



***Request for Proposal***  
***# 12192025***

**Text Message & Social Media Archiving Services**

**Question Deadline:**

December 15, 2025, 5:00 pm, PST

**Proposal Due Date:**

December 19, 2025, 5:00 pm, PST

**Submit proposal at:**

678 W. 18th St Merced CA 95340

**Proposal Contact:**

Aarin Garrison, IT Manager  
garrisona@cityofmerced.gov

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## Schedule, Overview, Proposal Content, Proposer Qualifications

### I. Tentative Schedule of Important Dates

This section provides a tentative schedule of the important milestone dates. Examine these dates carefully and plan accordingly. **All times are 5:00 PM PST** unless stated otherwise.

	DATE	EVENT
1	November 20, 2025	Request for Proposals (RFP) issue date
2	December 15, 2025	Deadline to submit Pre-Proposal questions
3	December 19, 2025	Proposal due date
4	In the month of January 2026	Evaluation of proposals completed
5	In the month of January 2026	Selection of vendor & contract preparation
6	In the month of February 2026	Contract Award(s) (estimated)
7	In the month of March 2026	Start of Service

## Overview and Background

### I. Overview of Requirements

- A. The City of Merced (City) Information Technology Department is soliciting proposals from qualified vendors (Proposer) to provide **text message (SMS) and social media account archiving services**.
- B. The City seeks to enter into an agreement with a Proposer experienced in secure, reliable, and legally compliant archiving digital communications related to official City business.
- C. The City requires an archiving solution that ensures compliance with public records retention laws and that can support discovery, audit, and transparency efforts.
- D. Therefore, City is looking for a well-qualified company (Provider) capable of delivering a comprehensive solution that minimizes manual processes, is user friendly, and includes responsive customer support.

### II. Background and Current Needs Information

- A. City currently uses mobile devices that utilize the Verizon Wireless (VZW) and AT&T (including FirstNet) networks. The City currently has the following number of lines of service with each carrier.
  1. Verizon Wireless (340 lines of service)
  2. AT&T (7 lines of service)
- B. City is currently using the following social media platforms and account quantities:
  1. Facebook (6 accounts)

2. X (formerly Twitter) (2 accounts)
3. Instagram (5 accounts)
4. LinkedIn (1 account)
5. YouTube (2 accounts)
6. TikTok (1 account)

**Additional Requirements**

- Initial setup, onboarding, and configuration support.
- Ongoing maintenance, security updates, and support services for the duration of the agreement.
- Training for City IT staff who will operate the system.
- Regular updates and system enhancements.
- Support for both iOS and Android devices.

## Proposal Procedures, Content, Format, Criteria, and Award

### I. General

- A. **Proposal Format:** A proposer must follow the instructions for preparing the proposal in the prescribed format. Section tabs must be utilized in the proposal following the same order of the RFP.
- B. **General Terms and Conditions:** Except as otherwise indicated herein, City's General Terms and Conditions govern rules and definitions of this RFP.
- C. **Right to Reject Proposals:** City reserves the right to reject any and all proposals, to waive any non-material irregularities or informalities in any proposal, and to accept or reject any item or combination of items.
- D. **Execution of Agreement:** If a Proposer is not able to execute an agreement within 10 days after being notified of selection, City reserves the right to select the next most qualified proposer or call for new proposals, whichever City deems most appropriate. (Sample Services Agreement is attached).
- E. **Incorporation of RFP/Proposal:** This RFP and the firm's response, including all promises, warranties, commitments, and representations made in the successful proposal will become binding contractual obligations and will be incorporated by reference in any agreement between City and Proposer.
- F. **Authorized Signatories:** Company personnel signing the cover letter of the proposal or any other related forms submitted must be authorized signers with the requisite authority to represent their firm and to enter into binding contracts.
- G. **Validity of Proposals:** Proposed services and related pricing contained in the proposal must be valid for a period of 180 days after the due date.

### II. Proposal Content and Format

Include the following sections containing the information requested below in your proposal. To enable ease of evaluation, please follow the sequence shown below.

#### A. Executive Summary

- 1. Provide a cover letter of your company's information including:
  - a) Company's full legal name, address, phone, email, website;
  - b) Prior company names (if any);
  - c) Organizational structure (corp., LLC, etc.);
  - d) Names and titles of the principal owner(s);
  - e) Person(s) authorized to make commitments for your company;
  - f) Company history, experience (brief), and years in business;
  - g) Current number of employees, key personnel;
- 2. Note any exceptions to any part of City's scope, specifications, terms or conditions in this letter and explain the reason.
- 3. Limit this section to a maximum of one page.

