

# REQUEST FOR PROPOSAL

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ARCHIVING SERVICE FOR WEBSITE, SOCIAL MEDIA, AND  
SMS/MMS MESSAGING (REVISED) | BID NO. 2021.07.23

SNO-ISLE LIBRARIES  
7312 35<sup>TH</sup> AVE NE, MARYSVILLE, WA 98271  
[WWW.SNO-ISLE.ORG](http://WWW.SNO-ISLE.ORG)

## 1. OVERVIEW

Sno-Isle Libraries is seeking the services of a firm to provide archiving services for Sno-Isle Libraries' website, social media, and company issued cellular phone SMS/MMS messages. These services must meet Sno-Isle Libraries policies, guidelines and standards as well as any local, state and federal requirements.

The successful Vendor will work directly with Sno-Isle Libraries' Record Management Specialist, Social Media Specialist, and IT Senior Systems Analyst to assure full compliance with all regulatory guidelines.

## 2. BACKGROUND

[Sno-Isle Libraries](#) is a two-county public library district as defined in Washington state law RCW Title 27 [Chapter 27.12](#) serving more than 770,000 residents in Snohomish and Island counties through 23 community libraries, mobile and online library services. The organization is headquartered at its administrative facility in Marysville, Washington.

As a public agency, Sno-Isle Libraries recognizes that all content made, received, or distributed by the agency using websites, social media, and SMS/MMS messages, in connection with the transaction of the agency's business, are public records as written in RCW [Chapter 40.14](#). As such, Sno-Isle Libraries is responsible for managing, capturing, and retaining its public records made, received, or distributed using websites, social media, and SMS/MMS messages including those records made or received using third-party websites. We are required to retain our public records according to the [Local Government Common Records Retention Schedule 4.1](#) published by the Washington State Archives and authorized by the Washington Secretary of State.

The current incumbent for website and social media archiving is Page Freezer. We are not currently capturing and archiving SMS/MMS. Sno-Isle Libraries does not currently use any specific eDiscovery or litigation hold technological tools. We have been using Microsoft 365 for collaboration, virtual meetings, and document sharing. We do not currently have a need to export digital content to another platform.

## 3. PROJECT DESCRIPTION AND SCOPE

### Scope

The successful Vendor must provide a legally compliant archiving solution for all Sno-Isle Libraries website, social media, and SMS/MMS messaging accounts. In order to be legally compliant, the archiving solution will provide "point in time" capture of content on the website, social media accounts and SMS/MMS. This includes, but is not limited to, sufficient metadata retained to prove integrity and authenticity of electronic record, authentication timestamps, audit trails, the ability to search by keyword, litigation hold tools, and defensible disposition options.

In addition to archiving all current website, social media, and SMS/MMS messages, the successful Vendor must demonstrate the ability to increase archiving capacity in all three areas for newly added accounts and to ingest previously archived data from other archive solutions.

## **Hosting**

The successful Vendor will provide a cloud-based hosting solution that does not rely on local (Sno-Isle Libraries' servers) hosting.

## **Access**

The successful Vendor will provide:

- Dashboard-style account performance monitoring.
- 24-7 web-based access by Sno-Isle Libraries staff members.
- One searchable interface for all three services.
- Monthly reports available both by dashboard and email to designated Sno-Isle Libraries recipients.
- Ability to download reports in a readable format that includes all account content, and edited content. PDF format is preferred.
- Reports filtered by account name, date, user first and last name, keyword search, etc.
- At least five (5) Sno-Isle Libraries' staff member logins.

## **Security**

The successful Vendor must show compliance with Sno-Isle Libraries' vendor security requirements. Sno-Isle Libraries uses the Higher Education Community Vendor Assessment Tool (HECVAT) for this purpose (**Attachment A**). An alternative comprehensive security assessment (e.g., SOC 2, SSAE 16, PCI DSS, ISO, CISPE, etc.) supporting documentation and findings may be submitted in place of the HECVAT as long as the alternative assessment is comparable to the HECVAT.

