

December 18, 2025

Dear Jeff Bennyhoff and team,

Thank you for your interest in Smarsh and for the opportunity to respond to the City of Merced's RFP for Text Message and Social Media Archiving. We are pleased to enclose an electronic copy of the response from Smarsh.

Founded in 2001, Smarsh has built its reputation as a trusted compliance partner for organizations operating in the most heavily regulated environments. Over the past two decades, we have applied that expertise to help more than 1,000 state and local agencies modernize their approach to public records management, meet evolving state and federal recordkeeping requirements, and streamline FOIA and Sunshine Law compliance. Please see the additional requested detail below:

- Organizational structure (corp., LLC, etc.): C corporation
- Names and titles of the principal owner(s): As a privately held company, Smarsh maintains a policy of not disclosing detailed ownership or control structure information beyond what is publicly available.
- Person(s) authorized to make commitments for your company: For sales-related documents, our authorized signers are our CEO, CFO, and Global Corporate Controller.
- Current number of employees, key personnel: Nearly 1,600 employees globally.
- Note any exceptions to any part of City's scope, specifications, terms or conditions in this letter and explain the reason: Smarsh will review and comment on contract templates, if applicable, and any other terms and conditions identified in the proposal after the parties finalize their conversations on the scope of the products and services to be provided by Smarsh to the City of Merced.

Smarsh will work with the City of Merced to understand your unique requirements and deliver the best solution for your organization. We complement our technology with professional implementation, comprehensive training, and award-winning support services to cover every aspect of your project. The response provided will cover the proposed solution in more detail.

Smarsh is excited to build a strong relationship with the City of Merced. Purchasing a new software platform can be a challenging process, but our goal is to make it as simple as possible for your team. If we can provide any clarification or answer additional questions, please do not hesitate to contact us.

Sincerely,

Cade Gunnell

Cade Gunnell, Account Executive
Smarsh, Inc. (www.smarsh.com)
851 SW 6th Ave. Suite 800 Portland, OR 97204
cade.gunnell@smarsh.com
(503)446-2368 – Direct

Please be advised: The information that Smarsh has submitted in this RFP, along with any supporting documentation, has been provided in good faith and is accurate at the time of submission. Nothing in this RFP or in Smarsh's response should be considered binding, and any Smarsh services provided as a result of this RFP shall be subject to and governed by the eventual agreement negotiated in good faith between the parties.

City of Merced



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

RFP # 12192025

Text Message & Social Media Archiving Services

Table of Contents

Schedule, Overview, Proposal Content, Proposer Qualifications 1

Overview and Background 1

Proposal Procedures, Content, Format, Criteria, and Award 4

Proposer Qualifications, Evaluation Criteria, and Award Process..... 5

Special Terms and Conditions 6

Exhibit A: Scope of Services 8

Exhibit B: Pricing Table 9

Exhibit C: Required Response Template.....11

Exhibit D: Special Provisions.....21

Exhibit E: Client References.....24

Exhibit F: Non-Collusion Affidavit17

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)

RFP # 12192025

Text Message & Social Media Archiving Services

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

RFP # 12192025

Text Message & Social Media Archiving Services

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.

RFP # 12192025

Text Message & Social Media Archiving Services

- 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.

RFP # 12192025

Text Message & Social Media Archiving Services

- 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.

Smarsh Response: Compliant

- B. The solution must not require the installation of any application, software, or special configuration on employee / end-user mobile devices.

Smarsh Response: Compliant

An internet browser is the only requirement for accessing the archive.

- C. The solution must support all major U.S. based cellular carriers (Verizon Wireless, AT&T including FirstNet, and T-Mobile).

Smarsh Response: Compliant

- D. Proposer to describe how text messages are captured directly from carriers (Provide response on an additional page).

Smarsh Response: Compliant – Text messages are captured directly from carriers through established API integrations and direct relationships with major mobile carrier networks such as AT&T, Verizon, T-Mobile, Rogers, Telus, and O2.

For company-provided phones, Smarsh connects to the backend of the corporate carrier account and archives SMS and MMS messages directly from the source. Communications are captured in their native format, preserving all original components including images, videos, emojis, and metadata such as MessageID and ThreadID.

The capture process is seamless and does not require any changes to devices or installation of additional apps; only a business account with the carrier is needed. Once the company-owned devices are registered, an SMS is sent to the phone-holder to activate the service, after which all incoming and outgoing messages are journaled over an encrypted channel to the Smarsh platform for archiving and compliance. Smarsh also supports international roaming and can capture texts regardless of device or operating system.

