

CITY OF STOCKTON



**REQUEST FOR PROPOSALS (RFP)
SERVICE-PRINT MANAGEMENT AND
PC RESERVATION SYSTEMS FOR
THE CITY OF STOCKTON, CALIFORNIA
(PUR 16-003)**

**PROPOSALS WILL BE RECEIVED UNTIL THE HOUR OF
2:00 O'CLOCK P.M., THURSDAY, JULY 7, 2016,
IN THE OFFICE OF THE CITY CLERK,
FIRST FLOOR, CITY HALL, 425 NORTH EL DORADO STREET,
STOCKTON, CALIFORNIA 95202-1997**



REQUEST FOR PROPOSALS (RFP)
SERVICE-PRINT MANAGEMENT AND
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TABLE OF CONTENTS

NOTICE INVITING PROPOSALS	1
PROPONENT'S CHECKLIST	2
1.0 GENERAL INFORMATION.....	3
1.1 REQUEST FOR PROPOSAL (RFP) PROCESS	3
1.2 INVITATION TO SUBMIT A PROPOSAL.....	3
1.3 LOCAL BUSINESS PREFERENCE	3
1.4 LOCAL EMPLOYMENT—PUBLIC WORKS CONTRACTORS.....	4
1.5 CONSEQUENCE OF SUBMISSION OF PROPOSAL.....	4
1.6 ACCEPTANCE OR REJECTION OF PROPOSAL	4
1.7 RIGHT TO CHANGE OR AMEND REQUEST	5
1.8 CANCELLATION.....	5
1.9 EXAMINATION OF PROPOSAL MATERIALS	5
1.10 ADDENDA AND INTERPRETATION.....	5
1.11 DISQUALIFICATION	6
1.12 INFORMAL PROPOSAL REJECTED	6
1.13 CONDITIONS TO BE ACCEPTED IF ANY WORK IS SUBCONTRACTED	7
1.14 LICENSING REQUIREMENTS	7
1.15 INSURANCE REQUIREMENTS	7
1.14 HOLD HARMLESS DEFENSE CLAUSE.....	8
1.17 APPLICABLE LAW	8
1.18 METHOD OF PAYMENT	8
1.19 NOTICE TO OUT-OF-STATE VENDOR	8
1.20 TERM.....	9
1.21 COMPETITIVE PRICING	9
1.22 FUNDING.....	9
1.23 UNCONDITIONAL TERMINATION FOR CONVENIENCE	9
1.24 AUDITING OF CHARGES AND SERVICES	9
1.27 CHANGES	9

REQUEST FOR PROPOSALS (RFP)
SERVICE-PRINT MANAGEMENT AND
PC RESERVATION SYSTEMS
PUR 16-003

1.28	AWARD	10
1.30	PRODUCT OWNERSHIP	10
1.31	CONFIDENTIALITY	10
1.32	OTHER GOVERNMENTAL AGENCIES	10
3.0	PROPOSAL GUIDELINES, CONTENT AND FORMAT	17
3.1	EVALUATION PROCEDURE AND CRITERIA	19
3.2	PROPOSED DEVELOPMENT COSTS	20
3.3	PROPONENT CONTACT	20
3.4	CITY’S USE OF PROPOSAL MATERIAL	20
3.5	REJECTION OF PROPOSAL	20
	PROPOSAL DOCUMENTS	21
	PROPONENT’S AGREEMENT	22
	NON-COLLUSION	23
	EXHIBIT A: INSURANCE REQUIREMENTS	24

NOTICE INVITING PROPOSALS

NOTICE IS HEREBY GIVEN that Request for Proposals (RFP) are invited by the City of Stockton, California for specifications for **SERVICE-PRINT MANAGEMENT AND PC RESERVATION SYSTEMS (PUR 16-003)** in strict accordance with the specifications.

The City of Stockton, on behalf of the Stockton-San Joaquin County Public Library (“SSJCPL”) is seeking innovative proposals from qualified vendors for Service-Print Management and PC Reservation Systems. The City is asking that the prospective vendor provide, install, train staff in the use of and implementation of an integrated solution (hardware and software) designed to manage the use of patron accessible computers and Internet access (“Personal Computer Reservation” or “PC Reservation”) as well as multifunction printers by the public (“Print Management”). The system(s) must provide accurate recordkeeping for one or both components, activities, financial data, customer information, and meet the performance requirement contained in this request for proposals.

