

CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
ARCHIVE SOCIAL, INC. ("Contractor")
FOR
CITYWIDE SOCIAL MEDIA ARCHIVING

CONTRACT NUMBER: MA 5900 NA190000190

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Archive Social, Inc. having offices at 212 W. Main Street, Suite 500, Durham, NC 27701 and the City, a home-rule municipality incorporated by the State of Texas.

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number RFP 5900 ELF3001.

1.1 This Contract is composed of the following documents:

1.1.1 This Contract

1.1.2 The City's Solicitation, RFP 5900 ELF3001, including all documents incorporated by reference

1.1.3 Archive Social, Inc. Offer, dated February 15, 2019, including subsequent clarifications

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

1.2.1 This Contract

1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference

1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications.

1.3 Term of Contract. The Contract shall become effective on October 01, 2019 and shall remain in effect for an initial term of 36 months. The Contract may be extended beyond the initial term for up to 2 additional 12 month periods at the City's sole option.

1.3.1.1 If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.

1.3.1.2 Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under the Contract (not to exceed 120 calendar days unless mutually agreed to in writing).

- 1.4 **Compensation.** The Contractor shall be paid a total Not-to-Exceed amount of \$74,421 for the initial Contract term, a total Not-to-Exceed amount of \$24,807 for Option 1, a total Not-to-Exceed amount of \$24,807 for Option 2 for a total Not-to-Exceed amount of \$124,035. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.
- 1.5 **Quantity of Work.** There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the parties have caused a duly authorized representative to execute this Contract on the date set forth below.

ARCHIVE SOCIAL, INC

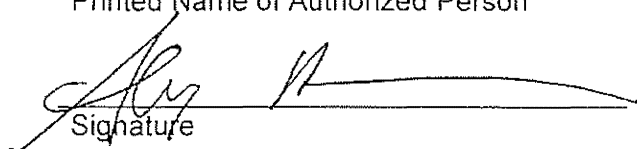
CITY OF AUSTIN

Alix Bowman

Printed Name of Authorized Person

Elisa Folco

Printed Name of Authorized Person

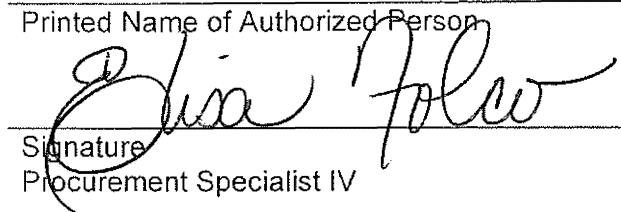

Signature

Director of Customer Experience

Title:

7/23/19

Date:


Signature

Procurement Specialist IV

Title:

07/23/2019

Date:



CITY OF AUSTIN, TEXAS
Purchasing Office
REQUEST FOR PROPOSAL (RFP)
OFFER SHEET

SOLICITATION NO: RFP 5900 ELF3001

DATE ISSUED: January 21, 2019

REQUISITION NO.: 5900 18092000788

COMMODITY CODE: 92023

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT THE FOLLOWING
AUTHORIZED CONTACT PERSON:**

Elisa Folco

Procurement Specialist IV

Phone: (512) 974-1421

E-Mail: Elisa.Folco@austintexas.gov

COMMODITY/SERVICE DESCRIPTION:

Citywide Social Media Archiving

**NON-MANDATORY PRE-PROPOSAL TELECONFERENCE
TIME AND DATE:** January 31, 2019, 2:00pm CST

Teleconference Number: 512-974-9300

Participant Code: 181963#

PROPOSAL DUE PRIOR TO:

February 21, 2019, 2:00 pm, CST

PROPOSAL OPENING TIME AND DATE:

February 21, 2019, 3:00 pm, CST

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

LIVE SOLICITATION OPENING ONLINE: For RFP's, only the
names of respondents will be read aloud

For information on how to attend the Solicitation Closing online, please
select this link:

<http://www.austintexas.gov/department/bid-opening-webinars>

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below:

Address for US Mail (Only)	Address for FedEx, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # RFP 5900 ELF3001	Purchasing Office-Response Enclosed for Solicitation # RFP 5900 ELF3001
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY (USB FLASH DRIVE) OF YOUR RESPONSE

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200 V2	STANDARD SOLICITATION INSTRUCTIONS, UPDATED JUNE 26, 2018	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	11
0500	SCOPE OF WORK	7
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	4
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0615	EXCEPTION FORM – Complete and return if applicable	1
0700	REFERENCE SHEET – Complete and return	2
0800	NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION–Complete and return	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810 V2	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION, UPDATED JUNE 26, 2018	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0840	SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE – Complete and return	1
0900	SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM – Complete & return	1
0905	SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN – Complete and return if applicable	3
Appendix A	REQUIREMENTS FOR SOCIAL MEDIA ARCHIVING – Complete and return	1
Appendix B	Price Proposal Form – Complete and return	1

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the * Sections are available on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: _____

Company Address: _____

City, State, Zip: _____

Vendor Registration No. _____

Printed Name of Officer or Authorized
Representative: _____

Title: _____

Signature of Officer or Authorized
Representative: _____

Date: _____

Email Address: _____

Phone Number: _____

*** Proposal response must be submitted with this signed Offer sheet to be considered for award**

**CITY OF AUSTIN
PURCHASING OFFICE
SECTION 0400: SUPPLEMENTAL PURCHASE PROVISIONS
RFP 5900 ELF3001, CITYWIDE SOCIAL MEDIA ARCHIVING**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office no later than five business days prior to the Solicitation Due Date.

2. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

OR

PURInsuranceCompliance@austintexas.gov

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.

**CITY OF AUSTIN
PURCHASING OFFICE
SECTION 0400: SUPPLEMENTAL PURCHASE PROVISIONS
RFP 5900 ELF3001, CITYWIDE SOCIAL MEDIA ARCHIVING**

- (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
 - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
3. **TERM OF CONTRACT:**
- A. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of 36 months. The Contract may be extended beyond the initial term for up to 2 additional 12 month periods at the City's sole option. If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.
 - B. Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under this Contract. Any hold over period will not exceed 120 calendar days unless mutually agreed on by both parties in writing.
 - C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
 - D. Prices are firm and fixed for the entire contract term.
4. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.
5. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

**CITY OF AUSTIN
PURCHASING OFFICE
SECTION 0400: SUPPLEMENTAL PURCHASE PROVISIONS
RFP 5900 ELF3001, CITYWIDE SOCIAL MEDIA ARCHIVING**

- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be emailed to the below address:

Department	Communications and Public Information Office
Attn:	Jessica King
Address	CPIOAPINVOICES@austintexas.gov

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

6. PUBLISHED PRICE LISTS:

- A. Offerors may quote using published price lists in the following ways:
- i. Offerors may quote one discount from a Published Price List for all offered items to be covered in the Contract. The discount must remain firm during the life of the Contract.
 - ii. Offerors may quote their dealer cost, plus a percentage markup to be added to the cost. The percentage markup must remain firm during the life of the contract.
- B. Two (2) copies of the list upon which the discounts or markups are based shall be submitted with the Offer. All price lists identified in the Offer shall clearly include the Offeror's name and address, the solicitation number, prices, title of the discount and number, and the latest effective date of the price list. If the Offer is based on a discount or markup on a manufacturer's price list, the price list must also include the manufacturer's name, the manufacturer's latest effective date, and the manufacturer's price schedule. All price lists submitted become part of the Offer.
- C. The price list may be superseded or replaced during the Contract term only if price revisions are the result of the manufacturer's official price list revision. Written notification from the Contractor of price changes, along with two (2) copies of the revised list must be submitted to the Buyer in the Purchasing Office with the effective date of change to be at least 30 calendar days after written notification. The City reserves the right to refuse any list revision.
- D. The discounts or markups on equipment rental, material, supplies, parts, and contract services shall be fixed throughout the term of the Contract, and are not subject to increase.
- E. Failure to submit written notification of price list revisions will result in the rejection of new prices being invoiced. The City will only pay invoices according to the last approved price list.

7. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:

- A. On June 14, 2018, the Austin City Council adopted Ordinance No. 20180614-056 replacing Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval

**CITY OF AUSTIN
PURCHASING OFFICE
SECTION 0400: SUPPLEMENTAL PURCHASE PROVISIONS
RFP 5900 ELF3001, CITYWIDE SOCIAL MEDIA ARCHIVING**

under City Charter Article VII, Section 15 (Purchase Procedures). The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly had communication restricted in the ordinance section 2-7-104 during the No-Lobbying Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: https://assets.austintexas.gov/purchase/downloads/New_ALO_Ordinance_No_20180614-056.pdf and is also included in the Solicitation, [Section 0200 V2, Solicitation Instructions June 26, 2018](#).

8. NON-SOLICITATION:

- A. During the term of the Contract, and for a period of six (6) months following termination of the Contract, the Contractor, its affiliate, or its agent shall not hire, employ, or solicit for employment or consulting services, a City employee employed in a technical job classification in a City department that engages or uses the services of a Contractor employee.
- B. In the event that a breach of Paragraph A occurs the Contractor shall pay liquidated damages to the City in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation; or (ii) 100 percent of the employee's annual compensation while employed by the City. The Contractor shall reimburse the City for any fees and expenses incurred in the enforcement of this provision.
- C. During the term of the Contract, and for a period of six (6) months following termination of the Contract, a department that engages the services of the Contractor or uses the services of a Contractor employee will not hire a Contractor employee while the employee is performing work under a Contract with the City unless the City first obtains the Contractor's approval.
- D. In the event that a breach of Paragraph C occurs, the City shall pay liquidated damages to the Contractor in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation or (ii) 100 percent of the employee's annual compensation while employed by the Contractor.

9. INTERLOCAL PURCHASING AGREEMENTS: (applicable to competitively procured goods/services contracts).

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

10. OWNERSHIP AND USE OF DELIVERABLES: The City shall own all rights, titles, and interests throughout the world in and to the Deliverables.

- A. **Patents:** As to any patentable subject matter contained in the Deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.

**CITY OF AUSTIN
PURCHASING OFFICE
SECTION 0400: SUPPLEMENTAL PURCHASE PROVISIONS
RFP 5900 ELF3001, CITYWIDE SOCIAL MEDIA ARCHIVING**

- B. **Copyrights:** As to any Deliverable containing copyrighted subject matter, the Contractor agrees that upon their creation, such Deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such Deliverables, provided however, that nothing in this Paragraph 36 shall negate the City's sole or joint ownership of any such Deliverables arising by virtue of the City's sole or joint authorship of such Deliverables. Should by operation of law, such Deliverables not be considered work made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of Austin) all worldwide right, title, and interest in and to such Deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such Deliverables to the City or at such other time as the City may request.
- C. **Additional Assignments:** The Contractor further agrees to, and if applicable, cause each of its employees to execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns, and nominees, the sole and exclusive right, title, and interest in and to the Deliverables, The Contractor's obligations to execute acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 36 A., B., and C. shall continue after the termination of this Contract with respect to such Deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the Deliverables, but should arise to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph above.
11. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Jessica King, Deputy Director CPIO

512-974-2406

Jessica.King@austintexas.gov

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

**CITY OF AUSTIN
PURCHASING OFFICE
SECTION 0400: SUPPLEMENTAL PURCHASE PROVISIONS
RFP 5900 ELF3001, CITYWIDE SOCIAL MEDIA ARCHIVING**

Add the following definitions:

“Affiliate” means, including but not limited to, (i) City’s parent subsidiaries, partnerships, joint ventures, franchisees, assigns, business partners, contractors, subcontractors and consultants, controlling, controlled by or under common control of City as they may change from time to time and (ii) Users, as they may change from time to time.

“Amendment” means any written document executed by both Parties that modifies the terms of this Master

Software as a Service Agreement, including referenced attachments.

“Authorized Persons” means the service provider’s employees, contractors, subcontractors or other agents who need to access the City’s personal data to enable the service provider to perform the services required.

“Change Order Request” means the written document provided by Client to Provider requesting changes to

Provider’s obligations under this Agreement.

“Change Order Response” means the written document provided to Client by Provider in response to Client’s Change Order Request.

“City” means any government or government agency that uses these terms and conditions. The term is a placeholder for the government or government agency.