#### B. Proposal Costs

1. Submit all pricing on \*Exhibit B using the form provided.
2. Provide pricing for each of the required line items.
3. Provide pricing for optional proposer recommendations.
4. See payment terms in Exhibit B for additional details.

\* These forms are provided by City in the submittal forms section.

**C. Response Templates**

1. Complete City-provided response templates (Exhibits) with your answers to City's requirements. Provide thorough responses with sufficient detail to enable City to evaluate your understanding of City's requirements, the suitability of your services and/or product(s) to meet City's requirements, the strength of your work plan, previous experience, and available resources.
2. Note that these responses carry significant weight in City's evaluation of your proposal to provide and implement requested services.
3. Limit this section to a maximum of ten pages, including response templates.

**D. Required Forms**

1. Exhibit A: Scope of Services\*
2. Exhibit B: Pricing Table (pricing table only)\*
3. Exhibit C: Required Response Template\*
4. Exhibit D: Special Provisions Form\*
5. Exhibit E: Client Reference List\*
6. Exhibit F: Non-Collusion Affidavit\*

\* Note these forms are provided by City in the submittal forms section.

**E. Inadequate Content**

1. Note that a proposal is non-responsive if it does not contain all proposal requirements, is not complete, is not received at the right location, and is not received by the proposal deadline, or has exceptional or excessive exceptions. City may, at its sole discretion, waive minor non-material irregularities and informalities.
2. Do not submit extraneous marketing or promotional information.

**F. Proposal Format**

1. White paper, 8-1/2 x 11, page numbered
2. Typed, black print, approximately 11-12 point font
3. Free from excessive graphics or excessive photos

## **Proposer Qualifications, Evaluation Criteria, and Award Process**

### **I. Proposer Qualifications**

The intent of this RFP is to evaluate the proposals, determine the Proposers that are in the competitive range, and select Proposers that will provide the most cost-effective and professional services for City.

#### **A. Minimum Qualifications:**

1. Have at least three years of experience conducting the specific type of services required herein and have experience with at least three other clients performing like services as described herein or have performed satisfactory work for City within the past three years.
2. Be capable of providing the required services beginning in March 2026, work will be conducted during normal working hours, Monday to Friday 8:00 am to 5:00 PM PST.
3. Have the necessary resources, knowledge, skills, experience, and the like to provide the required services.
4. Have financial stability and the necessary financial resources to provide the required services.

### **II. Evaluation Criteria**

#### **A. Minimum qualifications, Competitive Range, and Award Consideration**

The minimum qualifications, competitive range, and award consideration are based upon the following criteria

1. City will review the Proposers Qualifications to determine if the Proposer meets or exceeds the minimum requirements as detailed above.
2. Only Proposers that meet or exceed the minimum requirements will have their Proposals reviewed for consideration.
3. Only Proposers that are deemed in the competitive range will be considered for presentation, interview, and Best and Final Offer (BAFO) if so requested by City.
4. Only the best-qualified Proposer will be considered for final negotiations of fee/price, scope of services, contract, and award recommendation.

#### **B. Evaluation Criteria**

1. In accordance with the City of Merced Municipal Code's 3.04.180 and 3.04.280 objective of selecting the most qualified consultant at a fair and reasonable cost, a Review Board, composed of appropriate staff representatives and/or qualified outside representatives, will review the proposals received and select the most qualified firms for interviews. The Review Board shall rank the proposers based upon the following criteria:
  - a) Ability to perform the specific tasks outlined in the RFP.

- b) Qualifications of specific individuals who will work on the project.
- c) Amount of time and involvement of key personnel who will be involved in respective portions of the project.
- d) Reasonableness of the fee requested to do the work.
- e) Demonstrated record of success on work previously performed.
- f) Specific method and techniques to be employed on the project.
- g) Any other criteria prescribed in this RFP for the required services including any presentations, interviews, and Best and Final Offer (BAFO) changes in Scope of Services requirements, if required by City.

**C. Fee/Price Evaluation**

- 1. Reasonableness of fee requested to do the work, as originally proposed.
- 2. Reasonableness of any BAFO requests.
- 3. Final negotiations.

**III. Award**

- A. After conclusion of the above Evaluations, a Notification of Intent to Award may be sent to any Proposer selected. City may make multiple awards.
- B. Award is contingent upon the successful negotiation of final contract terms and the approval of City. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully, City may negotiate a contract with the next best qualified Proposer or withdraw the RFP. In the event City does not approve the recommendation to award, the RFP may be cancelled without any cost or obligation of City.
- C. City is seeking to establish an agreement for three (3) years with an optional two (2) one (1) year renewal period.
- D. Prices are firm fixed prices during each contract period.
- E. Prices shall be negotiated for each mutually exercised optional renewal period.

