk, City Hall, 425 North El Dorado Street, Stockton, CA 95202 unless electronic mail delivery to [city.clerk@stocktonca.gov](mailto:city.clerk@stocktonca.gov) is applicable. 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 Alexandria De Lashmutt at [stocktonbids@stocktonca.gov](mailto:stocktonbids@stocktonca.gov) or (209) 937-8357.

ELIZA GARZA, CMC, CITY CLERK  
CITY OF STOCKTON

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## 1.0 BACKGROUND/SUMMARY

The Stockton-San Joaquin County Public Library System (SSJCPL) provides services at 12 branches, 3 micro libraries, one bookmobile, and one new branch library will be opening in Spring 2023

SSCPL procured a new self-checkout system in 2010. The machines that were purchased are no longer supported as they run on Windows XP and the programming is no longer updated and maintained by the original vendor.

SSJCPL is seeking proposals from qualified firms to provide self-checkout machines, related software, and services for the library's system. All self-checkout machines must be compatible and work seamlessly with the current Integrated Library System ("ILS") SirsiDynix Symphony using SIP2/NCIP protocol, or the application programming interface (API) for communication with SirsiDynix.

## 2.0 SCOPE OF WORK

The City of Stockton (City), on behalf of SSJCPL, is soliciting proposals for self-checkout machines, self-checkout software interface, and support to be used in the library branches. The successful proponent shall supply, deliver, install, train, maintain, and service the machines.

SSJCPL is looking for self-checkout machines; please clearly define your solution, each component, and all specifications of the solution.

### 2.1. [ADA Compliant Self-Checkout Machine](#)

- a. Kiosk unit (stand-alone), and/o
- b. Tabletop model, and/or
- c. Wall mounted model
- d. Describe ergonomic solutions and explain if those solutions are fixed or adjustable
- e. Interface Languages: Besides English and Spanish, what other languages are supported?
- f. Identify if the solution offers an optional use of pin with library card
- g. Offline solutions for power/internet/ILS server outages
- h. Encryption

### 2.2. [Integrated Self-Checkout Machine Components](#)

- a. Touchscreen enabled monitor

- b. Barcode scanner
  - i. Compatible with smartphone screens
  - ii. Is it infrared?
- c. Thermal paper receipt printers
- d. Software that seamlessly integrates with Sirsi-Dynix
  - i. Cloud-based Software as a Service (“SaaS”). Describe if the solution is TLS or https to have secure communication between self-checkout and SaaS Symphony server.
  - ii. Explain how software is installed and updated
- e. Explain encryption
- f. Define the communication workflows used- SIP2/API
- g. Identify stunnel communication requirements

2.3. [Payment system.](#)

- a. Explain card reader type being provided and what it supports
- b. Coin and bill tower
- c. PCI compliance
- d. Merchant service account options
- e. Payment system to include integration with ILS so customers can complete the payment transaction without assistance from Library Staff
- f. Describe if payment system would rely on ILS for self-checkout

2.4. [Other Services](#)

- a. Required Licenses and subscriptions
- b. Delivery
- c. Installation
- d. Maintenance
- e. Training
- f. Service/Warranty

2.5. [General Solution Requirements](#)

2.5.1 Proponent shall be DIR Certified and provide PWC registration number in proposal.

- 2.5.2 Self-checkout solution shall be a fully operational, free standing self-checkout system and include all hardware and software.
- 2.5.3 Self-checkout system pricing shall include delivery, prevailing wage installation, configuration, customization, staff training, testing, user documentation, warranty, maintenance, service upgrades for hardware and software, and inclusive of software patches, support and subscriptions.
- 2.5.4 On-site training shall be provided to circulation staff, technical services staff, system administrators, and other front facing public support staff.
- 2.5.5 Training materials shall be provided in electronic format with perpetual license for distribution within SSJCPL.
- 2.5.6 SSJCPL will have full access to sales and technical staff during planning, installation, and implementation phases of project.
- 2.5.7 Identify if Proponent is a SirsiDynix “Certified Solution Provider”.
- 2.5.8 Proponent shall demonstrate experience in library systems of similar size and scope as the SSJCPL system.
- 2.5.9 Identify any and all third-party vendor products/services required to fully operate the proposed solution. Proposals shall include sample contracts for all third-party vendor terms and conditions such as credit card equipment and processors, merchant services agreements, and other terms and conditions related to any third-party insolvent.
- 2.5.10 Items, options, or restrictions related to Sole Source requirements by Proponent shall be clearly identified in proposal.
- 2.5.11 Solution shall be guaranteed for 7 years for durability, software updates, prevention of repairs, and shall not be end of life or close to being obsolete/discontinued.