## **Customer Service and Support**

The successful Vendor will provide:

- Alerts and prompt communication when there is failed capture of account(s) or any issues that would cause a lapse in data capture.
- Provided solution to failed capture account(s) within 72 hours.
- 99% "up time". "Up time" is defined as the time in which the service is in operation or actively capturing accounts. Account reauthorizations need to be kept to a minimum of once a month, with the exception of organizational password changes.
- Advanced notice of planned service outages.
- Virtual training.
- Dedicated customer service and/or account representative.
- Consistent pre-planned meetings regarding account and customer service experience.
- Response to service requests and inquiries within 72 hours.

## **Current Accounts**

**Website:** Sno-Isle Libraries currently operates this web domain: <https://www.sno-isle.org>.

**Social Media:** Sno-Isle Libraries currently has 56 social media accounts using a variety of platforms including 26 Facebook, 12 Twitter, 8 Instagram, 2 Flickr, 6 Pinterest, and 2 YouTube.

**SMS/MMS:** Sno-Isle Libraries currently has 24 cellular phone accounts through the provider Verizon Wireless.

#### **4. TIMELINE**

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|------------------------|-------------------------------|
| • July 23, 2021        | RFP posted                    |
| • August 3, 2021       | Questions due by 12:00pm PDT  |
| • August 10, 2021      | Addenda issued (if necessary) |
| • August 24, 2021      | Proposals due by 2:00pm PDT   |
| • September 6-10, 2021 | Interviews                    |
| • September 13, 2021   | Contract awarded              |

#### **5. QUESTIONS REGARDING RFP**

##### **5.1 SUBMITTING QUESTIONS**

Questions surrounding this ITB should be submitted via email to [vendorsubmissions@sno-isle.org](mailto:vendorsubmissions@sno-isle.org) in accordance with Section 4. Questions via telephone will not be accepted. Responses will be provided via email and posted on our website (<http://www.sno-isle.org/vendor/current-projects>).

#### **6. PROPOSAL**

##### **6.1 PROPOSAL CONTENTS**

Sno-Isle Libraries is looking for succinct answers with relevant information. Please limit your Proposal to no more than seven (7) pages.

###### **6.1.1 Cover Letter**

Please include the following: (1) a letter of interest signed by the firm principal with a statement of availability to complete the work; (2) the identification of the Proposer, including name, address, email address, telephone number and Unified Business Number (UBI); (3) the name, title, address, email and telephone number of contact person during period of Proposal evaluation; and (4) the signature of a person authorized to bind Proposer to the terms of this Proposal.

###### **6.1.2 General Company Profile and Experience**

Briefly provide general information about the firm's experience, capabilities, and length of time the firm has been in the business of performing work of a similar nature.

###### **6.1.3 Professional Credentials of Key Staff**

Please identify and list the functions of the key staff who will provide this archiving service. Briefly describe a summary of the professional credentials and experience of the staff who will work on this archiving service. Do not include lengthy resumes or vitae.

#### **6.1.4 Project Approach**

Describe how you will approach and meet the objectives listed above for archiving service. Provide links (preferred) or examples of services you have provided for similar clients.

#### **6.1.5 Budget/Cost Scenarios**

Provide a not-to-exceed \$20,000 annual budget amount with high-level detail showing projected costs. Proposers may submit as many costs scenarios as desired. For each cost scenario, include related assumptions and explanatory comments. Summarize the costs and attach all detail necessary to support the summarized costs. *Note: Cost Proposals must be all-inclusive and must include the hourly/daily rate, estimate number of hours/days to complete the project and a detailed estimate of all other costs, such as travel. No other monies will be paid for items omitted by the Proposer, unless requested and approved in advance in writing.*

#### **6.1.6 References**

Provide contact information for three references who can describe work you have done which is similar or related to the report we are seeking.

#### **6.1.7 Higher Education Community Vendor Assessment Tool (HECVAT)**

The security assessment is not criteria for the evaluation of proposals. However, contract acceptance is contingent on the Library's favorable review of the Vendor's security self-assessment (HECVAT). Complete the HECVAT vendor security assessment (HECVAT tab of **Attachment A**), or provide a comparable alternative security assessment (e.g., SOC 2, SSAE 16, PCI DSS, ISO, CISPE, etc.) supporting documentation and finding prior to contract implementation.