“City Data” means all data created, received, or in any way originating with the City, and all data that is the output of computer processing of or other electronic manipulation of any data that was created by or in an way originated with the City, whether such data or output is stored on the City’s hardware, the service provider’s hardware or exists in any system owned, maintained or otherwise controlled by the City or by the service provider.

“City Identified Contact” means the person or persons designated in writing by the City to receive security incident or breach notification.

“Confidential Information” means all written or oral information, disclosed by either Party to the other, related to the operation of either Party or a third party that has been identified as confidential or that by the nature of the information or the circumstances surrounding disclosure ought reasonably to be treated as confidential.

“Data Breach” means the unauthorized access by a non-authorized person/s that results in the use, disclosure or theft of a City’s unencrypted personal data.

“FACTA” means the Fair and Accurate Credit Transaction

Act. “Illicit Code” has the meaning set forth in 0300IT

Paragraph 22.

“Personally Identifiable Health Information” means information that is a subset of health information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that

**CITY OF AUSTIN
PURCHASING OFFICE
SECTION 0400: SUPPLEMENTAL PURCHASE PROVISIONS
RFP 5900 ELF3001, CITYWIDE SOCIAL MEDIA ARCHIVING**

identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.¹

“Non-Public Data” means data, other than personal data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the City because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.

“Non-subscription Services” means the services provided to Client by Provider under this Agreement that are not included in the definition of Subscription Services, Non-subscription Services shall include, but not be limited to, consulting, implementation, customization and other services provided to Client by Provider under this Agreement, together with all documentation provided by or otherwise required of Provider for any of the consulting, implementation, customization or other services it provides.

“Personal Data” means data that includes information relating to a person that identifies the person by name and has any of the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport), financial account information, including account number, credit or debit card numbers, or protected health information (PHI) relating to a person.

“Provider Information” means all techniques, algorithms and methods or rights thereto owned by or licensed to Provider during the term of this Agreement and employed by Providers in connection with the Subscription Services and the Non-subscription Services Provided to Client.

“Provider Software” means software that was developed or licensed to Provider independent of this Agreement and which Provider utilizes to provide the Subscription Services or the Non-subscription Services.

“Security Incident” means the potentially unauthorized access by non-authorized persons to personal data or non-public data the service provider believes could reasonably result in the use, disclosure or theft of a City's unencrypted personal data or non-public data within the possession or control of the service provider. A security incident may or may not turn into a data breach.

“Service Level Agreement” (SLA) means a written agreement between both the City and the service provider that is subject to the terms and conditions in this document that unless otherwise agreed to includes (1) the technical service level performance promises, (i.e. metrics for performance and intervals for measure), (2) description of service quality, (3) identification of roles and responsibilities, (4) security responsibilities and notice requirements, (5) how disputes are discovered and addressed, and (6) any remedies for performance failures.

“Service Levels” means the performance specifications for work performed by Provider under a SaaS Subscription Schedule or Statement of Work.

“Software-as-a-Service” (SaaS) means the capability provided to the City to use the provider's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin- client interface such as a Web browser (e.g., Web-based email) or a program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.²

“SaaS Software Application” and **“SaaS Software”** mean the computer software listed on a SaaS Subscription Schedule to which Provider has granted Client access and use as part of the Subscription.

**CITY OF AUSTIN
PURCHASING OFFICE
SECTION 0400: SUPPLEMENTAL PURCHASE PROVISIONS
RFP 5900 ELF3001, CITYWIDE SOCIAL MEDIA ARCHIVING**

This includes any customization, other derivative works, upgrades, releases, fixes, patches, etc. related to the software that Provider develops or deploys during the term of this Agreement, together with all documentation provided by or otherwise required of Provider for any of the software, customization, other derivative works, upgrades, releases, fixes, patches, etc.

“SaaS Subscription Schedule” means the document, executed by both Parties that sets out the Parties’ rights and obligations with respect to Client’s access to and use of the SaaS Software Application.

“Statement/Scope of Work” means a written statement in a solicitation document or contract that describes the City’s service needs and expectations

“Subscription Services” means Client’s access to and use of and Provider’s provision of the SaaS Software Applications and other services listed on a SaaS Subscription Schedule and in accordance with the terms and conditions set forth in the SaaS Subscription Schedule.

“Third Party” means any natural person or legal entity other than Provider and Client.

“Transition Date” means the date upon which it is established to Client’s satisfaction that the SaaS Software Application is stable enough to support Client’s production processing.

“User” means Client’s employees, agents, consultants, outsourcing companies, contractors and others who are authorized by Client to access and use the SaaS Software Applications and any part or portion of the Subscription Services or non-Subscription Services in the performance of their duties for Client.

“User Information” means all information directly or indirectly obtained from Users accessing the SaaS Software Applications where such information is obtained by Provider or by any of its employees, representatives, agents or any Third Parties having contractual privity with Provider or who are under Provider’s supervision or control.

“Work Product” means, except for the Provider Information, all deliverable and other materials, products or modifications developed or prepared for Client by Provider under this Agreement, including without limitation, any integration software or other software, all data, program images and text viewable on the Internet, any HTML code relating thereto, or any program code, including program code created, developed or prepared by Provider under or in support of the performance of its obligations under this Agreement, including manuals, training materials and documentation, but excluding the Provider Software.

12. SOFTWARE TERMS:

- A. In the event of termination of the contract, the service provider shall implement an orderly return of City data in a CSV or another mutually agreeable format at a time agreed to by the parties and the subsequent secure disposal of City data.
- B. During any period of service suspension, the service provider shall not take any action to intentionally erase any City data.
- C. In the event of termination of any services or agreement in its entirety, the service provider shall not take any action to intentionally erase any City data for a period of:

**CITY OF AUSTIN
PURCHASING OFFICE
SECTION 0400: SUPPLEMENTAL PURCHASE PROVISIONS
RFP 5900 ELF3001, CITYWIDE SOCIAL MEDIA ARCHIVING**

10 days after the effective date of termination, if the termination is in accordance with the contract period

30 days after the effective date of termination, if the termination is for convenience

60 days after the effective date of termination, if the termination is for cause. After such period, the service provider shall have no obligation to maintain or provide any City data and shall thereafter, unless legally prohibited, delete all City data in its systems or otherwise in its possession or under its control.

- D. The City shall be entitled to any post-termination assistance generally made available with respect to the services unless a unique data retrieval arrangement has been established as part of the SLA.

The service provider shall securely dispose of all requested data in all of its forms, such as disk, CD/DVD, backup tape and paper, when requested by the City. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the City.

- E. Data Location: The service provider shall provide its services to the City and its end users solely from data centers in the U.S. Storage of City data at rest shall be located solely in data centers in the U.S. The service provider shall not allow its personnel or contractors to store City data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The service provider shall permit its personnel and contractors to access City data remotely only as required to provide technical support. The service provider may provide technical user support only on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited in this contract.

- F. Import and Export of Data: The City shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the service provider. This includes the ability for the City to import or export data to/from other service providers.

- G. Data Ownership: The City will own all right, title and interest in its data that is related to the services provided by this contract. The service provider shall not access City user accounts or City data, except

(1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this contract, or (4) at the City's written request.

- H. Data Protection: Protection of personal privacy and data shall be an integral part of the business activities of the service provider to ensure there is no inappropriate or unauthorized use of City information at any time. To this end, the service provider shall safeguard the confidentiality, integrity and availability of City information and comply with the following conditions:

1. The service provider shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of personal data and non-public data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the service provider applies to its own personal data and non-public data of similar kind.
2. All data obtained by the service provider in the performance of this contract shall become and remain property of the City.
3. All personal data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the service provider is responsible for encryption of the personal data. Any stipulation of responsibilities will identify specific roles and responsibilities and shall be included in

**CITY OF AUSTIN
PURCHASING OFFICE
SECTION 0400: SUPPLEMENTAL PURCHASE PROVISIONS
RFP 5900 ELF3001, CITYWIDE SOCIAL MEDIA ARCHIVING**

the service level agreement (SLA), or otherwise made a part of this contract.

4. Unless otherwise stipulated, the service provider shall encrypt all non-public data at rest and in transit. The City shall identify data it deems as non-public data to the service provider. The level of protection and encryption for all non-public data shall be identified and made a part of this contract.
 5. At no time shall any data or processes – that either belong to or are intended for the use of a City or its officers, agents or employees – be copied, disclosed or retained by the service provider or any party related to the service provider for subsequent use in any transaction that does not include the City.
 6. The service provider shall not use any information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service.
- I. Compliance with Accessibility Standards: The service provider shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973.
 - J. Security: The service provider shall disclose its non-proprietary security processes and technical limitations to the City such that adequate protection and flexibility can be attained between the City and the service provider. For example: virus checking and port sniffing – the City and the service provider shall understand each other's roles and responsibilities.
 - K. Security in Compliance with Chapter 521 of the Texas Business and Commerce Code: Service provider shall comply with all requirements under Chapter 521 of the Texas Business and Commerce Code, including but not limited to being responsible for a program that protects against the unlawful use or disclosure of personal information collected or maintained in the regular course of business. The program shall include policies and procedures for the implementation of administrative, technical, and physical safeguards, and shall also address appropriate corrective action for events of any security breach and proper methods of destroying records containing sensitive personal information.
 - L. Security Incident or Data Breach Notification: The service provider shall inform the City of any security incident or data breach.
 - M. Incident Response: The service provider may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the contract. Discussing security incidents with the City should be handled on an urgent as-needed basis, as part of service provider communication and mitigation processes as mutually agreed upon, defined by law or contained in the contract.
 - N. Security Incident Reporting Requirements: The service provider shall report a security incident to the appropriate City identified contact immediately as defined in the SLA.
 - O. Breach Reporting Requirements: If the service provider has actual knowledge of a confirmed data breach that affects the security of any City content that is subject to applicable data breach notification law, the service provider shall (1) promptly notify the appropriate City identified contact within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.
 - P. Breach Responsibilities: This section only applies when a data breach occurs with respect to personal data withing the possession of control of service provider.

**CITY OF AUSTIN
PURCHASING OFFICE
SECTION 0400: SUPPLEMENTAL PURCHASE PROVISIONS
RFP 5900 ELF3001, CITYWIDE SOCIAL MEDIA ARCHIVING**

- Q. The service provider, unless stipulated otherwise, shall immediately notify the appropriate City identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.
- R. The service provider, unless stipulated otherwise, shall promptly notify the appropriate City identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a data breach. The service provider shall:
- (1) cooperate with the City as reasonably requested by the City to investigate and resolve the data breach,
 - (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive action taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
- S. Unless otherwise stipulated, if a data breach is direct result of the service provider's breach of its contract obligation to encrypt personal data or otherwise prevent its release, the service provider shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by state law; (3) a credit monitoring service required by state (or federal) law; (4) establishing a website or a toll-free number and call center for affected individuals required by state law – all not to exceed the average per record per person cost calculated for data breaches in the United States (currently \$201 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach; and (5) complete all corrective actions as reasonably determined by service provider based on root cause; all [(1) through (5)] subject to this contract's limitation of liability.
- T. **Responsibilities and Uptime Guarantee:** The service provider shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing, and maintaining the environments are the responsibilities of the service provider. The system shall be available 24/7/365 (with agreed-upon maintenance downtime), and provide service to customers as defined in the SLA.
- U. **Web Services:** The service provider shall use Web services exclusively to interface with the City's data in near real time when possible.
- V. **Encryption of Data at Rest:** The service provider shall ensure hard drive encryption consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all personal data, unless the City approves the storage of personal data on a service provider portable device in order to accomplish work as defined in the statement of work.

Section 0500: Scope of Work

SOLICITATION NO. RFP 5900 ELF3001

Description: Citywide Social Media Archiving

1.0 Introduction

About the City of Austin

The City of Austin, Texas, population 840,000, is the 13th largest city in the country. This vibrant and dynamic city tops numerous “Best” lists for business, entertainment, cost of living and quality of life. Austin was selected as the “Best City for the Next Decade” (Kiplinger), the “Top Creative Center” in the US (Entrepreneur.com), and is in the Top Seven List of Intelligent Communities for 2012 as ranked by the Intelligent Community Forum. Austin continues to lead the country with its vision of being the “Most Livable City in the Country”, emerging as a player on the international scene with such events as SXSW, Formula 1 and being home to companies such as Apple, Samsung, Dell, The Seton Healthcare Family and St. David's HealthCare systems. From the home of state government and the City of Texas, to the “Live Music Capital of the World” and its growth as a film center, Austin has gained worldwide attention as a hub for education, business, health, and sustainability. Since 1900, Austin's population has doubled every 20 years, with continued projected record-breaking growth into the next decade and beyond.