2.6. [Self-Checkout Machine Requirements](#)

The offered solution shall meet or exceed the following specifications below.

2.6.1 Machine shall have:

- a. Ability to check out all eligible library items and send information to the Sirsi ILS and automatically update the customer account in real time.



- b. “User friendly” ability for customers to check out materials without Library Staff assistance.
- c. Ability to be free standing and efficient to use.

2.6.2 Barcode scanners shall be:

- a. Hands-free
- b. Support non-RFID media case unlocking capabilities shall be intuitively aligned with the self-checkout process and not require staff assistance.
- c. Able to read customer and library material barcodes (Library currently uses coda bar 39-digit barcodes following standard ANSI Barcode specifications).
- d. Able to read library cards that are both credit card and key tag sized.
- e. Ability to read barcodes on smartphone screens and support image scanning capabilities for reading of 1D and 2D barcodes on paper and digital display.

2.6.3 Software will allow changes and additions to information printed on the receipt with configurable information such as library name, logo, phone number, library hours, web page address, titles of items checked out, number of items checked out and date due.

2.6.4 Solution shall offer receipt options as follows: print, do not print, or receive by email.

2.6.5 Ability to display customer’s account information including balances, for example:

- a. Customer has items checked out including due dates and titles.
- b. Customer owes money on account.
- c. Customer has accrued fines on account.
- d. Customer has hold requests.

- e. Customer's borrowing privilege is blocked due to assessed or accrued fines in excess of the library's defined maximum.
- f. Customer's borrowing privilege is blocked due to a staff-assigned blocking note.
- g. Customer's borrowing privilege has expired.

2.6.6 Receipt printer quiet enough for a library environment and use BPA-Free thermal paper.

2.6.7 Back-end platform shall provide administrative tasks and identify the option for standard and customized reports. Administrative tasks shall include generating reports to obtain statistics and payment information such as number of check outs per station, cash and credit card totals, itemized sales reports, itemized credit card reports, and sales summary reports.

2.6.8 Components that can be quickly and easily replaced when not functioning properly.

2.6.9 "Finished or Complete" button to clear the screen after a transaction to protect customers' privacy.

2.6.10 A time-out feature if customers do not voluntarily end session that is library configurable.

2.6.11 Remote management capability for configuration changes and diagnostics by Library Staff.

2.6.12 Troubleshooting function including built-in self-diagnostics.

2.6.13 Ability to key-in customer library card number. Option to require the customer to authenticate via a combination of library card number and PIN via touchscreen input.

2.6.14 Ability to provide information in multiple languages. At a minimum, English and Spanish shall be offered.

2.6.15 Unit programming shall include detailed, step by step help screens to assist customers through the checkout procedure, timeout, and end of session.

2.6.16 Responsive touch screen requirements:

- a. On-screen customer information shall be configurable to library's requirements,
- b. accommodate confidentiality issues, and
- c. guarantee security of credit/debit card information.

2.6.17 Ability to give on-screen messages to customers that are transmitted from the Sirsi database. Library Staff will need to be able to easily make changes to customizable messages.

2.6.18 Ability to perform offline transactions and maintain records of all bar codes checked out when the ILS is offline, and then upload transactions when the ILS is back online.

2.6.19 Americans with Disabilities Act (ADA) compliancy, pursuant to the law set forth in the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101, et. seq., and/or any properly promulgated rules and regulations relating thereto.

- a. Read-to-user option (for vision impaired).
- b. Text/voice/video instruction easily guides the customer through the checkout process using touchscreen technology including language options.

2.6.20 Meet OSHA requirements regarding radiation safety, noise control and UL listed.

2.6.21 Ability to operate on the SSJCPL network using Ethernet standard jacks.

2.6.22 Pre-configured anti-virus software and secure user shell (no admin rights by default).

2.6.23 Industry standard encryption.

2.6.24 Ability to respond within four (4) hours via telephone acknowledging SSJCPL's notice that a unit is out of service. On-site work shall begin within 24 hours of notification from SSJCPL.