Proposal forms and specifications are available on the City’s web site at <http://www.stockton.gov/services/business/bidflash/> 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, JULY 7, 2016, at 2:00 p.m.**

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

Information on Technical Data

Carolyn Godwin, Community Services
(209) 937-8298
e-mail: Carolyn.Godwin@stocktonca.gov

Information on Bid Process/Clarification

Alan Montanelli, Buyer
(209) 937-8350
e-mail: Alan.Montanelli@stocktonca.gov

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

Dated: June 16, 2016

//s//BONNIE PAIGE
CITY CLERK OF THE CITY OF STOCKTON

PROPONENT'S CHECKLIST
 CITY OF STOCKTON / PURCHASING DIVISION

Did You:

- * Complete the following proposal documents (FROM THIS PACKET ONLY SUBMIT PAGES 21 to 23 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 signatree.**
 - * Include your proposal, as outlined in these specifications.
 - * Submit one (1) ORIGINAL and Six (6) COPIES of all proposal documents (unbound, no staples). Additionally, submit one (1) CD with an electronic version of the proposal.
- * Review all clarifications/questions/answers on the City's website at <http://www.stocktongov.com/services/business/bidflash/>.
- * Deliver sealed proposal to City Hall, City Clerk's Office (1st floor), 425 North El Dorado Street, Stockton, CA 95202, before **JULY 7, 2016, 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 – TO PROVIDE SERVICE-PRINT MANAGEMENT AND PC RESERVATION SYSTEMS**
 - B) PUR 16-003**
 - C) JULY 7, 2016**

CONTACT INFORMATION:

Information on Technical Data	Information on Bid Process/Clarification
Carolyn Godwin, Community Services (209) 937-8298 e-mail: Carolyn.Godwin@stocktonca.gov	Alan Montanelli, Buyer (209) 937-8350 e-mail: Alan.Montanelli@stocktonca.gov

*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.

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 SERVICE-PRINT MANAGEMENT AND PC RESERVATION SYSTEMS (PUR 16-003) 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, JULY 7, 2016, in the office of:

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

One (1) original and SIX (6) 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, "SERVICE-PRINT MANAGEMENT AND PC RESERVATION SYSTEMS for the City of Stockton (PUR 16-003)." 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 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)

1.4 LOCAL EMPLOYMENT—PUBLIC WORKS CONTRACTORS

Proponent must comply with City of Stockton Municipal Code (SMC) Section 3.68.095, Ordinance No. 011-09 adopted September 1, 2009, effective October 1, 2009.

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 conflict with its provisions. If necessary, supplementary information and/or clarifications/questions/answers will be posted on the City's website @<http://www.stocktongov.com/services/business/bidflash/>. 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:

CITY OF STOCKTON
ATTN: CAROLYN GODWIN
COMMUNITY SERVICES

CITY OF STOCKTON
ATTN: ALAN MONTANELLI
PURCHASING DIVISION

425 NORTH EL DORADO STREET
STOCKTON, CA 95202-1997
Carolyn.Godwin@stocktonca.gov

425 NORTH EL DORADO STREET
STOCKTON, CA 95202-1997
Alan.Montanelli@stocktonca.gov

Such request for clarifications/questions/answers shall be delivered to the City by 5:00 p.m. on June 23, 2016. 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/> by 5:00 p.m. on June 30, 2016, 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.
- F. 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.

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.

1.15 INSURANCE REQUIREMENTS

Proponent/Bidder, at Proponent's/Bidder'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 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.

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.

1.16 HOLD HARMLESS DEFENSE CLAUSE

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify the City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions to act of contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from the City of Stockton's sole negligence or willful acts. The duty to defend and the duty to indemnify are separate and distinct obligations. The indemnification obligations of this section shall survive the termination of this agreement.

1.17 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.

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

To be negotiated.

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 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.

1.26 AWARD

Upon conclusion of the Request process, a contract may be awarded for SERVICE-PRINT MANAGEMENT AND PC RESERVATION SYSTEMS for the City of Stockton (PUR 16-003) 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.

1.27 PRODUCT OWNERSHIP

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

1.28 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.**

1.29 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.

1.30 PROPONENT'S SAFETY RESPONSIBILITY

REQUEST FOR PROPOSALS (RFP)
SERVICE PRINT MANAGEMENT AND
PC RESERVATION SYSTEMS
PUR 16-003

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 SPECIFICATIONS

2.1 GENERAL INFORMATION

The City of Stockton, on behalf of the Stockton-San Joaquin County Public Library (“SSJCPL”) is seeking innovative proposals from qualified vendors for Service-Print Management and PC Reservation Systems. The City is asking that the prospective vendor provide, install, train staff in the use of and implementation of an integrated solution (hardware and software) designed to manage the use of patron accessible computers and Internet access (“Personal Computer Reservation” or “PC Reservation”) as well as multifunction printers by the public (“Print Management”). The system(s) must provide accurate recordkeeping for one or both components, activities, financial data, customer information, and meet the performance requirement contained in this request for proposals.