For BYOD scenarios, Smarsh provides an application that enables users to send and receive business communications, which are then captured and archived. The solution ensures a full chain of custody and enables organizations to monitor, inspect, and export archived communications as needed for compliance and risk management.

- E. The solution must automatically capture inbound and outbound SMS and MMS messages with near-real-time ingestion.

Smarsh Response: Compliant

- F. The solution must have the ability to retain message metadata (timestamp, sender, recipient, carrier, attachments, etc..).

Smarsh Response: Compliant

- G. The solution must provide advanced search by sender, recipient, phone number, date range, keyword, or attachments.

Smarsh Response: Compliant – Professional archive uses SOLR to index the messages. All search features are included except for Advanced search which is dependent on your package. Simplified searches include content types, people (senders and recipients, internal and external), keywords (including complex Boolean logic and proximity search), and date ranges, and these cover approximately 95% of queries for audits and discovery.

Users can leverage full-text search and also search additional metadata (such as a flags, rule violations, etc.) that have been applied to each message during review. Users can also search header information and over 400 attachment file types. Smarsh also captures all BCC data and distribution group recipient data for email.

Searching via attachment name and attachment text is fully supported. Proximity sets of up to 10 words are supported (for example, show all messages where “guarantee” is within 4 words from “results.”). Smarsh stores content in purpose-built repositories (not flattened to email storage), enabling supervision and e-discovery workflow that shows an entire thread or conversation for simpler review. All searches are run through Professional Archive.

- H. The solution must export search results in common formats including PST, PDF, CSV, and EML as well as provide for bulk export options.

Smarsh Response: Compliant – Export formats include: PST, EML, PDF and Native.

- I. Retention schedules must be configurable by City (e.g., 1 year, 3 years, or custom).

Smarsh Response: Compliant

- J. The solution must have the ability to apply policies by user, group, or organization level.

Smarsh Response: Compliant – The solution provides the ability to apply policies at the user, group, and organization level. Policies, filters, and lexicons can be created, managed, and edited by the customer in Policy Editor, and can be applied to different targets such as individual participants, AD or custom group membership, participant attributes (country, division, department), or content type. The platform inherits organizational hierarchy from sources like Active Directory and LDAP, enabling identification and mapping of users, groups, and organizational properties for policy creation and data access. The Hierarchy Groups feature allows users to be grouped for easier search, review, and access level permissions. The solution supports granular role-based access control, allowing restriction of access to content based on departments, groups, countries, and regions.

- K. The solution must provide secure and verifiable deletion of records at the end of retention periods.

Smarsh Response: Compliant

- L. Full audit trails for access, searches, exports, and policy changes are required.

Smarsh Response: Compliant

- M. Compliance with relevant federal and California state record laws is required.
Smarsh Response: Compliant – We are compliant with relevant federal and California state record laws. Our solutions support compliance with federal regulations such as SEC Rule 17a-4, FINRA Rule 4511, and other applicable requirements, ensuring records are preserved in a non-rewritable and non-erasable format for the required retention period. For California, we enable agencies to meet their public records and e-discovery requirements under the California Public Records Act (CPRA), providing automated communications capture, retention, and production of non-exempt records as required. Our technology supports granular retention policy definition, tamper-proof WORM-compliant storage, and multi-layered data protection, ensuring records are stored in an immutable, original format and accessible for supervisory review.
- N. Data in transit and at rest must be encrypted.
Smarsh Response: Compliant – All customer data is encrypted both in transit and at rest. Data in transit is protected using TLS 1.2 or higher, and data at rest is encrypted using AES-256. Encryption is applied to all information system components with data at rest capabilities, including storage volumes, relational databases, and blob storage. Encryption keys are managed securely in an isolated key management system (KMS), with regular rotation and robust access controls. Additional safeguards include unique initialization vectors for each object, proxy re-encryption, one-way encoding techniques, and master key rotation every 180 days. These measures ensure the confidentiality and integrity of sensitive information at all times.
- O. The solution must provide the ability to choose or restrict data storage locations to US-based only.
Smarsh Response: Compliant – All US customer data will be housed in US-based data centers.
- P. Capability for Single Sign On / SAML integration with existing identity providers.
Smarsh Response: Compliant
- Q. The solution must provide role-based access controls and least privileged permissions capabilities.
Smarsh Response: Compliant – Smarsh Platform provides robust role based access controls, with very granular permissions. City of Merced can create as many custom roles as desired to grant different levels of entitlement to specific users .
- R. The solution must provide a centralized web-based admin console for managing users, retention policies, and searches.
Smarsh Response: Compliant – The solution provides a centralized web-based administration console that enables authorized personnel to manage users, retention policies, and searches. Administrators can create and manage user accounts, define roles and permissions, configure retention policies across all data sets, and perform searches with advanced capabilities. The administration interface supports granular controls for user management, policy configuration, and search operations, ensuring streamlined oversight and compliance.