2.6.25 A minimum availability of Monday – Friday 9am – 5pm. Define the Proponent’s hours of operation and technical support available (e.g. 800 number, hours support available, support office location, website with FAQs, etc.). The options and pricing attachment shall provide space to describe other support availability options if they differ in price.

- a. SSJCPL hours of operations are: Monday – Thursday 9am – 9pm, Friday 9am – 6pm, Saturday 9am – 5 pm, Sunday 1pm – 5pm.
- b. Proponents shall provide pricing for responses outside of core maintenance hours if it is an option (E.g., Option to get Saturday service for an a la cart price for an occasional or unexpected need).

2.7 [Delivery, Installation, Training, Set up requirements by Vendor or SSJCPL](#)

2.7.1 All equipment shall be delivered and invoiced prior to June 30, 2023. If equipment is not delivered and fully invoiced prior to this date, the City has the option to cancel the order without cost or penalty.

2.7.2 Proponent shall coordinate delivery and testing of system with Library Information Technology personnel at designated library branches.

2.7.3 The units shall be shipped FOB Destination, Freight Prepaid and Allowed. The City reserves the right to purchase fewer or additional units.

2.7.4 Proponent shall deliver, set up, test, and install units in coordination with SSJCPL Staff. Units shall be fully functional no later than 60 days after purchase order is issued, unless otherwise requested by the SSCPL Staff.

2.7.5 Identify if Proponent shall require their technical staff to remote access into the SSCPL’s system to install, update, or troubleshoot.

2.7.6 Identify if Proponent requires use of third-party subcontractors for installation and setup of equipment. Arrangements shall be identified and described in the proposal.

2.8 [Maintenance and Service Standards and Requirements](#)

2.8.1 Proponent will provide an annual maintenance agreement covering all part failures, software upgrades, hardware upgrades and diagnosis. The proponent shall provide maintenance services for machines and software acquired under the awarded contract. Maintenance costs are assumed to begin in year two (2) of the contract, on the anniversary of delivery and acceptance.

- 2.8.2 Describe if loaner equipment/parts are available a temporary solution until replacement(s) arrive.
- 2.8.3 Parts – specify who is responsible for the maintenance, repair, or replacement of parts., and list any parts that are not covered under annual maintenance agreement.
- 2.8.4 Five (5) year guarantee of automatic replacement upgrades.
- 2.8.5 Proposal shall have a minimum of 12-month, 100% money-back performance guarantee on all equipment purchased and covered by a 12-month warranty and service agreement. 12-month warranty shall be included in the cost of each unit and start after the unit has been installed.
- 2.8.6 Training on the operation of the units after the units are installed and fully operational.
- 2.8.7 Software patches and service pack releases shall be supplied at no additional charge to City and shall be performed by the Proponent.
- 2.8.8 Local service technicians shall be equipped with parts normally required to service the equipment and reduce downtime. Identify whether service is provided by a third-party, and if so, identify that subcontractor and provide information about subcontractor’s experience.
- 2.8.9 New software releases shall be accompanied by comprehensive system documentation outlining:
  - a. Newly available features;
  - b. Known bugs, and
  - c. Procedures for implementing and customizing new capabilities.
- 2.8.10 The self-checkout machines shall have a minimum expected lifecycle of five (5) to seven (7) years. Indicate estimation of the useful life of the core self-check machine in proposal.
- 2.8.11 Maintenance and support of cash and credit card transactions shall be provided in case of malfunction and damage of unit, or if hardware upgrade is required for use.