**Special Terms and Conditions**

**I. Audit Requirements**

- A. City reserves the right to periodically inspect and audit Provider's accounting procedures and supporting documentation in conjunction with the performance of the required services.
- B. City will notify Provider in writing of any such requested audit.
- C. City will inspect and audit in a reasonable manner and at City's expense.
- D. Provider must fully cooperate with any such audit(s).
- E. City will notify Provider in writing of any exception taken as a result of an audit.

- F. If an audit, in accordance with this article, discloses overcharges (of any nature) by Provider to City of the value of that portion of the Agreement that was audited, the actual cost of City's audit must be reimbursed to City by the Provider.

**II. Termination**

- A. If, in the opinion of City, Provider fails to perform or provide prompt, efficient service, City must have the right to terminate or cancel the Agreement upon 5-day's written notice and pay Provider for the value of the actual work satisfactorily performed to the date of termination.
- B. City must have the right to terminate or cancel the Agreement upon 30-day's written notice without cause and pay Provider for the value of actual work satisfactorily performed to the date of termination.
- C. These rights are in addition to any other rights that City may have available.

**(CONTINUED ON NEXT PAGE)**

**Exhibit A: Scope of Services**

- I. **Specifications:** Place a check or a X mark next to each item confirm your ability or inability to fulfill the item as requested. Provide an explanation for any item marked with a X and offer available alternatives in this or a separate page.
- A. The solution must be fully cloud hosted and require no on-premises or client software to be installed.
  - B. The solution must not require the installation of any application, software, or special configuration on employee / end-user mobile devices.
  - C. The solution must support all major U.S. based cellular carriers (Verizon Wireless, AT&T including FirstNet, and T-Mobile).
  - D. Proposer to describe how text messages are captured directly from carriers (Provide response on an additional page).
  - E. The solution must automatically capture inbound and outbound SMS and MMS messages with near-real-time ingestion.
  - F. The solution must have the ability to retain message metadata (timestamp, sender, recipient, carrier, attachments, etc..).
  - G. The solution must provide advanced search by sender, recipient, phone number, date range, keyword, or attachments.
  - H. The solution must export search results in common formats including PST, PDF, CSV, and EML as well as provide for bulk export options.
  - I. Retention schedules must be configurable by City (e.g., 1 year, 3 years, or custom).
  - J. The solution must have the ability to apply policies by user, group, or organization level.
  - K. The solution must provide secure and verifiable deletion of records at the end of retention periods.
  - L. Full audit trails for access, searches, exports, and policy changes are required.
  - M. Compliance with relevant federal and California state record laws is required.
  - N. Data in transit and at rest must be encrypted.
  - O. The solution must provide the ability to choose or restrict data storage locations to US-based only.
  - P. Capability for Single Sign On / SAML integration with existing identity providers.
  - Q. The solution must provide role-based access controls and least privileged permissions capabilities.
  - R. The solution must provide a centralized web-based admin console for managing users, retention policies, and searches.
  - S. The solution must have built-in reporting for activity logs, usage, retention, and export history.
  - T. All costs for setting up, onboarding, configuration support, admin training, storage, and any other costs required for go-live should be included in final pricing.

End of Scope of Services

**Exhibit B: Pricing Table**

**I. Costs\*\*\***

A. Include costs for items required by specifications and other related tasks to provide a complete proposal for the required services. Submit Exhibit B on a separate sealed envelope inside your main proposal packet.

LN	Item Description	Unit Price	Qty.	Total Cost
1	Facebook (6 accounts)	\$		\$
2	X (formerly Twitter) (2 accounts)	\$		\$
3	Instagram (5 accounts)	\$		\$
4	LinkedIn (1 account)	\$		\$
5	YouTube (2 accounts)	\$		\$
6	TikTok (1 account)	\$		\$
7	Verizon Wireless (340 lines of service)	\$		\$
8	AT&T (7 lines of service)	\$		\$
9	Platform Access	\$		\$
10	Technical Support	\$		\$
		\$		\$
		\$		\$
<b>Total Costs</b>				\$

(CONTINUED ON NEXT PAGE)