2.0 Purpose

The purpose of this contract is to secure a comprehensive citywide social media archiving service to ensure the City of Austin is compliant with records retention requirements laid out by the State of Texas Open Records Act. The City's use of social media continues to evolve, so the archiving of its records on these platforms needs to keep pace with the ever-changing landscape of social, digital interactions.

3.0 Background

The City's use of social media has evolved beyond the original scope laid out in its current contract for records archiving, in part because the social media platforms themselves have changed. In the past five years, the City has both expanded the kinds of content and uses for social media as well as the number of accounts and platforms used to amplify and promote City functions to the public.

The City also has been approached by and been made aware of other vendors in the social media archiving space, and intends to fully vet these Contractors through the specific needs outlined in our Scope of Work.

Social media platforms present a wide variety of archiving complications, from documenting private messages exchanged with the City (as on Facebook and Twitter) to finding creative solutions to capture edits to a post; comments left or addressed to City accounts; posts that are designed to disappear (Instagram stories); and platforms that are not currently adapted to records retention (Nextdoor, for example).

Additionally, because the content generated on social media constitutes an official record of the City of Austin, the Contractor needs to be able to make the social media records searchable and publicly available. And because citizens use social media platforms to contact the City, the Contractor needs to provide a way to flag and send notifications based on key words and questions, to ensure a timely response from the City.

4.0 **Tasks/Requirements**

A. **Contractor's Responsibilities**

Contractor shall perform the following functions in accordance with this contract:

1. Archive **all content** for the following social media platforms in **real or near-real time**:

- Twitter
- Facebook
- Instagram
- YouTube
- Flickr
- Pinterest
- LinkedIn
- Tumblr
- Vimeo
- Periscope

a. **All content** referenced above includes, but is not limited to:

- Photos/Images
- Comments (ours and others')
- Reactions (ours and others')
- Responses (ours and others')
- Direct Messages (ours and others')
- Live broadcasts
- Disappearing content (like Instagram stories)
- Metadata

b. **Real or near-real time** referenced above involves using the platforms application program interface (API) or other suitable Web Service to capture indexed, searchable content immediately or within an hour of posting.

1. This archiving should be set up within 30 days of contract execution.

2. **Risk Management:**

- a. Contractor has the ability to send automated alerts to administrators of relevant accounts, notifying them of questions posted to accounts, as well as use of any flagged words, phrases, or sentiments identified by the administrators.
- b. Provide and implement risk mitigation measures, contingency plans and disaster recovery plans as high-priority risks are identified and monitored.
- c. This functionality should be set up within 30 days of contract execution.

3. **Records:** The Contractor's platform allows administrators on the archiving account to search, retrieve, and export any and all records the Contractor retains on behalf of the City.
 - a. This functionality should be set up within 30 days of contract execution.
4. **Edits:** The Contractor's platform should automatically capture a record of any edits made by administrators to posts or interactions on archived accounts.
 - a. This functionality should be set up within 30 days of contract execution.
5. **Adaptation:** The Contractor is expected to maintain and update the platform based on changes to social platforms, application program interfaces, and relevant needs expressed by the City and other clients.
6. **Design:** The Contractor's platform should have a functional administrative interface that allows for easy access to and management of the City's archived records.
 - a. This should be set up within 30 days of contract execution.
7. **Customer Service:** The Contractor shall provide same-day customer service and troubleshooting during normal work days and hours (8 a.m. to 5 p.m. in the Contractor's home Time Zone). Otherwise, the Contractor commits to responding to any request for assistance within 24 hours.
 - a. This should continue through the duration of the contract.
8. **Administration:** The Contractor's platform supports multiple accounts across each social media platform and 20 administrators to manage department accounts within the archiving service.
 - a. This should be set up within 30 days of contract execution.
9. **Public portal:** Records are available to the public through a searchable database.
 - a. The database should be able to be embedded via an iFrame.
 - b. The Contractor's platform should differentiate between live content and content that is staged/unlisted (i.e. unlisted YouTube videos) for the purposes of archiving and public search.
 - c. If a searchable public portal isn't available, the Contractor must provide a well-documented application program interface or other means to develop a searchable and publicly-accessible archive.
 - d. This should be set up within 30 days of contract execution.
10. **Training:** Provide a formal Project Team Training Plan to document City Project Team training requirements.

- a. This should be set up within 30 days of contract execution
- 11. The System provides a mechanism for user to self-initiate a password reset.
- 12. The System provides a mechanism for administering role-based permissions and row level user access controls.
- 13. The System provides a mechanism allowing authorized users to administer user accounts and limit accessibility level of user roles accounts their purview.
- 14. The System provides a mechanism for sending email notifications, without user intervention, based on preset criteria.
- 15. Solution provides a process for secure disposal of data when requested by COA.
- 16. The System provides application features/accessibility solely via a cloud-based environment.
- 17. The System is browser agnostic, guaranteeing performance across various web browser platforms including: Edge Browser, Firefox, Chrome and Safari.
- 18. The System is platform agnostic, guaranteeing performance across various device platforms including: Windows, iOS and Android.
- 19. The application provides Web-enabled components to meet the Rehabilitation Act of 1973 Section 503, W3C and industry standards for graphics and design; speed; reliability; and security for dynamic content and user interaction.
- 20. The application provides the capability to generate reports and define views easily without the assistance of the IT department
- 21. The application provides the capability to generate reports and define views easily without the assistance of the IT department
- 22. The solution provides a complete copy of hosted data using comma separated view (CSV) format or other agreed to and usable formats in the event of contract termination with 30 days of the request.
- 23. The solution supports future releases of the application without rendering the archived data unusable or provides an upgrade script to convert archived data to supported format.
- 24. The solution provides online access to the current year plus unlimited previous years of all types of data retained in the system, and provides archive capabilities

thereafter for inactive historical records. The solution provides a method to retrieve archived records back into active state.

25. The application provides standardized data extraction functions or Application Program Interface (API) to allow import and export of data to/from other systems.
26. The system meets Web Accessibility standards including, but not limited to, ability to support ADA and compliant with Section 508 of the Federal Rehabilitation Act (see <http://www.access-board.gov/sec508/summary.htm>). Web based applications must be ADA compliant following the specifications of 508c of the Americans With Disabilities Act. If compliance is not possible, reasonable alternatives may be considered.
27. The system prevents the loss or unauthorized deletion of records before the expiration of their retention period as authorized by an approved records control schedule or with the written permission of the Texas State Library and Archives Commission. Texas Local Government Records Act §202.001(a).
28. The system prevents the unauthorized alteration of records before the expiration of their retention period. The system provides logs or audit trails that document edits and views of records. This is a requirement for information
29. The system provides systematic deletion of records upon expiration of their retention period as authorized by an approved records control schedule or with the written permission of the Texas State Library and Archives Commission. Texas Local Government Records Act §202.001(a) and §201.003(16), Austin City Code §2-11-11. Sufficient metadata must be present to identify records eligible for disposition based on defined triggering events and dates.
30. The system ensures records are retrievable and available until the expiration of their approved retention period. Texas Local Government Records Act §205.008(b). Records stored on contractor, outsourced, cloud, or hosted platforms remain the property and responsibility of the City. When contacted by an authorized City employee or when the contract ends or is terminated, contractors must deliver records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost. Austin City Code §2-11-15.
31. Until expiration of retention period, hardware and software must be available to access records and sufficient metadata must be present to facilitate timely retrieval of records. Contracts with hosted solution providers must specify the contractor's duties with respect to management of records as required by Austin City Code §2-11-15. The system ensures retention of specific records – even if their retention period has expired – if they are the subject of known or reasonably anticipated litigation, public information request, audit or other legal action. Texas Local

Government Records Act §202.002, Austin City Code § 2-11-11. The system maintains a log of litigation and other holds allowing release of holds after resolution of litigation, audit, or public information requests.

32. The system creates records/logs of destruction activity. Texas Local Government Records Act §203.046, Austin City Code §2-11-11. Destruction logs must: (a) show a minimal set of metadata sufficient to uniquely identify the records purged; (b) show who approved and who executed the destruction, and the dates on which these events took place; (c) reflect compliance with an approved, written standard operating procedure; and (d) be retained permanently
33. Solution securely transmits data over public networks.
34. Provide a Project Manager (PM) to represent the Vendor in the management of the Project, interfacing with the City Project Manager (PM) in any decisions relating to the Project.
35. Validate the system for compliance with the Security Requirements
36. Correct defects found as a result of testing efforts and record all defect in a Defects Log.

B. Contractors Responsibilities

Preferred but not required functions would include the following:

1. Archiving all content (including, but not limited to, comments, reactions, responses, and messages) for the following social media platforms:
 - Reddit
 - Nextdoor
 - Slack
 - Google Plus
 - Google Photos
 - MailChimp
 - Survey Monkey
 - PublicInput.com
 - Engagement HQ (bangthetable.com)
 - Yelp
 - Issuu
 - Wordpress
 - Blogspot
 - Meetup
 - PublicArtArchive
 - WorldCat

- Wakelet
 - Picasaweb
 - Soundcloud
 - Eventbrite
2. **Public Information Requests:** The Contractor's platform has a seamless interaction with GovQA FOIA for the collection and transfer of data relevant to FOIA requests.
 3. **Disposition schedule:** The Contractor's platform should allow the City to enter disposition schedules for posts and automatically dispose of records in accordance with those schedules.

Successful implementation of the contract will be determined by the timely and effective archiving of required records, system reliability, and evaluation of the Contractor's adherence to agreed-upon customer service requirements.

**CITY OF AUSTIN
PURCHASING OFFICE
SECTION 0600: PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: RFP 5900 ELF3000**

1. PROPOSAL FORMAT

Submit one original paper copy and one electronic copy (on a USB Flash Drive) of your proposal. The original paper copy proposal shall contain ink signatures and shall be typed on standard 8 ½" X 11" paper, double-sided, and have consecutively numbered pages, bound or in a three-ring binder.

The response itself shall be organized in the following format and informational sequence. Use tabs to divide each part of the response and include a Table of Contents:

Section 1

TAB 1 – Complete and submit the following documentation:

1. Signed Offer Sheet
2. Signed Addendums (all addendums issued against this solicitation)
3. Section 0605 Local Business Presence Identification Form
4. Section 0700 Reference Sheet
5. Section 0800 Non-Discrimination and Non-Retaliation Certification
6. Section 0835 Non-Resident Bidder Provisions Form
7. Section 0840 Service – Disabled Veteran Business Enterprise Preference
8. Section 0900 Subcontracting / Sub-Consulting Utilization Form
9. Section 0905 Subcontracting / Sub-Consulting Utilization Plan (if applicable)

Section 2

TAB 2 – Complete and submit the following documentation:

1. **Cover Letter:** On agency/organization letterhead, include contact person(s), mailing address, e-mail address, telephone number and fax number for individual authorized to answer technical, price and/or contract questions.
2. **Business Organization:** Response should include the following:
 - 2.1 Legal firm name, headquarters address, local office addresses if any, and state of incorporation.
 - 2.2 Listing of principal officers of the company including name, title, and tenure.
 - 2.3 Is your firm legally authorized, pursuant to the requirements of the Texas Statutes, to do business in the State of Texas?
3. **Executive Summary:** The Proposer shall provide an Executive Summary of three (3) pages or less, which gives brief, concise terms, and summation of proposal.
4. **Corporate Experience:** Describe only relevant experience. Do not include experience prior to 2009.
 - 4.1 Provide project title, year, description, size, include project details, staffing
 - 4.2 Provide evidence of experience with projects of similar size, scope and complexity.
 - 4.3 Describe any special knowledge relevant to this solicitation.