#### **6.1.7 Signed Certifications and Assurances**

Sign and submit the attached Certifications and Assurances as part of your Proposal (see **Attachment B**).

### **6.2 SUBMITTING A PROPOSAL**

Proposals may be submitted via email ([vendorsubmissions@sno-isle.org](mailto:vendorsubmissions@sno-isle.org)), mail, courier, or in-person. Proposals should be in writing and include links or attachments to materials which support, validate or demonstrate the qualifications of the submitter. The format may be a Word or pdf document.

The deadline for submission/receipt is 2:00 pm PDT, August 24, 2021.

Submit Proposal to:  
Procurement Specialist  
Sno-Isle Libraries  
7312 35th Avenue NE  
Marysville, WA 98271  
[vendorsubmissions@sno-isle.org](mailto:vendorsubmissions@sno-isle.org)

**If you would like confirmation of receipt of the Proposal, please request via email at the time of submission.**

Sno-Isle Libraries shall not be responsible for any costs incurred by the Proposer in preparing, submitting or presenting its response to the RFP.

All Proposals received after the designated time stated will not be considered.

### **6.3 MODIFICATION OF RFP**

Sno-Isle Libraries reserves the right to “revise” or “amend” the RFP prior to the Proposal due date by “written addenda.”

## **7. EVALUATION PROCESS**

Proposals will be evaluated based on the following criteria:

Possible Points: 100

- Firm Profile and Staff Experience (including references) 30
- Service Approach 35
- Budget/Costs Scenario(s) 30
- Adherence to Submittal Directions 5

Sno-Isle Libraries staff will conduct interviews via Microsoft Teams with finalist candidate(s). We expect to make a decision and discuss the final contract with the selected vendor by September 13, 2021.

### **7.1 PROCEDURE WHEN ONLY ONE BID IS RECEIVED**

If Sno-Isle Libraries receives a single responsive, responsible Proposal, Sno-Isle Libraries shall have the right to conduct a price or cost analysis on such Proposal. The Proposer shall promptly provide all cost or pricing data, documentation and explanation requested by Sno-Isle Libraries to assist in such analysis.

By conducting such analysis, Sno-Isle Libraries shall not be obligated to accept the single Proposal. Sno-Isle Libraries reserves the right to reject such Proposal or any portion thereof.

### **7.2 REJECTION OF PROPOSALS**

Sno-Isle Libraries reserves the right to request clarification of information submitted, and to request additional information from any Proposer. Sno-Isle Libraries reserves the right to reject

any Proposal for any reason including, but not limited to the following: (1) any Proposal which is incomplete, obscure, irregular, or lacking necessary detail and specificity; (2) any Proposal which has any qualification, addition, limitation, or provision attached; (3) any Proposer who (in the sole judgement of Sno-Isle Libraries) lacks the qualifications or responsibility necessary to perform the work; (4) any Proposal for which a Proposer fails or neglects to complete and submit any qualifications information, and (5) any Proposal which is received after the deadline date and time.

### **7.3 PROTEST PROCEDURE**

Protests may be made only by Proposers who submitted a response to this solicitation document. The Proposer is allowed two (2) business days to file a protest. Protests must be received by the Procurement Specialist no later than 8:00 a.m. on the third business day following the notification of intent to award a contract. Protests may be submitted by e-mail but must be followed by the document with an original signature.

Proposers protesting this procurement shall follow the procedures described below. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Proposals under this procurement.

**7.3.1** All protests must be in writing, addressed to the Procurement Specialist, and signed by the protesting party or an authorized Agent. The protest must state the RFP number, the grounds for the protest with specific facts and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included.

**7.3.2** Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination or conflict of interest on the part of an evaluator;
- Errors in computing the score;
- Non-compliance with procedures described in the RFP document or Sno-Isle Libraries' policy.

**7.3.3** Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as: (1) an evaluator's professional judgment on the quality of a proposal, or (2) Sno-Isle Libraries' assessment of its own and/or other agencies needs or requirements.