**II. Pricing Terms and Conditions**

- A. **Quantities:** listed Line Items are based on current needs which are subject to change per City requirements. Accounts/lines of service quantities may increase or decrease throughout the life of the contract. City does not imply or make any commitment to purchase any specific quantities.
- B. **Term:** the term of the agreement is for a three-year base period with two (2) one (1) year optional renewal periods.
- C. **Price Changes:**
  - 1. After the base period, price changes shall be negotiated but shall not exceed the most recent available 12-month period for the San Francisco-Oakland-Hayward, CA Consumer Price Index (CPI) for All Urban Consumers.
  - 2. In the event market conditions cause a significant change in price, the Provider may request relief by providing verifiable documentation to CR at least 30 days in advance of the requested price change date.
- D. **Unit Price:** include everything but sales tax.
- E. **Delivery Costs:** must be included in unit price.
- F. **Sales Tax:** City will add the appropriate sales tax to each order.
- G. **Net 30 terms:** City will pay for services rendered 30 days from receipt of invoice.
- H. **Additional Charges:** none; do not charge any fees or charges not listed in the Price Sheets.
- I. **Fixed Prices:** prices are fixed for each year of the agreement.
- J. **Proposal Price Sheet:** The awarded Provider's Price Sheet, as accepted by City, will be incorporated into the resultant Agreement.

## Exhibit C: Required Response Template

(Bidder's Company Name)

### Instructions:

Prospective proposers must provide the information requested below and include it in their proposal. City has provided the form as a separate Word document for bidder's use. Use this form or copy and paste it into your own document; in either case, please provide your responses under each of the number points. Do not omit or renumber any sections. Refer to attached documents sparingly and only as necessary; and ensure that any documents referred to are numbered according to the outline below.

### I. Company Information: Name, Contacts, History, Scope of Services

Please provide the following information about your company:

- A. Your company's full legal name, address, phone, email, website.  
[ ]
- B. Prior company names (if any) and years in business; mergers, buyouts, etc.  
[ ]
- C. Organizational structure (i.e. corp., LLC, sole proprietorship, etc.).  
[ ]
- D. Names and titles of the principal owner(s).  
[ ]
- E. Person(s) authorized to make commitments for your company.  
[ ]
- F. Company history, experience, years in business for current company name.  
[ ]
- G. Annual company revenues for the last three fiscal years.  
[ ]
- H. Tax ID number.  
[ ]
- I. The complete scope of services offered by your company.  
[ ]
- J. The number of clients (including governmental) served in past and present.  
[ ]
- K. Contracts terminated for cause, pending litigation or legal issues.  
[ ]

### II. Resources: Staffing, Facilities, Equipment

Provide the following information relative to required services:

- A. Names and titles of key management personnel.  
[ ]
- B. Amount of time and involvement of key personnel who will be involved in respective portions of the project.  
[ ]
- C. Current number of employees: full-time and part-time employees.  
[ ]
- D. Annual turnover rate of staff.  
[ ]
- E. Geographical location of storage facilities for proposed services.  
[ ]

**III. Required Services: Meeting or Exceeding these Requirements**

Provide the following information relative to required services:

- A. Ability to perform specific tasks as outlined in the RFP.  
[ ]
- B. Reasonableness of your fee to do the work.  
[ ]
- C. Current resources to meet or better all task and timeline requirements herein.  
[ ]
- D. Additional resources that might be needed to meet or better all task and timeline requirements of this request.  
[ ]
- E. How quickly can you begin providing services if awarded the contract?  
[ ]
- F. Details of any improvement or upgrades your firm has designed or implemented.  
[ ]

**IV. Demonstrated and Technical Experience**

Please describe your company's:

- A. Demonstrated record of success on work previously performed for other public sector entities.  
[ ]
- B. Specific method and techniques to be employed in providing the requested services.  
[ ]

**V. Work Plan:**

Taking all circumstances, current conditions, and required preparations into consideration, describe in detail, your proposed work plan for delivering the services required by this RFP, including, but not limited to:

A. How you will schedule professional employees and staff to ensure milestones and deadlines are met.

[ ]

B. Provide required response time to the urgent service requests.

[ ]

C. Provide any other relevant information that you believe would benefit City for the requested services.

[ ]

**Submitted by:**

Company Name			_____
Contact Name			_____
Title			_____
Signature			_____
Email			_____
Phone			_____
Date			_____

**(END OF EXHIBIT B)**

**Exhibit D: Special Provisions Form**

All items below apply to this bid proposal:

Hold Harmless and Indemnification: The successful bidder hereby agrees to indemnify, defend, and hold harmless City (including its officials, officers, agents, employees, volunteers, and representatives) from and against any and all claims of any kind or nature presented against City arising out of vendor's (including vendor's employees, representatives, and subcontractors) performance under this agreement, excepting only such claims, costs or liability which may arise out of the sole negligence or willful misconduct of City.