**CITY OF AUSTIN
PURCHASING OFFICE
SECTION 0600: PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: RFP 5900 ELF3000**

Section 3

TAB 3 – Complete and submit the following documents:

1. **Exception Form (Section 0615):** Proposer shall clearly indicate each exception taken, provide alternate language and justify the alternative language, using the Exception Form. Failure to submit any and all exceptions using the Exception Form may result in the City deeming the offer non-responsive. The City reserves the right to reject a response or proposal containing exceptions, additions, qualifications or conditions not called for in the Solicitation.

The terms and conditions stated in this RFP shall constitute the terms and conditions of the final contract with the successful Proposer after award. The proposer must also certify in their proposal, that its authorized agents have reviewed all terms and conditions of the RFP, and, except for any exceptions, have authority to bind Proposer to comply with all of the City of Austin's terms and conditions. Additionally, all exceptions or supplemental terms and conditions proposed by a Proposer in response to any portion of this RFP but not submitted at the time required for submitting of the Initial Proposal (i.e., the specified RFP closing date and time listed on the cover sheet of the Solicitation) may be rejected at the sole discretion of the City.

Section 4

TAB 4 – Complete and submit the following documents:

Requirements for Social Media Archiving (Appendix A)

1. Using Appendix A, provide responses to each requirement.
 - 1.1 In column C, answer Yes or No (Yes = Meets requirements, No = Does not meet requirements).
 - 1.2 In column D, you can submit additional comments. Responses in this column are not required.

Section 5

TAB 5 – Complete and submit the following documents:

Price Proposal Form. Submit the completed price proposal spreadsheet. Provide all pricing associated with this project.

Section 6

EVALUATION FACTORS AND AWARD

- A. **Competitive Selection:** This procurement will comply with applicable City Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph B below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the Best Offeror. Award of a Contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.
- B. **Evaluation Factors:** All Proposals will be evaluated based on the following criteria and rankings. Maximum 100 points.

**CITY OF AUSTIN
PURCHASING OFFICE
SECTION 0600: PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: RFP 5900 ELF3000**

Evaluation Factor No.	Evaluation Factor Title	Maximum Point Value
1	Price Proposal	20
2	Requirements for Social Media Archiving	15
3	Demonstrated Applicable Experience	10
4	Smart Alert Functionality	10
5	Local Business Presence	10
6	Records Retention and Disposition Automation & Reporting	8
7	Social Media Platforms and Content Archiving	6
8	Near Real Time Archiving	6
9	Backend Functionality and Usability	6
10	Customer Service	6
11	Disabled Service Veterans	3
MAXIMUM POINT TOTAL		100

1. Price Proposal (Maximum 20 points) – Reference Appendix B, Price Proposal Form
2. Requirements for Social Media Archiving (Maximum 15 points) – Reference Appendix A, Requirements for Social Media Archiving
3. Demonstrated Applicable Experience (Maximum 10 points) – Reference Section 0600, Section 2
4. Smart Alert Functionality (Maximum 10 points) – Reference Section 0500, Scope of Work
5. Local Business Presence (Maximum 10 points) – Reference Section 0605, Local Business Presence Identification
6. Records Retention and Disposition Automation & Reporting (Maximum 8 points) – Reference Section 0500, Scope of Work
7. Social Media Platforms and Content Archiving (Maximum 6 points) – Reference Section 0500, Scope of Work
8. Near Real Time Archiving (Maximum 6 points) – Reference Section 0500, Scope of Work
9. Backend Functionality and Usability (Maximum 6 points) – Reference Section 0500, Scope of Work
10. Customer Services (Maximum 6 points) – Reference Section 0500, Scope of Work

Team's Local Business Presence	Points Awarded
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local business presence of 1% to 24%	2
No local presence	0

5. Disabled Service Veterans (Maximum 3 points) – Reference Section 0840, Service-Disabled Veteran Business Enterprise Preference

**CITY OF AUSTIN
PURCHASING OFFICE
SECTION 0600: PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: RFP 5900 ELF3000**

C. Presentations, Demonstration, Interview - Optional

Presentations, Demonstrations or Interviews may be conducted at the discretion of the City. The City will score proposals based on the criteria listed above. The City may select a “short list” of Proposers based on those scores. Short listed Proposers may be invited for presentations, demonstrations or interviews with the City. The City reserves the right to negotiate the actual contract scope of work after submission and to rescore based on presentations, demonstrations or interviews.

Note: Using the evaluation criteria listed above, the Evaluation Committee will select the RFP submission that appears most favorable to the City.

Section 7

Proposal Acceptance Period: All proposals are valid for a period of one hundred and eighty (180) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal

Proprietary Information: All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

Proposal Preparation Costs: All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Proposer.

Compliance: The Proposer agrees to compliance with terms of this Request for Proposal (RFP) and with all applicable rules and regulations of Federal, State, and Local governing entities.

Service-Disabled Veteran Business Enterprise (“SDVBE”): Pursuant to the interim Service-Disabled Veteran Business Enterprise (SDVBE) Program, Offerors submitting proposals in response to a Request for Proposal shall receive a three point (3 percent) preference if the Offeror, at the same time the proposal is submitted, is certified by the State of Texas, Comptroller of Public Accounts as a Historically Underutilized Business and is a Service-Disabled Veteran Business Enterprise. This preference does not apply to subcontractors. To receive this preference, Offerors shall complete the enclosed Section 0840 Service-Disabled Veterans Business Enterprise Preference Form, in accordance with the Additional Solicitation Instructions included therein.

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

**CITY OF AUSTIN
PURCHASING OFFICE
SECTION 0615: EXCEPTION FORM
RFP 5900 ELF3001, CITYWIDE SOCIAL MEDIA ARCHIVING**

The City will presume that the Offeror is in agreement with all sections of the solicitation unless the Offeror takes specific exception as indicated below. Complete the exception information indicating each exception taken, provide alternative language, and justify the alternative language. Copies of this form may be utilized if additional pages are needed.

Proposers who comply with or who are most responsive to accepting the City's Standard Purchasing Terms and Conditions and Commercial and Legal Contract Requirements will receive consideration for evaluations from the City's evaluation team in determining points awarded for meeting criteria outlined in Section 0600 Proposal Preparation Instructions Evaluation Factors. Failure to agree to the standard contract terms may result in the City choosing to move forward with an award of a contract to the next best Offeror.

The City, at its sole discretion, may negotiate exceptions that do not result in material deviations from the sections contained in the solicitation documents. Material deviations as determined by the City may result in the City deeming the Offer non-responsive. The Offeror that is awarded the contract shall be required to sign the contract with the provisions accepted or negotiated.

Indicate:

- ☐ **0300 Standard Purchase Terms & Conditions**
- ☐ **0400 Supplemental Purchase Provisions**
- ☐ **0500 Scope of Work**

Page Number	Section Number	Section Description
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Alternate Language:

Justification:

Section 0700: Reference Sheet

Responding Company Name _____

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

1. Company's Name _____
Name and Title of Contact _____
Project Name _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____)_____ Fax Number (____)_____
Email Address _____

2. Company's Name _____
Name and Title of Contact _____
Project Name _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____)_____ Fax Number (____)_____
Email Address _____

3. Company's Name _____
Name and Title of Contact _____
Project Name _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____)_____ Fax Number (____)_____
Email Address _____

City of Austin, Texas
Section 0800
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does

not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this _____ day of _____, _____

CONTRACTOR	_____
Authorized Signature	_____
Title	_____

Section 0835: Non-Resident Bidder Provisions

Company Name _____

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: _____

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
- (2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: _____ Which State: _____

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: _____

Section 0840, Service-Disabled Veteran Business Enterprise Preference

Offeror Name
[OFFEROR NAME]

Additional Solicitation Instructions.

- ☐ By checking this box, Offeror states they are NOT a certified Service-Disabled Veteran Business Enterprise seeking to claim preference points under the City of Austin's SDVBE Program.
- Offerors seeking to claim the Service-Disabled Veteran Business Enterprise (SDVBE) preference shall be certified **under one of the two following scenarios**. Offerors shall check one of the following boxes, input the data in the applicable table below and include this completed form in their Proposal.
 - ☐ **HUB/SV**. Offeror is certified as a Service-Disabled Veteran (SV) Historically Underutilized Business (HUB) by the Texas State Comptroller of Public Accounts.

Texas State HUB/SV Certification	
13-Digit Vendor ID (VID)	
HUB/SV Issue Date	
HUB/SV Expiration Date	

- ☐ **HUB/OTHER + Federal SDVOSB**. Offeror is certified by the Texas State Comptroller of Public Accounts as a Historically Underutilized Business in a HUB Eligibility Category other than Service-Disabled Veteran (SV) AND is verified by the US Veterans Administration as a Service-Disabled Veteran-Owned Small Business (SDVOSB). **Texas HUB Eligibility Categories:** HUB/BL (Black), HUB/AS (Asian), HUB/HI (Hispanic), HUB/AI (Native American), or HUB/WO (Women Owned).

Texas State HUB/OTHER Certification	
13-Digit Vendor ID (VID)	
HUB Eligibility Category	
HUB Issue Date	
HUB Expiration Date	

Federal SDVOSB Verification	
9-Digit DUNS	
SDVOSB Issue Date	
SDVOSB Expiration Date	

- Offeror Identity**. The Offeror submitting the Proposal shall be the same entity that is certified by the Texas State Comptroller of Public Accounts, AND if applicable as verified by the US Veterans Administration.
- Certification Status**. Offeror's certification(s) must be active on or before the Solicitation's due date for Proposals and shall not expire prior to the award and execution of any resulting contract.
- Confirmation of Certification(s)**. Upon receipt of this completed form, the City will confirm the Offeror's certification(s): State: <https://mycpa.cpa.state.tx.us/tpasscmblsearch>. Federal: <https://www.vip.vetbiz.gov/> The City will direct any questions concerning an Offeror's State or Federal certification status to the Offeror's contact person as designated on the Offer Form of their Proposal.
- Misrepresentation**. If the City determines that the Offeror requesting this preference is not certified by the State or Federal government if applicable, the Offeror will not receive the preference points. If the City determines that this misrepresentation was intentional, the City may also find the Offeror not responsible and may report the Offeror to the Texas State Comptroller of Public Accounts or if applicable to the US Veterans Administration. If the misrepresentation is discovered after contract award, the City reserves the right to void the contract.

Section 0900: SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form**

SOLICITATION NUMBER: RFP 5900 ELF3001
SOLICITATION TITLE: Citywide Social Media Archiving

In accordance with the City of Austin's Minority and Women-Owned Business Enterprises (M/WBE) Procurement Program (Program), Chapters 2-9A/B/C/D of the City Code and M/WBE Program Rules, this Solicitation was reviewed by the Small and Minority Business Resources Department (SMBR) to determine if M/WBE Subcontractor/Sub-Consultant ("Subcontractor") Goals could be applied. Due to insufficient subcontracting/subconsultant opportunities and/or insufficient availability of M/WBE certified firms, SMBR has assigned no subcontracting goals for this Solicitation. However, Offerors who choose to use Subcontractors must comply with the City's M/WBE Procurement Program as described below. Additionally, if the Contractor seeks to add Subcontractors after the Contract is awarded, the Program requirements shall apply to any Contract(s) resulting from this Solicitation.

Instructions:

- a.) Offerors who do not intend to use Subcontractors shall check the "NO" box and follow the corresponding instructions.
b.) Offerors who intend to use Subcontractors shall check the applicable "YES" box and follow the instructions. **Offers that do not include the following required documents shall be deemed non-compliant or nonresponsive as applicable, and the Offeror's submission may not be considered for award.**

☐ **NO, I DO NOT intend to use Subcontractors/Sub-consultants.**

Instructions: Offerors that do not intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form) and include it with their sealed Offer.

☐ **YES, I DO intend to use Subcontractors /Sub-consultants.**

Instructions: Offerors that do intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form), and follow the additional Instructions in the (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan). Contact SMBR if there are any questions about submitting these forms.

Offeror Information			
Company Name			
City Vendor ID Code			
Physical Address			
City, State Zip			
Phone Number		Email Address	
If the Offeror City of Austin M/WBE certified?	<input type="checkbox"/> NO <input type="checkbox"/> YES Indicate one: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture		

Offeror Certification: I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City's M/WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed **Subcontracting/Sub-Consulting Utilization Form**, and if applicable my completed **Subcontracting/Sub-Consulting Utilization Plan**, shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/WBE Procurement Program and submit the **Request For Change** form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form.