RFP # 12192025

Text Message & Social Media Archiving 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)	\$68	6	\$408
2	X (formerly Twitter) (2 accounts)	\$558	2	\$1,116
3	Instagram (5 accounts)	\$68	5	\$340
4	LinkedIn (1 account)	\$96	1	\$96
5	YouTube (2 accounts)	\$3,187	2	\$6,375
6	TikTok (1 account)	\$5,520	1	\$5,520
7	Verizon Wireless (340 lines of service)	\$88.80	340	\$30,192
8	AT&T (7 lines of service)	\$96	7	\$672
9	Platform Access	\$680	1	\$680
10	One-Time Onboarding Fees	\$724.66	9	\$6,522
11	Smarsh University: Web Access	\$434.50	1	\$434.50
Total Costs				\$52,356.10

Please see the attached Pricing Quote for more detail. The total above includes the Annual Recurring Service Fees with the One-Time Onboarding fees on line 10.

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RFP # 12192025

Text Message & Social Media Archiving Services

- S. The solution must have built-in reporting for activity logs, usage, retention, and export history.

Smarsh Response: Compliant

- 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.

Smarsh Response: Compliant

End of Scope of Services

RFP # 12192025

Text Message & Social Media Archiving Services

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.

RFP # 12192025

Text Message & Social Media Archiving Services

Exhibit C: Required Response Template

Smarsh Inc.

(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.

Smarsh Response: Smarsh, Inc. is a privately-held corporation established in 2001 backed by K1 Investment Management LLC.

Headquarters:

851 SW 6th Ave., #800

Portland, OR 97204

Toll Free: 866-SMARSH-1

<https://www.smarsh.com/>

- B. Prior company names (if any) and years in business; mergers, buyouts, etc.

Smarsh Response: N/A

- C. Organizational structure (i.e. corp., LLC, sole proprietorship, etc.).

Smarsh Response: C corporation

- D. Names and titles of the principal owner(s).

Smarsh Response: As a privately held company, Smarsh maintains a policy of not disclosing detailed ownership or control structure information beyond what is publicly available.

- E. Person(s) authorized to make commitments for your company.

Smarsh Response: For sales-related documents, our authorized signers are our CEO, CFO, and Global Corporate Controller.

- F. Company history, experience, years in business for current company name.

Smarsh Response: Founded in 2001, Smarsh has built its reputation as a trusted compliance partner for organizations operating in the most heavily regulated environments. Over the past two decades, we have applied that expertise to help more than 1,000 state and local agencies modernize their approach to public records management, meet evolving state and federal recordkeeping requirements, and streamline FOIA and Sunshine Law compliance.

RFP # 12192025

Text Message & Social Media Archiving Services

Our solutions are trusted by government agencies of all sizes – from small municipalities to large state departments – because we combine enterprise-grade security, innovative, scalable technology, and deep regulatory expertise. Smarsh has consistently been recognized as a leader in the Gartner Magic Quadrant, most recently as a 2025 Leader for Digital Communications Governance and Archiving Solutions. This recognition reflects not only our technology leadership, but also our commitment to anticipating and meeting the needs of public sector agencies.

By partnering with Smarsh, you gain more than a technology platform – you gain a long-term ally dedicated to helping your agency preserve public trust, reduce compliance risk, and operate with efficiency and transparency.

- G. Annual company revenues for the last three fiscal years.

Smarsh Response: Smarsh is a privately held company and therefore do not publish our financials. If desired, we can schedule a review with our Finance team to discuss any questions you may have about financial status, structure or business model.

- H. Tax ID number.

Smarsh Response: 75-2984566

- I. The complete scope of services offered by your company.