The City of Stockton is a diverse community and the best solution should be user friendly for a wide range of user groups. The software and hardware (as applicable) must be manageable, expandable, and flexible in order to meet the needs of this organization. The prospective vendor(s) must have a proven record of providing its excellent technical services to public libraries on a timely basis. Finally, the company’s support staff must possess the expertise to elicit knowledgeable responses relating to patron access and/or print management issues. These factors: dependability, ease of use, excellent support, and an outstanding reputation among public libraries will weigh heavily in Stockton-San Joaquin County Public Library’s decision.

2.2 PC RESERVATION SOFTWARE AND HARDWARE

The PC Reservation solution must be compatible with the library’s current circulation software (SirsiDynix Symphony 3.5.1, 3.5, and 3.4.1.3). SSJCPL has 13 branches and currently shares a network and systems infrastructure with 200 wired PCs, 15 physical printers, and 30 logical printers. The potential for demand for these services by wireless users has not yet been evaluated. The PC reservation software should recognize and authenticate patrons with unrestricted accounts and allow them to log into library PC’s for a time restricted Internet session. It is preferable that the database containing patron information that is used to validate Internet access authentication reside on a library local area network server.

Scope of Services for this option should include information regarding:

1. Centralized management for all locations
2. Tiers level bypass
3. Online database for managing patron accounts.
4. Allow patrons opportunity to reserve a computer from outside the library

5. Ability for staff to move patron reservation to another PC
6. Ability for a patron and staff to extend the computer time if available
7. Ability for staff to review status of computers
8. Centralized management of the system
9. Management PC must be able to communicate with nodes on different VLANS
10. Ability to customize staff access, administrative staff access, establish super user, and staff
11. Provide trainers ability to turn off the software without access to any other resources
12. Authenticate users with ILS database
13. Ability to block users when certain conditions are met
14. Ability to provide preset reports, user usage, reservations, time used
15. Ability to report to Excel, CSV, etc.
16. System will include a flextime feature whereby sessions will be automatically extended if a certain percentage of computers are not in use.
17. Provide fast and easy way to set systems unavailable.
18. Maintain a clean database
19. Ability to set visitor passes times and expire visitor passes

2.3 HARDWARE REQUIRED FOR THE PC RESERVATION SYSTEM

1. Detail the type and quantity of servers required to support 13 branch libraries for both the Print System, Reservation system, or a combination Print/Reservation system
2. Detail the bandwidth needs of a Print System, Reservation System, or combination Print/Reservation System
3. Detail if the system is installed on local centralized servers or local at each branch or hosted.

2.4 PC RESERVATION SUPPORT

1. Vendor must provide a Service Level Agreement
2. Describe how you will LOCALLY support SSJCPL throughout San Joaquin County
3. Describe process to escalate and track trouble calls
4. Define telephone and remote technical support services and the hours they will be available

2.5 PRINT MANAGEMENT SOFTWARE AND HARDWARE

SSJCPL is also seeking print management software to charge patrons for print jobs. This software should allow patrons to print from library PCs and should provide a wireless print option to allow printing from wireless personal devices (laptops, smartphones, and tablets). The product should be compatible with the

REQUEST FOR PROPOSALS (RFP)
SERVICE PRINT MANAGEMENT AND
PC RESERVATION SYSTEMS
PUR 16-003

library's current printers. Four locations (Lathrop, Linden, Stribley, and Thornton) do not have print management software. Therefore, if new printer equipment is necessary for some sites, the option of adding printers should be provided as an option for all sites.

The print management scope of services should include information regarding:

1. The ability to choose from a variety of printer options including HP LaserJet and Xerox Work Center
2. Ability for patron to choose black and white or color print options, and select among the following sizes (8 ½ x 11, 8/12 x 14, and 11 x 17)
3. Ability to differentiate pricing based on size of paper and color or black and white.
4. Provide multi-function as copier and printer
5. Ability for staff to override payment requirements (and control who has that ability).
6. Allow the ability to differentiate pricing based on selected print option (black and white or color).
7. Ability to allow free printing from specific printers while charging for other locations.
8. Support the capability to both pay for prints at time of print, and load money onto an account or card and use those funds at time of printing.
9. Capability to store money in SIRSI ILS system would be highly desirable
10. Centralized management for all locations
11. Tiers level bypass
12. Preview print jobs
13. Online payment management system
14. Online database for managing patron accounts
15. End of day button that ensures transactions for the day are reset and cannot be modified
16. Receipt, credit card swiping devices, credit card dipping functionality
17. Software is compatible with new EMV terminal chip and pin/chip and sign technology
18. CW or PIN credit card data is not retained once a transaction is complete.
19. The system can issue refunds electronically for any type of payment that originated in the system.
20. If a refund is issued electronically, the system knows if the credit card used for that transaction has expired. Staff can modify that field and track reason for change.
21. Sensitive customer data (bank card, name, identifying information can be protected by restricting access to the data.
22. Identify if your system allows patrons to release prints from their PC or device if stored funds account shows money on the account.