Upon receipt of a protest, a protest review will be held by Sno-Isle Libraries. Sno-Isle Libraries' Executive Director or an employee appointed by the Executive Director who was not involved in the procurement, will consider the record and all available facts and issue a decision within five (5) business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event a protest may affect the interest of another Proposer that also submitted a proposal, such Proposer will be given an opportunity to submit its views and any relevant information on the protest to the Procurement Specialist.

The final determination of the protest as rendered by the Sno-Isle Libraries' Executive Director or employee appointed by the Executive Director shall:

**7.3.4** Find the protest lacking in merit and uphold Sno-Isle Libraries' action; or

**7.4.5** Find only technical or harmless errors in Sno-Isle Libraries' acquisition process and determine Sno-Isle Libraries to be in substantial compliance and reject the protest; or

**7.4.6** Find merit in the protest and provide Sno-Isle Libraries options which may include:

- Correct the errors and re-evaluate all proposals, and/or
- Re-issue the solicitation document and begin a new process,
- Make other findings and determine other courses of action as appropriate.

If Sno-Isle Libraries determines that the protest is without merit, Sno-Isle Libraries may enter into a contract with the apparent successful Proposer. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

## **7.4 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE**

All proposals received shall become the property of Sno-Isle Libraries and remain confidential until a contract, if any, resulting from this request is signed by the Director of Strategic Services. After a contract is signed, all Proposals received shall be deemed public records as defined in Chapter 42.56 of the Revised Code of Washington (RCW). Any information contained in the Proposal that is proprietary must be clearly marked or designated as "confidential" in order to be excluded from public records request responses. Only information designated under current state law statutes as appropriate for exclusion from public records exposure may be marked and treated as confidential.

## **7.5 ACCEPTANCE PERIOD**

Proposals must provide 60 days for acceptance by Sno-Isle Libraries from the Proposal due date.

## **8. TERMS AND CONDITIONS**

The successful Proposer will be required to sign a Contract with Sno-Isle Libraries. Sno-Isle Libraries will not sign any company's services agreement, contract or any other form of agreement. Sno-Isle Libraries reserves the right to extract certain language from a company's agreement and incorporate it into a Library contract, if mutually agreeable to both parties.

The Proposer, by submitting a response to this RFP, waives all right to protest or seek any legal remedies whatsoever regarding any aspect of this RFP.

Sno-Isle Libraries reserves the right to negotiate with the selected Proposer the exact terms and conditions of the contract agreement.

Sno-Isle Libraries is under no obligation to award this project to the Proposer offering the overall lowest fee or contract terms. Evaluation criteria, included in this document, shall be used in evaluating Proposals.



## 8.2 HOLD HARMLESS AND INDEMNIFICATION

The Contractor shall defend, indemnify and save harmless Sno-Isle Libraries, its officers, employees and agents from any and every claim and risk, including suits or proceedings for patent, trademark, copyright or franchise infringements, and all losses, damages, demands, suits, judgments and attorney fees, and other expenses of any kind, on account of all property damages of any kind, whether tangible or intangible, including loss of use resulting there from, in connection with the work performed under this Contract, or caused or occasioned in whole or in part by reason of the presence of the Contractor or its subcontractors, or their property, employees or agents, upon or in proximity to the property of Sno-Isle Libraries, or any other property upon which the Contractor is performing any work called for or in connection with this Contract, except only of those losses resulting solely from the negligence of Sno-Isle Libraries, its officers, employees and agents.

Should a court of competent jurisdiction determine that this agreement is subject to RCW 4.24.115, then in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and Sno-Isle Libraries, its members, officers, employees and agents, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes Contractor's waiver of immunity under industrial insurance, Title 51 RCW, solely for the purpose of the indemnification. This waiver has been mutually negotiated by the parties.

If a lawsuit in respect to this hold harmless provision ensues, the Contractor shall appear and defend that lawsuit at its own cost and expense, and if judgment is rendered or settlement made requiring payment of damages by Sno-Isle Libraries, its officers, employees, agents and volunteers, the Contractor shall pay the same.

Thank you for considering this RFP and for the efforts you may undertake to submit a Proposal.

## 9. ATTACHMENTS

- **Attachment A:** HECVAT (Higher Education Community Vendor Assessment Tool)
- **Attachment B:** Certifications & Assurances Form