## 2.9 [Payment System Maintenance and Service Standards and Requirements](#)

The system shall meet the Payment Card Industry (PCI) Data Security Standards (DSS). The system design and implementation shall also minimize the library system's PCI DSS requirements. System shall accept EMV chip/PIN credit/debit cards. Proponent must address how the company will communicate and implement security, hardware or software changes that will affect the financial system

- 2.9.1 Proposal shall include the minimum specifications for existing PC and Local Area Network (LAN) to operate in conjunction with the Proponent's software and specify if the system has a cloud solution.
- 2.9.2 Ability for customers to pay library fines or fees via a credit/debit card or cash with an immediate update to the library customers' ILS account related to the full or partial library fine payment.
- 2.9.3 Ability for Library Staff to configure which payment options to use (e.g., turn off credit/debit card or cash payment options).
- 2.9.4 Ability to provide a payment receipt with transaction details and print management functionality.
- 2.9.5 Customizable messages to inform customers as to why a transaction cannot be completed or when customer's card is refused for any reason (blocked/barred/expired).
- 2.9.6 The proposal shall provide onsite software integration support between the self-check machines and ILS software to ensure proper setup, if needed.
- 2.9.7 Option/Capacity for a "turn-key" option for credit card processing and self-checkout, in order to minimize Library PCI DSS requirements. Any associated third-party contracts and costs shall be specifically outlined and included in proposal.
- 2.9.8 Ability for Library Staff to configure payment limits for allowable check-out amounts (e.g., offer customer option to pay a portion of bill when the customer has a bill due).
- 2.9.9 Cash collecting device shall accept bills in denominations of \$1, \$2, \$10, and \$20, and coins of 0.01, 0.05, 0.10, 0.25, 0.50, and 1.00.

2.9.10 Provide an option for payment using near-field communications (NFC) that allows users to make payments via smart devices.

2.10 [Optional Items for Consideration](#)

2.10.1 May offer other options for Proponent's devices/model family.

2.10.2 May offer options regarding additional language capabilities beyond English and Spanish.

2.10.3 SSJCPL is interested in additional capabilities of device including the ability to promote library programs on screen, compatibility with MYPC software including print release and PC reservation capabilities, mobile printing, access to library website, and meeting room reservation.

2.11 [Pricing](#)

2.11.1 Pricing shall be on a per machine basis and, to allow SSJCPL to buy one or more machines at a time.

2.11.2 If offering multiple solutions, pricing for each option in Proposal Fee shall include the cost of the core machine, all required additional components and/or software. Each option offered shall be priced individually and specify if a volume/package discount is being proposed.

2.11.3 Maintenance shall be priced for the core machine, with proposed additions as necessary on a per machine basis for each option offered.

2.11.4 Any systemic or base-level maintenance costs (e.g., not associated with a specific machine, but required to support the entire installation or required to support the use of an option), shall be clearly described.

### 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) original and five (5) copies of your proposal/qualifications. Additionally, submit one (1) electronic version of the proposal via one (1) USB, or emailed electronically to [city.clerk@stocktonca.gov](mailto:city.clerk@stocktonca.gov). The original should be unbound to allow us to reproduce your proposal, as needed.
- E. The proposal must be submitted, typewritten on 8½" X 11" white paper and must be bound in a secure manner.
- F. 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.
- G. 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.
- H. 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.
- I. 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 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.

In no more than 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. An acknowledgement of receiving any addendum(s) to the RFP document.

#### 4.3 REFERENCES

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.

### 5.0 SELECTION CRITERIA & EVALUATION

The City is interested in selecting a qualified firm with the ability to provide PROJECT DESCRIPTION. 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. Financials Review;
8. Interview/Presentation, if applicable; and
9. Any other criteria as best suits the City of Stockton.

## 6.0 CITY REQUIREMENTS

### 6.1 CITY RESPONSIBILITIES

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.

### 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 five (5) percent bid preference. This section is intended to provide preference in the award of certain City contracts in order to encourage businesses to move into and expand within the City. (Ord. 2014-03-18-1601 C.S. § 1; prior code § 3-106.1)

### 6.3 MANDATORY/OPTIONAL PRE-SUBMITTAL MEETING

Does not apply to this project.

### 6.4 TERM

The City intends to award a five (5) year contract with a one (1) time two (2) year extension.

## 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 B.

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 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 APPLICABLE LAW

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

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 METHOD OF PAYMENT

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 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.

## 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

- 6.6.1 The Chief Financial Officer or designee shall respond in writing at least generally to each material issue raised in the protest.
- 6.6.2 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.
- 6.6.3 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.
- 6.6.4 Each party shall bear its own costs and expenses involved in the protest and appeal process, including any subsequent litigation.
- 6.6.5 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.
- 6.6.6 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).
- 6.6.7 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](mailto: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 RFP 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, 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 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](http://www.stocktonca.gov/adminbid). Failure of any Proponent to not have received such information and/or clarifications/questions/answers shall not relieve such Proponent from any obligation under his/her proposal as submitted.