Smarsh Response: Smarsh offers a comprehensive suite of services focused on digital communications governance and archiving. Our offerings include cloud-based capture, archiving, and supervision solutions across more than 100 channels, helping companies manage risk in their electronic communications and maximize platform investment. We deliver compliance technology for communications data compliance and intelligence, trusted by thousands of companies worldwide.

Our professional services encompass onboarding packages for all platforms, bespoke options for custom requirements, and specialized support for eDiscovery, Financial Services/Regulatory, supervision and surveillance, training, and project management. Technical support and help desk services are manned 24/7/365, with dedicated service desk locations in London, UK, and the US. We adhere to industry standards, provide online and in-person training and documentation, and update our platform quarterly.

All services are performed by in-house employees, with offshore development and support provided by Smarsh India. Our leadership team has deep expertise in financial services, regulatory technology, and enterprise-scale AI, driving innovation in communications data intelligence and regulatory control.

- J. The number of clients (including governmental) served in past and present.

Smarsh Response: As a market leader and innovator, Smarsh serves over 6,500 global customers in the public sector and financial services industry. Over the past two decades, we have applied that expertise to help more than 1,000 state and local agencies modernize their approach to public records management,

RFP # 12192025

Text Message & Social Media Archiving Services

meet evolving state and federal recordkeeping requirements, and streamline FOIA and Sunshine Law compliance.

- K. Contracts terminated for cause, pending litigation or legal issues.

Smarsh Response: Smarsh has no pending litigation related to the applicable products, nor any other material disputes outside the ordinary course of business.

II. Resources: Staffing, Facilities, Equipment

Provide the following information relative to required services:

- A. Names and titles of key management personnel.

Smarsh Response: Customer Success Manager-Bethany Cloutier
Account Executive-Cade Gunnell

- B. Amount of time and involvement of key personnel who will be involved in respective portions of the project.

Smarsh Response: At a high-level, Smarsh expects the customer has at least one System Admin for the Smarsh Provisioning Archive. The customer will also need to provide the Verizon/AT&T account information for provisioning. Customers may choose to provide additional user information for Verizon/AT&T and Social archiving to be onboarding by Smarsh Implementation with our Standard Onboarding package.

If the customer has the information available and is responsive to requests, the Implementation case should be complete in a week or two. That will include the option of a Kick Off and a Knowledge Sharing call during the implementation.

- C. Current number of employees: full-time and part-time employees.

Smarsh Response: Nearly 1,600 employees globally.

- D. Annual turnover rate of staff.

Smarsh Response: Smarsh, as a privately held company, is not permitted to comment on employee turnover rate as this detail is considered highly confidential.

- E. Geographical location of storage facilities for proposed services.

Smarsh Response: The first storage location is at our company headquarters in Portland, OR. The backup location in Quincy, WA. We use AWS S3 Storage for binary objects located on the US West Coast.

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.

Smarsh Response: Smarsh expects that the customer has at least one System Admin for the Smarsh Provisioning Archive. The customer will also need to provide the Verizon account information for provisioning. Additionally, customers may choose to provide additional user information for Verizon/AT&T and Social archiving to be onboarded by Smarsh Implementation with our Standard Onboarding package.

If the customer has the information available and is responsive to requests, the Implementation case should be complete in a week or two. That will include the option of a Kick Off and a Knowledge Sharing call during the implementation.

- B. Reasonableness of your fee to do the work.

Smarsh Response: Please see our pricing quote.

- C. Current resources to meet or better all task and timeline requirements herein.

Smarsh Response: Smarsh expects that the customer has at least one System Admin for the Smarsh Provisioning Archive. The customer will also need to provide the Verizon account information for provisioning. Additionally, customers may choose to provide additional user information for Verizon and Social archiving to be onboarding by Smarsh Implementation with our Standard Onboarding package.

If the customer has the information available and is responsive to requests, the Implementation case should be complete in a week or two. That will include the option of a Kick Off and a Knowledge Sharing call during the implementation.

- D. Additional resources that might be needed to meet or better all task and timeline requirements of this request.

Smarsh Response: One System Admin is necessary, additional support staff can be helpful.

- E. How quickly can you begin providing services if awarded the contract?

Smarsh Response: Within two weeks. If the customer has the information available and is responsive to requests, the Implementation case should be complete in a week or two. That will include the option of a Kick Off and a Knowledge Sharing call during the implementation.

- F. Details of any improvement or upgrades your firm has designed or implemented.

