

ASSET DISPOSAL & DATA DESTRUCTION NO. 2022.09.27

SNO-ISLE LIBRARIES | <u>www.sno-isle.org</u> 7312 – 35<sup>TH</sup> AVE NE | MARYSVILLE, WA 98271

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### 1. OVERVIEW

Sno-Isle Libraries is seeking a Vendor to provide data destruction and surplus assets removal services. Proposals are due by **2:00pm (PDT), Friday, October 14, 2022**.

Asset disposal entails removal of equipment deemed as surplus from Sno-Isle Libraries' Service Center. This includes miscellaneous items which should also be removed.

Data destruction involves taking media storage such as hard drives, flash media, and CDs/DVDs, and ensuring data on it is rendered unrecoverable.

The selected Vendor(s) will work directly with Sno-Isle Libraries' Desktop Support Team and the Information Technology Enterprise Systems Manager.

### 2. BACKGROUND

Sno-Isle Libraries is a two-county public library district serving more than 800,000 people in Snohomish and Island counties through 23 community libraries, mobile and online library services. The organization is headquartered at its Service Center in Marysville, Washington.

### **3. PROJECT DESCRIPTION AND SCOPE OF WORK**

#### **3.1 Project Description**

Either the IT Enterprise Systems Manager or a member of the Desktop Support Team will contact the Vendor to arrange a date and time for surplus pickup or data destruction. This communication can be by email or phone. A reply is expected in one to two business days following the initial contact by Sno-Isle Libraries staff.

Regular business hours are Monday- Friday, 8:00am – 5:00pm. Each service will be requested on an as-needed basis. For CD/DVD shredding, depending on the quantity/capacity of the bin available on site, the Vendor must be able to accommodate a twice a month visit for a 32-gallon bin worth of disks, or when required.

Vendors may provide a Proposal on the Asset Disposal Service only, Data Destruction Service only, or both. Vendors should itemize Proposals and provide a separate Proposal for each service request.

Sno-Isle Libraries may choose one Vendor to provide both services, or may choose two individual Vendors best suited for each service.

#### Asset Disposal

Surplussed assets may include, but are not limited to, electronic equipment such as printers, scanners, monitors, computers, servers, tablets, laptops, phones, and docking stations.

Miscellaneous items may include items such as power strips, various cables (network cables, power cables, etc.), keyboards, mice, speakers, etc.

Provide disposal pricing for the following items:

- Qty Item Name
- 6 Printers
- 350 Monitors
- 350 Desktop Computers
- 150 Laptops
- 6 Servers
- 6 32-gallon bin full of miscellaneous cables
- 10 Small bins of miscellaneous accessories

If a storage device is found installed in any equipment the Vendor picks up, at a minimum they must follow the data destruction procedures described in the Data Destruction section.

The Vendor shall pick up the items as a group at an agreed upon date and time within business hours.

All items may be auctioned or recycled. Provide how Sno-Isle Libraries will be compensated for auctioned or recycled items.

It is desirable that the Vendor make available a bin for miscellaneous wires/items which stays on the Service Center premises. The bin(s) will be used to put the appropriate surplussed items in to keep it organized. When the bin(s) are full and/or if there are enough surplussed assets, someone from IT will contact the Vendor and arrange for a pickup of these items.

#### **Data Destruction**

For data destruction, existing data on media storage such as hard drives and flash media must be destroyed. The media can be taken off-site with a DoD 5220.22-M Disk Wipe (3 Passes) applied to it as minimum; or it can be shredded, preferably on site. A certificate of destruction must be provided.

CDs and DVDs are to be shredded, again preferably on site.

Any media storage devices found should be wiped with at least 3 passes (DoD 5220.22M standard), shredded or crushed, and an audit report or similar sent out to the contact person in IT. The report should contain information about the drive(s) and what was done with the storage media (wiped, crushed, etc.) to help us ensure data security and tracking.

It is essential that the successful Vendor come onsite to collect the media for destruction. It is preferred that storage containers be provided by the successful Vendor and are kept on-site for the duration of the contract with the Vendor. If different types of

storage media (i.e., CD, USB, and hard drives) cannot be comingled for destruction, please provide bins for each distinct grouping required.