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

#### 7.4 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.

#### 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 RFP 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: ALEXANDRIA DE LASHMUTT  
PROCUREMENT DIVISION  
400 E MAIN, 3<sup>RD</sup> 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 [www.stocktonca.gov/adminbid](http://www.stocktonca.gov/adminbid) 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 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.

#### 7.10 PREVAILING WAGES & CONTRACTOR/SUBCONTRACTOR REGISTRATION REQUIREMENTS

Prevailing wage rates may be required for this project according to State and Federal Labor laws. Prevailing wage rates can be found by logging on to <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

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 (submitted on or after March 1, 2015) 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 (awarded on or after April 1, 2015) 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: <http://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 is 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.

#### 7.11 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 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.

#### 7.17 AWARD

Upon conclusion of the RFP process, a contract may be awarded for a PROJECT DESCRIPTION for the City. 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

<b>LIBRARY SELF-CHECKOUT SYSTEMS</b>	
<b>PUR-23-006</b>	
<b>SUBMITTAL DUE: THURSDAY, December 29, 2022 AT 2:00 PM</b>	
RFP Submittal Mailing, Delivery Address and Electronic Mail	Office of the City Clerk 425 North El Dorado Street, First Floor Stockton, CA, 95202-1997 <a href="mailto:city.clerk@stocktonca.gov">city.clerk@stocktonca.gov</a> (if applicable)
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 cover).
- ✓ Sign the "Proponent's Covenant" form. Include (with proposal) name and e-mail address for City contact, if different from signature.
- ✓ Include your proposal, as outlined in these specifications.
- ✓ Submit one (1) ORIGINAL (unbound, no staples) and FIVE (5) COPIES of all proposal documents. Additionally, submit one (1) electronic version of the proposal via one (1) USB, or emailed electronically to [city.clerk@stocktonca.gov](mailto:city.clerk@stocktonca.gov).
- ✓ Review all clarifications/questions/answers on the City's website at [www.stocktonca.gov/adminbid](http://www.stocktonca.gov/adminbid).
- ✓ 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](mailto:city.clerk@stocktonca.gov).
- ✓ If applicable, include your \$ -0.00 Proponent's security, Proponents bond, certified or cashier's check. The City will NOT accept company or personal checks for proposal security.
- ✓ If applicable, Include self-addressed, unstamped envelope (#10, 4- 1/8 x 9- 1/2) with Proponent's security. Please DO NOT seal your security, Proponent's bond, certified or cashier's check in this envelope. It is for returning the security to the Proponent AFTER project award.

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](http://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.

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FIRM

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ADDRESS

---

SIGNED BY & DATE

---

TITLE OR AGENCY

---

PHONE/FAX NUMBER

---

EMAIL

ATTACHMENT C - NON-COLLUSION AFFIDAVIT

AFFIDAVIT FOR INDIVIDUAL PROPONENT

No. 1

STATE OF \_\_\_\_\_, \_\_\_\_\_)ss.

County of \_\_\_\_\_)

(insert)

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

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

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

by \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal \_\_\_\_\_

Signature \_\_\_\_\_

No. 2

AFFIDAVIT FOR CORPORATION PROPONENT

STATE OF \_\_\_\_\_, \_\_\_\_\_)ss.

County of \_\_\_\_\_)

(insert)

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

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

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

Seal \_\_\_\_\_

Signature \_\_\_\_\_

---

**No. 3**

**AFFIDAVIT FOR FIRM, ASSOCIATION, OR CO-PARTNERSHIP**

STATE OF \_\_\_\_\_ )ss.

County of \_\_\_\_\_ )

(insert)

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

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

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

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

by \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal \_\_\_\_\_

## 9.0 PROPOSAL EXHIBITS

Exhibits can be found on the City's Bid Flash website:

<http://www.stocktonca.gov/services/business/bidflash/default.html>

### 9.1 Exhibit 1 – Insurance Limits

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

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 Library Self-Checkout Systems.

### 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.