Name and Title of Authorized Representative (Print or Type)

Signature/Date

Section 0905: SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan**

SOLICITATION NUMBER: RFP 5900 ELF3001
SOLICITATION TITLE: Citywide Social Media Archiving

INSTRUCTIONS: Offerors who DO intend to use Subcontractors may utilize M/WBE Subcontractor(s) or perform Good Faith efforts when retaining Non-certified Subcontractor(s). Offerors must determine which type of Subcontractor(s) they are anticipating to use (CERTIFIED OR NON-CERTIFIED), check the box of their applicable decision, and comply with the additional instructions associated with that particular selection.

- ☐ I intend to use City of Austin CERTIFIED M/WBE Subcontractor/Sub-consultant(s).

Instructions: Offerors may use Subcontractor(s) that ARE City of Austin certified M/WBE firms. Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to confirm if the Offeror's intended Subcontractor(s) are City of Austin certified M/WBE and if these firm(s) are certified to provide the goods and services the Offeror intends to subcontract. If the Offeror's Subcontractor(s) are current valid certified City of Austin M/WBE firms, the Offeror shall insert the name(s) of their Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)

- ☐ I intend to use NON-CERTIFIED Subcontractor/Sub-Consultant(s) after performing Good Faith Efforts.

Instructions: Offerors may use Subcontractors that ARE NOT City of Austin certified M/WBE firms ONLY after Offerors have first demonstrated Good Faith Efforts to provide subcontracting opportunities to City of Austin M/WBE firms.

STEP ONE: Contact SMBR for an availability list for the scope(s) of work you wish to subcontract;

STEP TWO: Perform Good Faith Efforts (Check List provided below);

STEP THREE: Offerors shall insert the name(s) of their certified or non-certified Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)
- All required documentation demonstrating the Offeror's performance of Good Faith Efforts (see Check List below)

GOOD FAITH EFFORTS CHECK LIST –

When using NON-CERTIFIED Subcontractor/Sub-consultants(s), **ALL of the following CHECK BOXES MUST be completed in order to meet and comply with the Good Faith Effort requirements and all documentation must be included in your sealed Offer. Documentation CANNOT be added or changed after submission of the bid.**

- ☐ **Contact SMBR.** Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to obtain a list of City of Austin certified M/WBE firms that are certified to provide the goods and services the Offeror intends to subcontract out. (Availability List). Offerors shall document their contact(s) with SMBR in the "SMBR Contact Information" table on the following page.
- ☐ **Contact M/WBE firms.** Offerors shall contact all of the M/WBE firms on the Availability List with a Significant Local Business Presence which is the **Austin Metropolitan Statistical Area**, to provide information on the proposed goods and services proposed to be subcontracted and give the Subcontractor the opportunity to respond on their interest to bid on the proposed scope of work. When making the contacts, Offerors shall use at least two (2) of the following communication methods: email, fax, US mail or phone. Offerors shall give the contacted M/WBE firms at least seven days to respond with their interest. Offerors shall document all evidence of their contact(s) including: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan**

SOLICITATION NUMBER: RFP 5900 ELF3001
SOLICITATION TITLE: Citywide Social Media Archiving

- ☐ **Follow up with responding M/WBE firms.** Offeror shall follow up with all M/WBE firms that respond to the Offeror's request. Offerors shall provide written evidence of their contact(s): emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.

- ☐ **Advertise.** Offerors shall place an advertisement of the subcontracting opportunity in a local publication (i.e. newspaper, minority or women organizations, or electronic/social media). Offerors shall include a copy of their advertisement, including the name of the local publication and the date the advertisement was published.

- ☐ **Use a Community Organization.** Offerors shall solicit the services of a community organization(s); minority persons/women contractors'/trade group(s); local, state, and federal minority persons/women business assistance office(s); and other organizations to help solicit M/WBE firms. Offerors shall provide written evidence of their Proof of contact(s) include: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, organization contacted, phone number, email address and contact person.

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan**

SOLICITATION NUMBER: RFP 5900 ELF3001
SOLICITATION TITLE: Citywide Social Media Archiving

(Offerors may duplicate this page to add additional Subcontractors as needed)

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Company Name	
Vendor ID Code	
Contact Person	Phone Number:
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	\$
List commodity codes & description of services	
Justification for not utilizing a certified MBE/WBE	

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Company Name	
Vendor ID Code	
Contact Person	Phone Number:
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	\$
List commodity codes & description of services	
Justification for not utilizing a certified MBE/WBE	

SMBR Contact Information			
SMBR Contact Name	Contact Date	Means of Contact	Reason for Contact
		<input type="checkbox"/> Phone OR <input type="checkbox"/> Email	

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the Offeror ☐ HAS or ☐ HAS NOT complied with these instructions and City Code Chapters 2-9A/B/C/D, as amended.

Reviewing Counselor Date

I have reviewed the completing the Subcontracting/Sub-Consultant Utilization Plan and ☐ Concur ☐ Do Not Concur with the Reviewing Counselor's recommendation.

Director/Assistant Director or Designee Date

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: ArchiveSocial, Inc.

Company Address: 212 W Main Street, Suite 500

City, State, Zip: Durham, NC 27701

Vendor Registration No. V00000914902

Printed Name of Officer or Authorized Representative: Alix Bowman

Title: Director of Customer Experience

Signature of Officer or Authorized Representative: 

Date: February 15, 2019

Email Address: alix.bowman@archivesocial.com

Phone Number: (919) 410-6973

*** Proposal response must be submitted with this signed Offer sheet to be considered for award**

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS.** The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM.** Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES:** The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED:** The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.
5. **TITLE & RISK OF LOSS:** Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES:** Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION:** The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK:** The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. WORKFORCE

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .
 - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
 - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

- 11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

12. INVOICES:

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

13. PAYMENT:

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
 - i. delivery of defective or non-conforming Deliverables by the Contractor;
 - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
 - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
 - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
 - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
 - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

- 14. TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

15. FINAL PAYMENT AND CLOSE-OUT:

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
 - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
 - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. SPECIAL TOOLS & TEST EQUIPMENT: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. AUDITS and RECORDS:

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. Records Retention:
 - i. Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.
 - ii. All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City
 - iii. The Contractor shall retain all Records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.
- C. The Contractor shall include sections A and B above in all subcontractor agreements entered into in connection with this Contract.

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

18. SUBCONTRACTORS:

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
 - i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
 - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
 - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
 - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. WARRANTY-PRICE:

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

20. **WARRANTY – TITLE:** The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.
21. **WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.
- A. Recycled Deliverables shall be clearly identified as such.
 - B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
 - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
 - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
 - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

30. DELAYS:

- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 48. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. INDEMNITY:

- A. Definitions:
 - i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
 - (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
 - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
 - ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.
- B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

32. INSURANCE: (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).

- A. General Requirements.
 - i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
 - ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY**: In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

39. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
41. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
43. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
45. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

48. DISPUTE RESOLUTION:

- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

49. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

50. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

51. **HOLIDAYS:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

54. **EQUAL OPPORTUNITY**

A. **Equal Employment Opportunity:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

B. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

55. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)**

A. Definitions. As used in this paragraph –

i. "Component" means an article, material, or supply incorporated directly into an end product.

ii. "Cost of components" means -

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

- iii. "Domestic end product" means-
 - (1) An unmanufactured end product mined or produced in the United States; or
 - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
- iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
- v. "Foreign end product" means an end product other than a domestic end product.
- vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
- B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

56. PROHIBITION OF BOYCOTT ISRAEL VERIFICATION

Pursuant to Texas Government Code §2270.002, the City is prohibited from contracting with any "company" for goods or services unless the following verification is included in this **Contract**.

- A. For the purposes of this Section only, the terms "company" and "boycott Israel" have the meaning assigned by Texas Government Code §2270.001.
- B. If the **Principal Artist** qualifies as a "company", then the **Principal Artist** verifies that he:
 - i. does not "boycott Israel"; and
 - ii. will not "boycott Israel" during the term of this **Contract**.
- C. The **Principal Artist's** obligations under this Section, if any exist, will automatically cease or be reduced to the extent that the requirements of Texas Government Code Chapter 2270 are subsequently repealed, reduced, or declared unenforceable or invalid in whole or in part by any court or tribunal of competent jurisdiction or by the Texas Attorney General, without any further impact on the validity or continuity of this Contract.

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	ArchiveSocial, Inc.	
Physical Address	212 W Main Street; Durham, NC; 27701	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	<input checked="" type="radio"/> No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	Yes	<input checked="" type="radio"/> No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	<input checked="" type="radio"/> No

SUBCONTRACTOR(S):

Name of Local Firm	Not Applicable	
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm	Not applicable	
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

Section 1.4 Reference Sheet

Responding Company Name ArchiveSocial, Inc.

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

- (Switched to GovQA/Pagefreezer and back to ArchiveSocial)
1. Company's Name City of Wentzville, MO
Name and Title of Contact Kara Roberson, Communications Manager
Project Name Social Media Archive for the City of Wentzville, MO
Present Address 1001 Schroeder Creek Blvd
City, State, Zip Code Wentzville, MO 63385
Telephone Number (636) 639-2004 Fax Number (636) 639-2017
Email Address kara.roberson@wentzvillemo.org

 2. Company's Name Morris County, NJ
Name and Title of Contact Jamie Klenetsky-Fay, Digital Media Manager
Project Name Social Media Archive for Morris County, NJ
Present Address 10 Court St
City, State, Zip Code Morristown, NJ 07963
Telephone Number (973) 631-5046 Fax Number () N/A
Email Address jklenetsky@co.morris.nj.us

 3. Company's Name Grant County, WA
Name and Title of Contact Joe Carter, Asst. Director Grant County Technology Services
Project Name Social Media Archive for Grant County WA
Present Address 3953 Airway Drive NE #2
City, State, Zip Code Moses Lake, WA 98837
Telephone Number (509) 766-3190 ext.3361 Fax Number (509) 754-6071
Email Address jcarter@co.grant.wa.us

Section 1.4 Reference SheetResponding Company Name ArchiveSocial, Inc.

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

1. Company's Name Town of Castle Rock (Recently purchased ArchiveSocial while still under contract with Smarsh)
- Name and Title of Contact Kristin Zagurski, Assistant to the Town Manager
- Project Name Social Media Archive for the Town of Castle Rock
- Present Address 100 N. Wilcox Street
- City, State, Zip Code Castle Rock, CO 80104
- Telephone Number (720) 733-3552 Fax Number () N/A
- Email Address kzagurski@crgov.com
-
2. Company's Name Executive Office of the President
- Name and Title of Contact Dave Mills, Branch Chief Records Manager
- Project Name Social Media Archive for the Executive Office of the President
- Present Address 1600 Pennsylvania Ave NW
- City, State, Zip Code Washington, DC 20500
- Telephone Number (202) 395-4554 Fax Number () N/A
- Email Address david_c_mills@oa.eop.gov
-
3. Company's Name The City of Chicago (Previously used Actiance)
- Name and Title of Contact Hui (Grace) Han, Technologist
- Project Name Social Media Archive for the City of Chicago
- Present Address 2452 W. Belmont
- City, State, Zip Code Chicago, IL 60634
- Telephone Number (312) 744-0381 Fax Number (312) 747-1497
- Email Address hhan@cityofchicago.org

**City of Austin, Texas
Section 0800
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION**

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

**City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy**

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does

not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

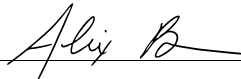
Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 15 day of February, 2019

CONTRACTOR	<u>Alix Bowman</u>
Authorized Signature	<u></u>
Title	<u>Director of Customer Experience</u>

Section 0835: Non-Resident Bidder Provisions

Company Name ArchiveSocial, Inc.

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: non-resident Bidder

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: No Which State: North Carolina

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: N/A

Section 0840, Service-Disabled Veteran Business Enterprise Preference

Offeror Name
ArchiveSocial, Inc.

Additional Solicitation Instructions.