As we have a variety of hard drive/ flash storage media, provide a pricing for data destruction services (including breakpoint cost and/or cost per item) for the following:

Qty	Item	Name
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- 40 5.25" HDD
- 50 3.25" HDD
- 100 M.2 NVME SSD
- 20 USB flash drives
- 2 14- gallon bin full of CDs

#### 4. TIMELINE

September 27, 2022	RFP Issued
October 3, 2022	Questions Due by 12:00pm (PDT)
October 10, 2022	Addenda Issued (if necessary) by 12:00pm (PDT)
October 14, 2022	Proposals Due by 2:00pm (PDT)
Week of October 17, 2022	Contract Awarded

### 5. QUESTIONS REGARDING RFP

Questions surrounding this RFP should be submitted via email to <u>Vendorsubmissions@sno-isle.org</u> in accordance with Section 4. *Questions via telephone will not be accepted*. Responses to questions will be posted on Sno-Isle Libraries' website as an addendum to this RFP (<u>https://www.sno-isle.org/Vendors/;</u> click on *Current Projects*) and will be distributed to all email addresses related to this Proposal. Responses will be provided by **12:00pm (PDT), Monday, October 10, 2022**.

### 6. PROPOSAL

#### 6.1 Proposal Contents

Sno-Isle Libraries is looking for succinct answers with relevant information.

#### 6.1.1 Cover Letter

Please include the following:

- (1) Summary of Vendor's background and experience;
- (2) The identification of the Vendor, including name, address, email address and telephone number;

- (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 Vendor 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 work on this Asset Disposal and Data Destruction project. Briefly describe a summary of the professional credentials and experience of the staff who will work on this project. Do not include lengthy resumes or vitae.

#### 6.1.4 Project Approach

Describe how you will approach and meet the objectives listed above for Asset Disposal and Data Destruction if you are selected for this project. Provide the sample costings and compensation.

#### 6.1.5 Budget / Cost Scenarios

Provide a not-to-exceed budget amount with high-level detail showing projected costs. Proposers may submit as many costs scenarios as desired. For each cost's 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, estimated 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 Signed Certifications & Assurances

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

#### 6.2 Submitting a Proposal

- **6.2.1** Proposals may be submitted via email, 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.
- 6.2.2 Emailed Proposals should be sent to <u>Vendorsubmissions@sno-isle.org</u>.
- 6.2.3 If the Proposal is mailed/delivered, is shall be delivered to Sno-Isle Libraries' Service Center, which is located at 7312 35<sup>th</sup> Ave NE, Marysville, WA 98271; ATTN: Procurement Specialist – RFP PROPOSAL.

The deadline for submission / receipt is 2:00pm (PDT), Friday, October 14, 2022.

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

Sno-Isle Libraries shall not be responsible for any costs incurred by the firm preparing, submitting, or presenting its response to the RFP. All Proposals received after the designated time stated will not be considered.

#### 6.3 Revision / Rejection of Proposals

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

### 7. EVALUATION PROCESS

#### 7.1 Criteria

Proposals will be evaluated to consider how well the Proposal meets the objectives and scope of the project in the most efficient and professional manner at the most appropriate skill and technical level for a project of this size. It is important that the responses be clear and complete to ensure the evaluators can adequately understand all aspects of the Proposal.

The winning Proposal will be evaluated according to the following criteria:

SCORING CRITERIA	Weight
Budget/Costs Scenario	40pts
Firm Profile and Staff Experience (including references)	20pts
Project Approach	40pts
TOTAL	100pts

### 8. TERMS AND CONDITIONS

#### 8.1 Qualification of Vendors

Sno-Isle Libraries reserves the right to investigate Vendors as deemed necessary to determine their ability to provide the services required for the fulfillment of this Contract. Vendors shall furnish to Sno-Isle Libraries all such information and data as required for this purpose. Sno-Isle Libraries also reserves the right to reject any Proposal if evidence submitted by Vendor, or in Sno-Isle Libraries' investigation of Vendor, fails to satisfy Sno-Isle Libraries that the Vendor is properly qualified to meet the obligations of the Contract.

#### 8.2 Proposal Award / Award of Contract

Sno-Isle Libraries shall issue a Contract to the successful Vendor. Work may proceed once the contract has been awarded and fully executed by both parties and a purchase order has been sent to the Vendor by the Purchasing Department.