23. Ability to purge old users from the system based on specific criteria.
24. Effectively manage financial history for users.
25. Ability for printing module to be independent of time management function
26. Vendor should submit their available methods of payment and plans for development of state of the art methods of payment.
27. System must be PCI compliant. Please explain how and when software and hardware will be updated to remain PCI compliant. Identify 3rd party compliance issues if appropriate.

2.6 ACCOUNT LOADING STATIONS

1. If the account loading stations work in a centralized manner
2. Can the print release stations/account loading stations work with existing controllers. Please identify capabilities and upgrade options and price points for new controllers and loading stations
3. Does the station accept coin, bill, debit, credit card?
4. Can Bibliotheca self-checks be configured to be the station to release and pay for prints?
5. Credit/debit processing units.
6. Fund storage database.
7. Integrated credit card processing with EMV standards.
8. System will allow sale of "debit cards" that can be preloaded for a dollar value

2.7 WI-FI PRINTING

1. Allow printing from PC and Mac based laptops
2. Highly desirable to print from Smartphones and Tablets (Including Mac, Windows, and Android platforms)

2.8 HARDWARE REQUIRED FOR THE PRINT SYSTEM

1. Detail the type and quantity of servers required to support 13 branch libraries for both the Print System, Reservation system, or a combination Print/Reservation system
2. Detail the bandwidth needs of a Print System, Reservation System, or combination Print/Reservation System
3. Detail if the system is installed on local centralized servers or local at each branch or hosted.

2.9 PRINT MANAGEMENT SUPPORT

1. Vendor must provide a Service Level Agreement
2. Describe how you will LOCALLY support SSJCPL throughout San Joaquin County

REQUEST FOR PROPOSALS (RFP)
SERVICE PRINT MANAGEMENT AND
PC RESERVATION SYSTEMS
PUR 16-003

3. Describe process to escalate and track trouble calls
4. Define telephone and remote technical support services and the hours they will be available

REQUEST FOR PROPOSALS (RFP)
SERVICE PRINT MANAGEMENT AND
PC RESERVATION SYSTEMS
PUR 16-003

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) unbound original and SIX (6) copies of your proposal/qualifications. Additionally, submit one (1) CD with an electronic version of the proposal. One of the copies should be unbound to allow us to reproduce your proposal, as needed.

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:

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 SERVICE-PRINT MANAGEMENT AND PC RESERVATION SYSTEMS for the City of Stockton (PUR 16-003). 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 Agreement;
5. Non-Collusion Affidavit;
6. References;
7. 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 PROPONENT 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 – SERVICE-PRINT MANAGEMENT AND PC
RESERVATION SYSTEMS

B) PUR 16-003

C) JULY 7, 2016

COMPANY NAME: _____

CONTACT NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

EMAIL: _____

REQUEST FOR PROPOSALS (RFP)
SERVICE PRINT MANAGEMENT AND
PC RESERVATION SYSTEMS
PUR 16-003

PROPONENT'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/> .
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

NON-COLLUSION

No. 1 AFFIDAVIT FOR INDIVIDUAL PROPONENT

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 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 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 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 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 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 _____

Signature _____

**Exhibit A:
Insurance Requirements for Professional Software Services**

Consultant shall procure and maintain for the duration of the contract insurance against 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 Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. ***(Not required if consultant provides written verification it has no employees)***
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant’s profession, with limit no less than **\$1,000,000** per occurrence or claim, \$1,000,000 aggregate. (If Claims-made, see below.)

If the Consultant maintains higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to coverage for the higher limits maintained by the consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers are to be covered as additional insureds on the CGL policy and AL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in

connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (**at least as broad as** ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers shall be excess of the Consultant's insurance and shall not contribute with it. The City of Stockton does not accept primary endorsements limiting the Consultant's insurance coverage to sole negligence.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the City of Stockton.**

Waiver of Subrogation

Consultant hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City of Stockton Risk Services. The City of Stockton may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII if admitted to do business in the State of California; if not admitted to do business in the State of California, insurance is to be placed with insurers with a current A.M. Best's rating of no less than A+:X.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. If Claims Made policy form is used, a three (3) year discovery and reporting tail period of coverage is required after completion of work.

Verification of Coverage

Consultant shall furnish the City of Stockton with original certificates and amendatory endorsements required by this clause. All certificates and endorsements are to be received and approved by the City of Stockton Risk Services before work commences. Failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time, for any reason or no reason.

Consultant shall, prior to the commencement of work under this Agreement, provide the City of Stockton with a copy of its Declarations Page and Endorsement Page for each of the required policies.

Certificate Holder Address

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

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

City of Stockton Risk Services Phone: 209-937-5037

City of Stockton Risk Services Fax: 209-937-8558

Maintenance of Insurance

If at any time during the life of the Contract or any extension, the Consultant 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.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City of Stockton is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.