- ☒ By checking this box, Offeror states they are NOT a certified Service-Disabled Veteran Business Enterprise seeking to claim preference points under the City of Austin's SDVBE Program.
- Offerors seeking to claim the Service-Disabled Veteran Business Enterprise (SDVBE) preference shall be certified **under one of the two following scenarios**. Offerors shall check one of the following boxes, input the data in the applicable table below and include this completed form in their Proposal.
 - ☐ **HUB/SV**. Offeror is certified as a Service-Disabled Veteran (SV) Historically Underutilized Business (HUB) by the Texas State Comptroller of Public Accounts.

Texas State HUB/SV Certification	
13-Digit Vendor ID (VID)	
HUB/SV Issue Date	
HUB/SV Expiration Date	

- ☐ **HUB/OTHER + Federal SDVOSB**. Offeror is certified by the Texas State Comptroller of Public Accounts as a Historically Underutilized Business in a HUB Eligibility Category other than Service-Disabled Veteran (SV) AND is verified by the US Veterans Administration as a Service-Disabled Veteran-Owned Small Business (SDVOSB). **Texas HUB Eligibility Categories:** HUB/BL (Black), HUB/AS (Asian), HUB/HI (Hispanic), HUB/AI (Native American), or HUB/WO (Women Owned).

Texas State HUB/OTHER Certification	
13-Digit Vendor ID (VID)	
HUB Eligibility Category	
HUB Issue Date	
HUB Expiration Date	

Federal SDVOSB Verification	
9-Digit DUNS	
SDVOSB Issue Date	
SDVOSB Expiration Date	

- Offeror Identity**. The Offeror submitting the Proposal shall be the same entity that is certified by the Texas State Comptroller of Public Accounts, AND if applicable as verified by the US Veterans Administration.
- Certification Status**. Offeror's certification(s) must be active on or before the Solicitation's due date for Proposals and shall not expire prior to the award and execution of any resulting contract.
- Confirmation of Certification(s)**. Upon receipt of this completed form, the City will confirm the Offeror's certification(s): State: <https://mycpa.cpa.state.tx.us/tpasscmblsearch>. Federal: <https://www.vip.vetbiz.gov/> The City will direct any questions concerning an Offeror's State or Federal certification status to the Offeror's contact person as designated on the Offer Form of their Proposal.
- Misrepresentation**. If the City determines that the Offeror requesting this preference is not certified by the State or Federal government if applicable, the Offeror will not receive the preference points. If the City determines that this misrepresentation was intentional, the City may also find the Offeror not responsible and may report the Offeror to the Texas State Comptroller of Public Accounts or if applicable to the US Veterans Administration. If the misrepresentation is discovered after contract award, the City reserves the right to void the contract.

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form**

SOLICITATION NUMBER: RFP 5900 ELF3001
SOLICITATION TITLE: Citywide Social Media Archiving

In accordance with the City of Austin's Minority and Women-Owned Business Enterprises (M/WBE) Procurement Program (Program), Chapters 2-9A/B/C/D of the City Code and M/WBE Program Rules, this Solicitation was reviewed by the Small and Minority Business Resources Department (SMBR) to determine if M/WBE Subcontractor/Sub-Consultant ("Subcontractor") Goals could be applied. Due to insufficient subcontracting/subconsultant opportunities and/or insufficient availability of M/WBE certified firms, SMBR has assigned no subcontracting goals for this Solicitation. However, Offerors who choose to use Subcontractors must comply with the City's M/WBE Procurement Program as described below. Additionally, if the Contractor seeks to add Subcontractors after the Contract is awarded, the Program requirements shall apply to any Contract(s) resulting from this Solicitation.

Instructions:

- a.) Offerors who do not intend to use Subcontractors shall check the "NO" box and follow the corresponding instructions.
b.) Offerors who intend to use Subcontractors shall check the applicable "YES" box and follow the instructions. **Offers that do not include the following required documents shall be deemed non-compliant or nonresponsive as applicable, and the Offeror's submission may not be considered for award.**

☒ **NO, I DO NOT intend to use Subcontractors/Sub-consultants.**

Instructions: Offerors that do not intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form) and include it with their sealed Offer.

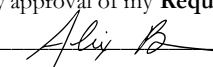
☐ **YES, I DO intend to use Subcontractors /Sub-consultants.**

Instructions: Offerors that do intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form), and follow the additional Instructions in the (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan). Contact SMBR if there are any questions about submitting these forms.

Offeror Information			
Company Name	ArchiveSocial, Inc.		
City Vendor ID Code	V00000914902		
Physical Address	212 W Main St, Ste 500		
City, State Zip	Durham, NC 27701		
Phone Number	888-558-6032	Email Address	alix.bowman@archivesocial.com
If the Offeror City of Austin M/WBE certified?	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES Indicate one: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture		

Offeror Certification: I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City's M/WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed **Subcontracting/Sub-Consulting Utilization Form**, and if applicable my completed **Subcontracting/Sub-Consulting Utilization Plan**, shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/WBE Procurement Program and submit the **Request For Change** form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form.

Alix Bowman, Director of Customer Experience



Name and Title of Authorized Representative (Print or Type)

Signature/Date



Table of Contents

Section 1

Offer Sheet	2
Local Business Presence Identification Form	5
1.4 Reference Sheet	6
Non-Discrimination and Non-Retaliation Certification	9
Non-Resident Bidder Provisions Form	11
Service -- Disabled Veteran Business Enterprise Preference	12
Subcontracting / Sub-Consulting Utilization Form	13
Non-Applicable: Subcontracting / Sub-Consulting Utilization Plan	

Section 2

Cover Letter	14
Business Organization	15
Executive Summary	16
Corporate Experience	19

Section 3

Exception Form	21
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Section 4

Appendix A: Requirements for Social Media Archiving	22
---	----

Section 5

Appendix B: Price Proposal Form	27
---------------------------------	----

Appendix C: Additional Context Regarding Customer References	31
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CITY OF AUSTIN, TEXAS
Purchasing Office
REQUEST FOR PROPOSAL (RFP)
OFFER SHEET

SOLICITATION NO: RFP 5900 ELF3001

DATE ISSUED: January 21, 2019

REQUISITION NO.: 5900 18092000788

COMMODITY CODE: 92023

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT THE FOLLOWING
AUTHORIZED CONTACT PERSON:**

Elisa Folco

Procurement Specialist IV

Phone: (512) 974-1421

E-Mail: Elisa.Folco@austintexas.gov

COMMODITY/SERVICE DESCRIPTION:

Citywide Social Media Archiving

**NON-MANDATORY PRE-PROPOSAL TELECONFERENCE
TIME AND DATE:** January 31, 2019, 2:00pm CST

Teleconference Number: 512-974-9300

Participant Code: 181963#

PROPOSAL DUE PRIOR TO:

February 21, 2019, 2:00 pm, CST

PROPOSAL OPENING TIME AND DATE:

February 21, 2019, 3:00 pm, CST

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

LIVE SOLICITATION OPENING ONLINE: For RFP's, only the
names of respondents will be read aloud

For information on how to attend the Solicitation Closing online, please
select this link:

<http://www.austintexas.gov/department/bid-opening-webinars>

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below:

Address for US Mail (Only)	Address for FedEx, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # RFP 5900 ELF3001	Purchasing Office-Response Enclosed for Solicitation # RFP 5900 ELF3001
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY (USB FLASH DRIVE) OF YOUR RESPONSE

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200 V2	STANDARD SOLICITATION INSTRUCTIONS, UPDATED JUNE 26, 2018	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	11
0500	SCOPE OF WORK	7
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	4
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0615	EXCEPTION FORM – Complete and return if applicable	1
0700	REFERENCE SHEET – Complete and return	2
0800	NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION–Complete and return	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810 V2	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION, UPDATED JUNE 26, 2018	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0840	SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE – Complete and return	1
0900	SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM – Complete & return	1
0905	SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN – Complete and return if applicable	3
Appendix A	REQUIREMENTS FOR SOCIAL MEDIA ARCHIVING – Complete and return	1
Appendix B	Price Proposal Form – Complete and return	1

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the * Sections are available on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: ArchiveSocial, Inc.

Company Address: 212 W Main Street, Suite 500

City, State, Zip: Durham, NC 27701

Vendor Registration No. V00000914902

Printed Name of Officer or Authorized Representative: Alix Bowman

Title: Director of Customer Experience

Signature of Officer or Authorized Representative: 

Date: February 15, 2019

Email Address: alix.bowman@archivesocial.com

Phone Number: (919) 410-6973

*** Proposal response must be submitted with this signed Offer sheet to be considered for award**

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	ArchiveSocial, Inc.	
Physical Address	212 W Main Street; Durham, NC; 27701	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	<input checked="" type="radio"/> No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	Yes	<input checked="" type="radio"/> No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	<input checked="" type="radio"/> No

SUBCONTRACTOR(S):

Name of Local Firm	Not Applicable	
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm	Not applicable	
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

Section 1.4 Reference Sheet

Responding Company Name ArchiveSocial, Inc.

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

- (Switched to GovQA/Pagefreezer and back to ArchiveSocial)
1. Company's Name City of Wentzville, MO
Name and Title of Contact Kara Roberson, Communications Manager
Project Name Social Media Archive for the City of Wentzville, MO
Present Address 1001 Schroeder Creek Blvd
City, State, Zip Code Wentzville, MO 63385
Telephone Number (636) 639-2004 Fax Number (636) 639-2017
Email Address kara.roberson@wentzvillemo.org

 2. Company's Name Morris County, NJ
Name and Title of Contact Jamie Klenetsky-Fay, Digital Media Manager
Project Name Social Media Archive for Morris County, NJ
Present Address 10 Court St
City, State, Zip Code Morristown, NJ 07963
Telephone Number (973) 631-5046 Fax Number () N/A
Email Address jklenetsky@co.morris.nj.us

 3. Company's Name Grant County, WA
Name and Title of Contact Joe Carter, Asst. Director Grant County Technology Services
Project Name Social Media Archive for Grant County WA
Present Address 3953 Airway Drive NE #2
City, State, Zip Code Moses Lake, WA 98837
Telephone Number (509) 766-3190 ext.3361 Fax Number (509) 754-6071
Email Address jcarter@co.grant.wa.us

Section 1.4 Reference SheetResponding Company Name ArchiveSocial, Inc.

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

1. Company's Name Town of Castle Rock (Recently purchased ArchiveSocial while still under contract with Smarsh)
- Name and Title of Contact Kristin Zagurski, Assistant to the Town Manager
- Project Name Social Media Archive for the Town of Castle Rock
- Present Address 100 N. Wilcox Street
- City, State, Zip Code Castle Rock, CO 80104
- Telephone Number (720) 733-3552 Fax Number () N/A
- Email Address kzagurski@crgov.com
-
2. Company's Name Executive Office of the President
- Name and Title of Contact Dave Mills, Branch Chief Records Manager
- Project Name Social Media Archive for the Executive Office of the President
- Present Address 1600 Pennsylvania Ave NW
- City, State, Zip Code Washington, DC 20500
- Telephone Number (202) 395-4554 Fax Number () N/A
- Email Address david_c_mills@oa.eop.gov
-
3. Company's Name The City of Chicago (Previously used Actiance)
- Name and Title of Contact Hui (Grace) Han, Technologist
- Project Name Social Media Archive for the City of Chicago
- Present Address 2452 W. Belmont
- City, State, Zip Code Chicago, IL 60634
- Telephone Number (312) 744-0381 Fax Number (312) 747-1497
- Email Address hhan@cityofchicago.org

**City of Austin, Texas
Section 0800
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION**

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

**City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy**

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does

not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

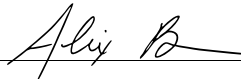
Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 15 day of February, 2019

CONTRACTOR Alix Bowman

Authorized Signature 

Title Director of Customer Experience

Section 0835: Non-Resident Bidder Provisions

Company Name ArchiveSocial, Inc.

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: non-resident Bidder

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: No Which State: North Carolina

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: N/A

Section 0840, Service-Disabled Veteran Business Enterprise Preference

Offeror Name
ArchiveSocial, Inc.

Additional Solicitation Instructions.