#### 8.3 Procedure When Only One Proposal 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.

#### 8.4 Cost of Proposal

Sno-Isle Libraries will not be liable for any costs incurred by the Vendor in preparation of a Proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

#### 8.5 Rejections of Proposals

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 or lacking necessary detail and specificity; (2) any Proposal which has any qualification, addition, limitation or provision attached to the Proposal; (3) any Vendor whom, in the sole judgment of Sno-Isle Libraries, lacks the qualifications or responsibility necessary to perform the work; (4) any Vendor which is not approved as in compliance with the requirements for equal employment opportunity; (5) any Proposal for which a Vendor fails or neglects to complete and submit any qualifications information within the time specified by Sno-Isle Libraries; and (6) any Proposal submitted by a Vendor who is not registered or licensed as required by the laws of the state of Washington or local government agencies. In consideration for Sno-Isle Libraries review and evaluations of its Proposal, the Vendor waives and releases any claims against Sno-Isle Libraries arising from any rejection of any or all Proposals, including any claim for costs incurred by Vendors in the preparation and presentation of Proposals submitted in response to this RFP.

### 8.6 Acceptance Period

Proposals must provide 90 days for acceptance by Sno-Isle Libraries from the Proposal Opening Date.

### 8.7 Most Favorable Terms

- **8.7.1** Sno-Isle Libraries reserves the right to make an award without further discussion of the Proposal submitted. Therefore, the Proposal should be submitted initially on the most favorable terms which the Vendor can propose. There will be no best and final offer procedure. Sno-Isle Libraries does reserve the right to contact a Vendor for clarification of its Proposal.
- 8.7.2 The Apparent Successful Vendor should be prepared to accept this RFP for incorporation into a Contract resulting from this RFP. Contract negotiations may incorporate some or the Vendor's entire Proposal. It is understood that the Proposal will become a part of the official procurement file on this matter without obligation to Sno-Isle Libraries.

### 8.8 Proprietary Information / Public Disclosure

All Proposals received shall become the property of Sno-Isle Libraries and remain confidential until a contract resulting from this request, if any, is signed by the Executive Director or their designee. 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.

#### 8.9 Protest Procedure

Protests may be made only by Vendors who submitted a response to this solicitation document. The Vendor 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.

Vendors 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 Vendor under this procurement.

8.9.1 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.

- **8.9.2** 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.
- **8.9.3** 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 Vendor that also submitted a Proposal, such Vendor 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:

- 8.9.3.1 Find the protest lacking in merit and uphold Sno-Isle Libraries' action; or
- **8.9.3.2** 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
- **8.9.3.3** Find merit in the protest and provide Sno-Isle Libraries options which may include:
  - Correct the errors and re-evaluate all Proposals, and/or
  - o 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 Vendor. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

#### 8.10 References

List names, addresses, telephone numbers and e-mail addresses of three (3) business references for whom work has been accomplished and briefly describe the type of service provided. Do not include Sno-Isle Libraries' staff (current or former) as

references. By submitting a Proposal in response to this RFP, the Vendor grants Sno-Isle Libraries permission to contact these references and others, who from Sno-Isle Libraries' perspective, may have pertinent information.

#### 8.11 Responses Become Property of Sno-Isle Libraries

All materials submitted in response to this request becomes the property of Sno-Isle Libraries. Selection or rejection of a response does not affect this right.

#### 8.12 Commercial General Liability Insurance

Vendor shall procure and keep in force during the term of this Contract Commercial General Liability (CGL) insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to premises/operations (including off-site operations), blanket contractual liability and broad form property damage. Prior to the Vendor performing any work under this Contract, Vendor shall provide Sno-Isle Libraries with a Certificate of Insurance evidencing the insurance required and, by endorsement to the Vendor's liability policy(cies), naming Sno-Isle Libraries, its officers, employees, and agents as Additional Insureds.

It is understood that the whole of the work under this Contract is to be done at the Vendor's risk and that the Vendor has become familiarized with the conditions and other contingencies likely to affect the work and has made the Vendor's Proposal accordingly and that the Vendor is to assume the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.

Sno-Isle Libraries reserves and retains its rights of subrogation.

#### 8.13 Hold Harmless and Indemnification

The Vendor 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 Vendor 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 Vendor 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, it 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 Vendor and Sno-Isle Libraries, its members, officers, employees and agents, the Vendor's liability hereunder shall be only to the extent of the Vendor's negligence. It is further specifically and expressly understood that the indemnification

provided herein constitutes Vendor'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 Vendor 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, it officers, employees, agents and volunteers, the Vendor shall pay the same.

### 9. ATTACHMENTS

#### Attachment A

• Certifications & Assurances