Smarsh Response: Smarsh has implemented a continuous improvement strategy focused on enabling customers to leverage communications intelligence, avoid risks, and capitalize on new opportunities. Our roadmap includes significant enhancements in Archiving. Key areas of improvement are:

- Continued leadership in content capture technology, supporting business through preferred channels.
- Advanced content storage and archiving, preserving conversational data across channels and languages.

RFP # 12192025

Text Message & Social Media Archiving Services

- Innovation in machine learning and natural language processing to enhance understanding of human language and behavior at cloud scale.
- Ongoing investment in support for new networks, greater use of public cloud infrastructure (such as AWS and Microsoft Azure), and models for improved risk remediation and customer insights.
- Transition support from multiple legacy systems to a unified system of record for all electronic communications.

Platform updates are released continuously, typically every two weeks, using a Continuous Integration / Continuous Delivery (CI/CD) model. Major UI/UX, supervision, and reporting updates have been released over the last five years. Enhancements and new features are rolled out regularly, and clients receive updates and view release notes in Smarsh Central.

The Scenario Catalogue is regularly updated, with retraining of machine learning models occurring up to once per quarter, and multiple upgrades to the augmentation layer per quarter based on client feedback and performance analysis. All upgrades and new versions are subject to validation, governance, and approval by customers before production deployment, with full audit trails, versioning, and rollback capabilities.

Enhancement requests and bug fixes are prioritized by severity and customer impact, with the highest priority issues addressed immediately. Bugs and major issues are tracked using a standard ticketing system, and communications around new releases and ticket statuses are shared via email and the customer portal. Customer instances are upgraded during weekly maintenance windows, typically between Friday evening and Saturday morning Pacific time.

IV. Demonstrated and Technical Experience

Please describe your company's:

- A. Demonstrated record of success on work previously performed for other public sector entities.

Smarsh Response: City of Elgin Unifies Records Management with Smarsh

Like any local government agency, the City of Elgin is mandated by the Freedom of Information Act (FOIA) to give public access to official government records. This is a vital component of local government accountability and trust. For the City of Elgin, manual searches across five separate systems created unsustainable burdens.

In this customer story, learn how Illinois' sixth-largest municipality streamlined FOIA response with Smarsh to:

- Automate capture across all communication channels
- Dramatically reduce IT burden for records retrieval
- Enhance confidence in meeting FOIA requirements

Get the customer story to see how your agency can do the same and modernize fragmented records management into a streamlined process that supports FOIA requirements.

<https://www.smarsh.com/customer-story/city-of-elgin-records-management-case-study>

- B. Specific method and techniques to be employed in providing the requested services.

Smarsh Response: Smarsh employs a formal project management process anchored by a Statement of Work (SOW), which outlines all work activities, responsibilities, and scope boundaries. The SOW serves as the baseline for creating a detailed project plan that tracks progress, schedules, budget, and task interdependencies between Smarsh and Client team members. Progress is measured by monitoring activity completion, providing status reports, and analyzing remaining effort and issues.

Communication is maintained through timely and accurate status updates and formal processes between organizations. For vendor risk management, Smarsh Capture Mobile conducts annual reviews of critical third-party vendors using SOC2 audit reports, ISO27001, OFAC, and security scorecard assessments for ongoing risk management.

Smarsh also provides onboarding services for new capture channels, utilizing phased migration (PLAN, SETUP, PROCESS, VERIFY, CLOSE) and milestone-based onboarding for integrations such as Salesforce Marketing Cloud VAM and Nexus feeds. Service delivery is supported by enterprise partnerships with AWS, VMWare, Datadog, New Relic, and Atlassian, all operating under paid enterprise support models. Ongoing compliance is monitored through annual security assessment reviews and continuous monitoring of FedRAMP packages for Cloud Service Providers. Secure deletion of media is performed according to NIST 800-88 guidelines, with logs provided that adhere to NIST 800-88 requirements.

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:

At a high-level, Smarsh expects that the customer has at least one System Admin for the Smarsh Provisioning Archive. The customer will also need to provide the Verizon/AT&T account information for provisioning. Additionally, customers may choose to provide additional user information for Verizon/AT&T and Social archiving to be onboarding by Smarsh Implementation with our Standard Onboarding package.

If the customer has the information available and is responsive to requests, the Implementation case should be complete in a week or two. That will include the option of a Kick Off and a Knowledge Sharing call during the implementation.