Insurance Provisions: Unless otherwise stated in the RFP specifications, the following insurance requirements apply:

1. Comprehensive General Liability Insurance at least as broad as ISO Form CG0001: (include products liability) \$1,000,000 per occurrence.
2. Employer's Liability Insurance: \$1,000,000 per accident; \$1,000,000 policy limit for disease.
3. All policies of insurance must provide for a minimum of thirty (30) days written notice of any change or cancellation of the policy.
4. Insurance policies to be in a form ad written through companies acceptable to City; and must include those endorsements which are necessary to extend coverage which is appropriate to the nature of the agreement.

Affirmative Action: In support of Affirmative Action, City requires all suppliers to comply with Title VII of the Civil Right Act of 1964, as amended, the Civil Rights Act of 1992, and all federal, state, and municipal laws and regulations pertaining thereto.

Exceptions: If your company is taking exception to any of the specifications, terms or conditions (including insurance, indemnification and/or proposed contract language) stated in this Request for Proposal, please indicate below and describe details: (check any that apply).

- No exceptions taken
- Exception taken to the scope of work or specifications
- Exception taken to indemnification and insurance requirements
- Exception to proposed contract language
- Other

Please explain any of the checked items:

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Note: Taking exception to City's requirements without approval of City prior to submission of your proposal may be cause for rejection of the proposal.

PROPOSING FIRM: \_\_\_\_\_ DATE: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

**SIGNATURE OF REPRESENTATIVE:** \_\_\_\_\_

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

**INSTRUCTION REGARDING SIGNATURE:** If bidder is an individual, state "Sole Owner" after signature. If bidder is a partnership, signature must be by a general partner, so stated after "Title". Names of all other partners and their business addresses must be shown below. If bidder is a corporation, signature must be by an authorized officer, so stated after "Title", and the names of the President and Secretary and their business addresses must be shown below:

_____	_____
_____	_____
_____	_____
_____	_____

**(END OF EXHIBIT D)**

**Exhibit E: Client Reference List**

(Bidder's Company Name)

1. Client's Company Name:	[ ] [ ]
Client Address:	[ ] [ ]
Contact's Name:	[ ] [ ]
Contact's Title:	[ ] [ ]
Contact's Telephone:	[ ] [ ]
Contact's Email:	[ ] [ ]
Scope of Services/Products Provided:	[ ] [ ]
Project Completion Date & Value:	[ ] [ ]
2. Client's Company Name:	[ ] [ ]
Client Address:	[ ] [ ]
Contact's Name:	[ ] [ ]
Contact's Title:	[ ] [ ]
Contact's Telephone:	[ ] [ ]
Contact's Email:	[ ] [ ]
Scope of Services/Products Provided:	[ ] [ ]
Project Completion Date & Value:	[ ] [ ]
3. Client's Company Name:	[ ] [ ]
Client Address:	[ ] [ ]
Contact's Name:	[ ] [ ]
Contact's Title:	[ ] [ ]
Contact's Telephone:	[ ] [ ]
Contact's Email:	[ ] [ ]
Scope of Services/Products Provided:	[ ] [ ]
Project Completion Date & Value:	[ ] [ ]

Duplicate this form as necessary to complete list.

**(END OF EXHIBIT E)**

**Exhibit F: Non-Collusion Affidavit**

Note: To be executed by Proposer and submitted with proposal.

State of \_\_\_\_\_  
(the State of the place of business)

County of \_\_\_\_\_  
(the County of the place of business)

\_\_\_\_\_, being first duly sworn, deposes and  
(name of the person signing this form)

says that he/she is \_\_\_\_\_ of  
(title of the person signing this form)

\_\_\_\_\_, the party making the foregoing bid  
(name of bidding company)

that such bid is not made in the interest of or on the behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner directly or indirectly sought by agreement, communication, or conference with anyone to fix the bid price of said bidder or of any other bidder or to fix any overhead profit, or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in such bid are true, and further, that said bidder has not directly or indirectly submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to any person or persons as have a partnership or other financial interest with said bidder in the general business.

By: \_\_\_\_\_  
(signature)

Printed Name: \_\_\_\_\_  
(name of the person signing this form)

Title: \_\_\_\_\_  
(title of the person signing this form)

Notary is not required for this bid.

**(END OF EXHIBIT F)**