- ☒ By checking this box, Offeror states they are NOT a certified Service-Disabled Veteran Business Enterprise seeking to claim preference points under the City of Austin's SDVBE Program.
- Offerors seeking to claim the Service-Disabled Veteran Business Enterprise (SDVBE) preference shall be certified **under one of the two following scenarios**. Offerors shall check one of the following boxes, input the data in the applicable table below and include this completed form in their Proposal.
 - ☐ **HUB/SV**. Offeror is certified as a Service-Disabled Veteran (SV) Historically Underutilized Business (HUB) by the Texas State Comptroller of Public Accounts.

Texas State HUB/SV Certification	
13-Digit Vendor ID (VID)	
HUB/SV Issue Date	
HUB/SV Expiration Date	

- ☐ **HUB/OTHER + Federal SDVOSB**. Offeror is certified by the Texas State Comptroller of Public Accounts as a Historically Underutilized Business in a HUB Eligibility Category other than Service-Disabled Veteran (SV) AND is verified by the US Veterans Administration as a Service-Disabled Veteran-Owned Small Business (SDVOSB). **Texas HUB Eligibility Categories:** HUB/BL (Black), HUB/AS (Asian), HUB/HI (Hispanic), HUB/AI (Native American), or HUB/WO (Women Owned).

Texas State HUB/OTHER Certification	
13-Digit Vendor ID (VID)	
HUB Eligibility Category	
HUB Issue Date	
HUB Expiration Date	

Federal SDVOSB Verification	
9-Digit DUNS	
SDVOSB Issue Date	
SDVOSB Expiration Date	

- Offeror Identity**. The Offeror submitting the Proposal shall be the same entity that is certified by the Texas State Comptroller of Public Accounts, AND if applicable as verified by the US Veterans Administration.
- Certification Status**. Offeror's certification(s) must be active on or before the Solicitation's due date for Proposals and shall not expire prior to the award and execution of any resulting contract.
- Confirmation of Certification(s)**. Upon receipt of this completed form, the City will confirm the Offeror's certification(s): State: <https://mycpa.cpa.state.tx.us/tpasscmblsearch>. Federal: <https://www.vip.vetbiz.gov/> The City will direct any questions concerning an Offeror's State or Federal certification status to the Offeror's contact person as designated on the Offer Form of their Proposal.
- Misrepresentation**. If the City determines that the Offeror requesting this preference is not certified by the State or Federal government if applicable, the Offeror will not receive the preference points. If the City determines that this misrepresentation was intentional, the City may also find the Offeror not responsible and may report the Offeror to the Texas State Comptroller of Public Accounts or if applicable to the US Veterans Administration. If the misrepresentation is discovered after contract award, the City reserves the right to void the contract.

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form**

SOLICITATION NUMBER: RFP 5900 ELF3001
SOLICITATION TITLE: Citywide Social Media Archiving

In accordance with the City of Austin's Minority and Women-Owned Business Enterprises (M/WBE) Procurement Program (Program), Chapters 2-9A/B/C/D of the City Code and M/WBE Program Rules, this Solicitation was reviewed by the Small and Minority Business Resources Department (SMBR) to determine if M/WBE Subcontractor/Sub-Consultant ("Subcontractor") Goals could be applied. Due to insufficient subcontracting/subconsultant opportunities and/or insufficient availability of M/WBE certified firms, SMBR has assigned no subcontracting goals for this Solicitation. However, Offerors who choose to use Subcontractors must comply with the City's M/WBE Procurement Program as described below. Additionally, if the Contractor seeks to add Subcontractors after the Contract is awarded, the Program requirements shall apply to any Contract(s) resulting from this Solicitation.

Instructions:

- a.) Offerors who do not intend to use Subcontractors shall check the "NO" box and follow the corresponding instructions.
b.) Offerors who intend to use Subcontractors shall check the applicable "YES" box and follow the instructions. **Offers that do not include the following required documents shall be deemed non-compliant or nonresponsive as applicable, and the Offeror's submission may not be considered for award.**

☒ **NO, I DO NOT intend to use Subcontractors/Sub-consultants.**

Instructions: Offerors that do not intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form) and include it with their sealed Offer.

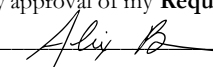
☐ **YES, I DO intend to use Subcontractors /Sub-consultants.**

Instructions: Offerors that do intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form), and follow the additional Instructions in the (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan). Contact SMBR if there are any questions about submitting these forms.

Offeror Information			
Company Name	ArchiveSocial, Inc.		
City Vendor ID Code	V00000914902		
Physical Address	212 W Main St, Ste 500		
City, State Zip	Durham, NC 27701		
Phone Number	888-558-6032	Email Address	alix.bowman@archivesocial.com
If the Offeror City of Austin M/WBE certified?	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES Indicate one: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture		

Offeror Certification: I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City's M/WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed **Subcontracting/Sub-Consulting Utilization Form**, and if applicable my completed **Subcontracting/Sub-Consulting Utilization Plan**, shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/WBE Procurement Program and submit the **Request For Change** form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form.

Alix Bowman, Director of Customer Experience



Name and Title of Authorized Representative (Print or Type)

Signature/Date



February 18, 2019

Elisa Folco
Purchasing Office
City of Austin
124 W 8th Street, Rm 308
Austin, TX 78701

RE: Response for Solicitation #RFP 5900 ELF3001

Dear Ms. Folco:

Please accept the enclosed response to Solicitation #RFP 5900 ELF3001 for Citywide Social Media Archiving.

Responding Agency: ArchiveSocial, Inc.
PO Box 3330
Durham, NC 27702
(888) 558-6032

Authorized Contact for all technical, price, and/or contract questions:

Alix Bowman
Director of Customer Experience
PO Box 3330
Durham, NC 27702
P: (919) 410-6973
alix.bowman@archivesocial.com

Sincerely,

A handwritten signature in black ink that reads "Alix B" with a stylized flourish.

Alix Bowman



Section 2.2 Business Organization

2.1 Legal firm name and physical headquarters address:

Legal Name:	ArchiveSocial, Inc.
Headquarters Address:	212 W Main Street Suite 500 Durham, NC 27701

2.2 Principal Officers:

Anil Chawla
Chief Executive Officer/Founder
2011-present

Robert Sydnor, Chief Operating Officer
January 2016-present

Paul Bock, Chief Technical Officer
August 2017-present

2.3 ArchiveSocial is legally authorized to do business in the State of Texas, pursuant to the requirements of the Texas Statutes

Section 2.3 Executive Summary

ArchiveSocial is the #1 provider of social media archiving for cities and counties in Texas, and is trusted by nearly 2,000 public entities across the United States. ArchiveSocial has been the chosen social media archiving solution for the City of Austin since 2013. It is our honor to serve the City of Austin and we look forward to continuing our long-standing partnership.

The City of Austin may receive several RFP responses from the vendor community. While there will likely be some similarities in how these offers are written, formatted, and presented, ArchiveSocial offers measurable advantages that will allow the City to make a clear cut, confident decision.

Proposal

In response to the City of Austin's Request for Proposal for Citywide Social Media Archiving, ArchiveSocial presents an effortless and cost-effective path to maintain the City's existing social media archive, which has supported the City's needs since 2013. Our proposal is to renew the City of Austin's existing level of service, and therefore grandfather the City's total cost at an effective discount of 31% off of what a new customer would pay for the same products.

ArchiveSocial has long maintained a commitment to ensuring transparent and consistent pricing. We do not employ ad-hoc discounts or other pricing gimmicks that would lead to one new customer receiving more favorable treatment over another. However, as a courtesy to our loyal customers, we do grandfather pricing to existing clients when adjusting our new customer pricing to account for substantial expansion and improvements to our product offering.

The City of Austin's decision to purchase ArchiveSocial in 2013 has uniquely positioned the City to maintain a grandfathered pricing structure that is 31% lower than the pricing offered to new customers for the same level of service. This grandfathered pricing structure carries forward multiple "beta customer" discounts that early customers received for participating in beta product offerings, as the City of Austin did in 2013 and 2015.

Social Media Archiving Capabilities

ArchiveSocial's leadership in the industry is predicated on our focus on social media as a content type. This focus ensures that we are able to more effectively overcome the technical challenges inherent to social media archiving. Our exclusive business focus on satisfying public records requirements also ensures that our product meets the specific needs of government first and foremost.

It is critical to recognize that no two vendor offerings will capture the exact same records, record changes, and record details from a social network such as Facebook. Social media data is



inherently complex, and the networks frequently make changes to how it is presented. ArchiveSocial has a demonstrated track record of handling changes made by the networks with minimal disruptions to our customers. Prominent government agencies choose ArchiveSocial over other solutions time and time again because of our consistent ability to demonstrate the most complete and reliable level of social media content capture in direct side-by-side comparisons.

We believe that the City of Austin is their own best reference in terms of how well ArchiveSocial can support large and complex clients. With that in mind, we have prioritized references who have used competing products and then switched to ArchiveSocial. The number one justification cited by agencies switching to ArchiveSocial is the inability of their existing vendor to produce the necessary records in a time of need. In particular, we encourage the selection committee to speak with the City of Wentzville, who switched to a competitor (PageFreezer) for lower costs, and then returned to ArchiveSocial because they did not find that their needs were being met. The references who have used competing products are highlighted in Section 1.4. Please refer to Appendix C for additional context on these references.

Demonstrated Experience

ArchiveSocial reliably serves more large cities and counties in the United States than any other social media archiving vendor, with customers including Travis County, City of Dallas, City of San Francisco, City of Phoenix, City of Chicago, and New York City. Beyond local government, ArchiveSocial has proven its ability to scale and support the largest and most prominent government social media deployments in the world, including the Executive Office of the President of the United States, the US Department of Justice, and the entire States of North Carolina, Utah, and Iowa.

Most relevant, of course, is the City of Austin's own experience with ArchiveSocial since 2013. No RFP response or sales demonstration can convey the most critical and fundamental requirement of a social media archiving solution -- to be able to correctly and comprehensively produce the exact records required in a time of need. We highly encourage the City to validate ArchiveSocial's track record of reliably producing information for City staff during the course of our relationship.

Smart Alert Functionality

ArchiveSocial developed our Risk Management and Analytics (RMA) platform in direct collaboration with the City of Austin, working closely with the City of Austin Communications team and the Austin PD. RMA provides email alerts and analytics, and is unique in the industry as a platform specifically designed for public information use cases.

Local Business Presence



While ArchiveSocial is not located within the City of Austin, it is a minority-owned NC HUB certified US Corporation with all company operations located in Durham, NC. ArchiveSocial does not resell or sub-contract customer service, R&D, or any other aspect of company operations relevant to fulfilling the requirements of the RFP.

Records Retention and Disposition Automation & Reporting

ArchiveSocial's support for retention and disposition is unique among archiving vendors in that retention periods can be configured based on the specific content of a record, as is often required by government retention schedules. ArchiveSocial's disposition feature is fully configurable and automatable by administrators without the need of IT or customer support.

Social Media Platforms, Content Archiving, and Near Real Time Archiving

ArchiveSocial provides near-real-time archiving for the social networks specified in the RFP, with the ability to also capture Tumblr content using ArchiveSocial's new Web Snapshots feature set. The differentiation of ArchiveSocial from competing solutions stems from our ability to handle the significant nuances involved with archiving complex social networking platforms such as Facebook. For example, ArchiveSocial was first-to-market to archive live video streams such as Facebook Live and Periscope video. We highly recommend side-by-side trial comparisons of ArchiveSocial and competitive offerings simultaneously archiving the exact same social media sites to demonstrate the true capabilities and differences in how each content type is archived.

Backend Functionality and Usability

ArchiveSocial provides a web-based user interface that is 100% self service and provides easy access to all features for viewing, searching, and exporting records. The user interface replays social media timelines in a manner that mirrors the social network, supports sophisticated search capabilities for locating records across the entire archive, and provides the ability to export all record data out of the system. In all cases, the user interface displays records with full version history and provides the ability to reconstruct the original thread/conversation.

Customer Service

A United States-based Customer Success Team is provided to each customer at no additional cost. A Customer Success Manager conducts initial on-boarding and trainings, and is available to provide assistance as needed. The product includes a detailed online knowledge bank, and our customer support team is available via phone and email during normal business days from 8:30am to 5:30pm ET. During these hours, the average response time is under 15 minutes and average resolution time is under one hour.