Ongoing maintenance and platform use by the organization's compliance officer or other admin, will vary based on organizational policies and procedures.

RFP # 12192025

Text Message & Social Media Archiving Services

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

Smarsh Response: Smarsh expects that the customer has at least one System Admin for the Smarsh Provisioning Archive. If the customer has the information available and is responsive to requests, the Implementation case should be complete in a week or two. That will include the option of a Kick Off and a Knowledge Sharing call during the implementation. Ongoing maintenance and platform use by the organization's compliance officer or other admin, will vary based on organizational policies and procedures. Smarsh has a team available during business hours year round.

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

Smarsh Response: Please see refer Smarsh's SLA documentation for full details: <https://www.smarsh.com/legal-docs/SupportServiceLevelAgreement-v1025.pdf>

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

Smarsh Response: We can also support you with capturing and archiving any of the other communication channels you use, like MS Teams, Email, or any encrypted apps you might use like Signal.

Submitted by:

Company Name Smarsh Inc.

Contact Name Cade Gunnell

Title Account Executive

Signature *Cade Gunnell*

Email cade.gunnell@smarsh.com

Phone (503)446-2368 - Direct

Date 12/18/2025

Company Name _____

Contact Name _____

Title _____

Signature _____

Email _____

Phone _____

Date _____

RFP # 12192025

Text Message & Social Media Archiving Services

(END OF EXHIBIT B)

RFP # 12192025

Text Message & Social Media Archiving Services

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:

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: Smarsh Inc.

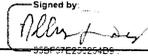
DATE: 12/18/2025

RFP # 12192025

Text Message & Social Media Archiving Services

BUSINESS ADDRESS: 851 SW 6th Ave #800, Portland, OR 97204

SIGNATURE OF REPRESENTATIVE:

Signed by: 

BY: Ally Dazey

TITLE: Global Corporate Controller

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:

<u>President: Stephen Marsh</u>	<u>851 SW 6th Ave., Suite 800, Portland, OR 97204</u>
<u>Corporate Secretary: Katie Alexander</u>	<u>851 SW 6th Ave., Suite 800, Portland, OR 97204</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

(END OF EXHIBIT D)

Exhibit E: Client Reference List

Smarsh Inc.

(Bidder's Company Name)

<p>1. Client's Company Name:</p>	<p>Smarsh has consistently been recognized as a leader in communications compliance, archiving and intelligence. This includes:</p> <ul style="list-style-type: none"> • Leadership position in the first two years of the Gartner Magic Quadrant for Digital Communications Governance & Archiving (2024 & 2025) report, including the furthest positioning on the Completeness of Vision axis • 7 consecutive years as a leader in the Gartner Magic Quadrant for Enterprise Information Archiving • 14 consecutive years as a leader in the Radicati Group's Information Archiving Magic Quadrant • Additionally, Smarsh has been named to the Inc5000 Fastest Growing Private Companies List for 17 consecutive years (2008-2024) and has been recognized with several regional and global industry awards/honors for: AI innovation, RegTech leadership, product vision and market leadership, organizational growth and knowledge management <p>As a market leader and innovator, Smarsh serves over 4,000 global customers in the SLED Industry, including State and Local Government Agencies, k-12 and Higher Education, and Non-Profit organizations. Please be sure to review a few of our customers' stories HERE about their journey with Smarsh.</p> <p>To ensure the protection of current clients and the Non-Disclosure Agreements (NDA) currently in place, Smarsh cannot disclose specific customer details at this time. The same level of protection and discretion would be provided to the City of Merced. Further along in the selection process, Smarsh can work with the City to provide references that are similar in size and complexity to your organization.</p>
<p>Client Address:</p>	
<p>Contact's Name:</p>	

RFP # 12192025

Text Message & Social Media Archiving Services

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:	

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:	

RFP # 12192025

Text Message & Social Media Archiving Services

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)

RFP # 12192025

Text Message & Social Media Archiving Services

Exhibit F: Non-Collusion Affidavit

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

State of Oregon
(the State of the place of business)

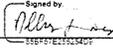
County of Multnomah
(the County of the place of business)

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

says that he/she is Global Corporate Controller of
(title of the person signing this form)

Smarsh Inc., 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: Ally Dazey
(name of the person signing this form)

Title: Global Corporate Controller
(title of the person signing this form)

Notary is not required for this bid.

(END OF EXHIBIT F)