Section 2.4: Corporate Experience

4.1 & 4.2: Details of Projects similar in size, scope, and complexity

ArchiveSocial provides social media archiving services to nearly 2,000 public agencies. Please refer to Appendix C for more information on the references included in Section 1.4. Social Media Archiving projects undertaken by ArchiveSocial that are similar in size and scope to the City of Austin include:

Archive for the City of New York, NY

2017 - present

- Average monthly record volume: 100,000
- Social media accounts in archive: 263
- Open Archive: <http://nyc.gov.archivesocial.com/>
- Principal staff: Bradley Fouts, Account Executive (AE); Austin Spitler, Customer Success Manager (CSM)

Archive for the Executive Office of the President

2018 - present

- Average monthly record volume: We are unable to disclose specific details regarding this archive due to confidentiality restrictions. This archive is the largest archive we service by record volume.
- Principal staff: Anil Chawla, CEO; Paul Bock, CTO

Archive for the City of Chicago, IL

2015 - present

- Average monthly record volume: 50,000
- Social media accounts in archive: 150
- Principal staff: Bradley Fouts, AE; Austin Spitler, CSM

Archive for Miami-Dade County, FL

2017- present

- Average monthly record volume: 20,000
- Social media accounts in archive: 79
- Principal staff: Bradley Fouts, AE; Austin Spitler, CSM

City of Austin, TX

2013 - present

- Average monthly record volume: 30,000
- Social media accounts in archive: 242
- Principal staff: Anil Chawla, CEO; Alix Bowman, Director of Customer Experience
- Open archive: <http://www.austintexas.gov/page/social-media-archive>



4.3 Special knowledge relevant to solicitation

The City of Austin has been a trusted partner of ArchiveSocial since 2013, and regularly provides feedback and insights that continue to shape the ArchiveSocial platform to better serve the City of Austin and its peers. ArchiveSocial worked closely with the City in 2013 to create an embeddable version of our public portal technology, and announce the world's first Open Archive of City Social Media.

During the course of our relationship, ArchiveSocial has expanded its platform to support additional social networks used by the City including Vimeo, Periscope, Flickr, Pinterest, and Instagram. Through an exclusive customer beta program, ArchiveSocial worked closely with Austin Communications and the Austin PD to develop a new and unique risk management product, which provides smart alerts and analytics specifically designed for public information use cases. And most recently, ArchiveSocial revised its approach to measuring record volume and usage -- based on feedback from the Austin Animal Center -- to no longer count certain types of transient communications towards a customer's usage plan.

The City of Austin is a deeply valued customer and we thank you for the feedback you continue to provide to help us ensure we offer the most appropriate and effective social media archiving platform for government agencies.

**CITY OF AUSTIN
PURCHASING OFFICE
SECTION 0615: EXCEPTION FORM
RFP 5900 ELF3001, CITYWIDE SOCIAL MEDIA ARCHIVING**

The City will presume that the Offeror is in agreement with all sections of the solicitation unless the Offeror takes specific exception as indicated below. Complete the exception information indicating each exception taken, provide alternative language, and justify the alternative language. Copies of this form may be utilized if additional pages are needed.

Proposers who comply with or who are most responsive to accepting the City's Standard Purchasing Terms and Conditions and Commercial and Legal Contract Requirements will receive consideration for evaluations from the City's evaluation team in determining points awarded for meeting criteria outlined in Section 0600 Proposal Preparation Instructions Evaluation Factors. Failure to agree to the standard contract terms may result in the City choosing to move forward with an award of a contract to the next best Offeror.

The City, at its sole discretion, may negotiate exceptions that do not result in material deviations from the sections contained in the solicitation documents. Material deviations as determined by the City may result in the City deeming the Offer non-responsive. The Offeror that is awarded the contract shall be required to sign the contract with the provisions accepted or negotiated.

Indicate:

- ☐ **0300 Standard Purchase Terms & Conditions**
- ☐ **0400 Supplemental Purchase Provisions**
- ☐ **0500 Scope of Work**

Page Number	Section Number	Section Description
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Alternate Language:

No exceptions requested

Justification:

N/A

CITY OF AUSTIN PURCHASING OFFICE
APPENDIX A, REQUIREMENTS FOR SOCIAL MEDIA ARCHIVING
SOLICITATION #: RFP 5900 ELF3001, CITYWIDE SOCIAL MEDIA ARCHIVING

Please populate cells C (required), D (if applicable)

If needed, separate documentation can be attached to proposal to assist in providing a response to a requirement. If separate documentation is submitted, vendor must reference the exact document name and section in cell D (Comments) for each requirement.

SOW Section	Requirement Description	Vendor Response: YES or NO YES = Meets Requirements NO = Does Not Meet Requirements	Vendor Response: Comments (not required)
ORGANIZATION OF REQUIREMENTS FOR SOCIAL MEDIA ARCHIVING SERVICE			
4.A.1	Archive all content for the following social media platforms in real or near-real time : Twitter, Facebook, Instagram, YouTube, Flickr, Pinterest, LinkedIn, Tumblr, Vimeo, Periscope	YES	ArchiveSocial comprehensively captures communications sent and received across Facebook, Twitter, Instagram, Youtube, Vimeo, Periscope, Pinterest, Flickr, and LinkedIn in near-real-time (within seconds or minutes). These records are captured by interfacing directly with each platform's corresponding Application Programming Interface (API). This approach ensures that ArchiveSocial captures the entire electronic record in native format, complete with all technical metadata exposed by the social networking platform. To the extent that the City is comfortable with web-based capture of content, Tumblr will be captured using ArchiveSocial's new Web Snapshots feature set which is incorporated within the social media archiving platform.
4.A.1.a	All content referenced above includes, but is not limited to: • Photos/Images • Comments (ours and others') • Reactions (ours and others') • Responses (ours and others') • Direct Messages (ours and others') • Live broadcasts • Disappearing content (like Instagram stories) • Metadata	YES	ArchiveSocial captures complete social media conversations, including nested comment replies and private messaging. ArchiveSocial also captures complex multimedia embedded within records including multiple photo/video attachments, emojis, stickers, and live streamed videos. It is important to note that social networking platforms continually make changes and introduce new features, and occasionally provide inconsistent data through API feeds. ArchiveSocial mitigates these challenges by employing a continuous API verification algorithm that automatically re-verifies and updates the entire archived history of each social media account on an ongoing basis. In direct side-by-side comparisons, we have been able to consistently prove that our approach to social media capture is more comprehensive, reliable, and complete than other archiving vendors who leverage the same social networking APIs. ArchiveSocial provides limited but appropriate capture of reactions, such as Facebook likes, to align with the guidance from public records bodies across the country who have consistently designated such information as transitory.
4.A.1.b	Real or near-real time referenced above involves using the platforms' API or other suitable Web Service to capture indexed, searchable content immediately or within an hour of posting.	YES	ArchiveSocial captures social media content at the highest frequency available, per API rate limit restrictions, on each social networking platform. On platforms such as Facebook, ArchiveSocial captures the majority of new content in real-time, immediately as it is posted and provided to ArchiveSocial. In all other cases, ArchiveSocial captures new, current communications in near-real-time -- within seconds or minutes -- of the content being posted. Finally, in cases where historical conversations are modified or updated, and the network provides no such notification of that change (i.e. an edit to a comment that is three years old on Instagram), it may take longer to capture. However, in those circumstances, ArchiveSocial is able to detect and capture content that the majority of other archiving vendors are simply not capturing at all.
4.A.2.a	Risk Management: Contractor has the ability to send automated alerts to administrators of relevant accounts, notifying them of questions posted to accounts, as well as use of any flagged words, phrases, or sentiments identified by the administrators.	YES	ArchiveSocial offers a Risk Management and Analytics (RMA) add-on product that is uniquely designed for the public information use case. The City of Austin was an active participant in the beta development program for RMA and provided ongoing feedback that substantially impacted the design and functionality of the product. RMA provides near-real-time notifications of questions posted to social media accounts to assist the City with ensuring a high degree of responsiveness. Additionally, RMA provides automated alerts for specified words and phrases, inappropriate content, public safety related information, and personally identifiable information. The system comes pre-configured with "best practice" keyword dictionaries specifically relevant to public sector use cases. RMA is fully configurable, allowing relevant alerts to be configured for each of the various accounts and departments, and ensuring that alerts are routed to the appropriate admins. Finally, RMA includes a reporting and analytics feature set that tracks citizen sentiment, highlights conversations with a strong emotional response from citizens, and determines the most vocal citizens interacting with the City's social media. The sentiment analysis provided within RMA is powered by IBM Watson.
4.A.2.b	Risk Management: The System provides a mechanism for sending email notifications, without user intervention, based on preset criteria.	YES	See previous response for 4.A.2.a.
4.A.2.c	Risk Management: Provide and implement risk mitigation measures, contingency plans and disaster recovery plans as high-priority risks are identified and monitored	YES	All data is stored within enterprise-grade cloud infrastructure which is SOC 3-compliant and rated as FISMA Moderate. All data is stored within the United States. Data is encrypted with 256-bit AES encryption at all times, including at transmittal and at rest. Record data cannot be modified within the application. Access to customer data by ArchiveSocial staff is restricted by role and requires multi-factor authentication. All content data is available for restore to a 5-minute point in time instance over a 30 day rolling window equivalent to 288 backups per day or 8,640 backups per month. Monthly backups are retained for at least 12 months. All backups are stored at 11 9's of durability for point-in-time recovery. Backups are located in geographically diverse cloud data centers within the United States.

CITY OF AUSTIN PURCHASING OFFICE
APPENDIX A, REQUIREMENTS FOR SOCIAL MEDIA ARCHIVING
SOLICITATION #: RFP 5900 ELF3001, CITYWIDE SOCIAL MEDIA ARCHIVING

4.A.3.a	Records: The Contractor's platform allows administrators on the archiving account to search, retrieve, and export any and all records the Contractor retains on behalf of the City.	YES	<p>ArchiveSocial provides a web-based user interface that is 100% self service and provides easy access to all features for viewing, searching, and exporting records. The user interface replays social media timelines in a manner that mirrors the social network, supports sophisticated search capabilities for locating records across the entire archive, and provides the ability to export all record data out of the system. In all cases, the user interface displays records with full version history and provides the ability to reconstruct the original thread/conversation that the record belongs to.</p> <p>The ArchiveSocial search engine supports a wide variety of search criteria including keywords, phrases, date ranges, content types, social networking accounts, and conversation participants (to/from information). Furthermore, once a search is performed, ArchiveSocial automatically categorizes search results and allows for instant filtering to help locate and identify content relevant to a records request. The search interface prioritizes and highlights the most relevant versions of a record when a record has multiple versions due to edits.</p> <p>Finally, ArchiveSocial will automatically reconstruct social media conversations when generating PDF and HTML exports. For example, a search might generate 1000 separate posts, comments, and replies that actually comprise 200 unique conversations. The export generated by ArchiveSocial will automatically recombine the related results into the 200 unique conversations, include other related comments, and highlight the matches. ArchiveSocial's ability to reconstruct social media in this manner is unmatched in the industry but is critical for ensuring that exports can be understood and utilized in response to a records request.</p>
4.A.3.b	Records: Solution provides a process for secure disposal of data when requested by COA.	YES	ArchiveSocial allows users to set custom retention rules for the secure disposition of data.
4.A.3.c	Records: The solution provides a complete copy of hosted data using comma separated view (CSV) format or other agreed to and usable formats in the event of contract termination with 30 days of the request.	YES	The City may export its entire archive data at any time during the term of service. In addition the City may export the archive up to 30 days after termination of service. The export includes the complete electronic record with metadata, a rendering of the content, custom metadata, indexes, and all supporting multimedia and attachments. This export is available in CSV, PDF, and HTML formats.
4.A.3.d	Records: The solution provides online access to the current year plus unlimited previous years of all types of data retained in the system, and provides archive capabilities thereafter for inactive historical records. The solution provides a method to retrieve archived records back into active state.	YES	By default, ArchiveSocial preserves and provides access to all records captured by the system regardless of age. Social media accounts no longer in use by the agency can be set to historical status, where the records from those accounts remain accessible to search and export from the user interface.
4.A.3.e	Records: The system prevents the loss or unauthorized deletion of records before the expiration of their retention period as authorized by an approved records control schedule or with the written permission of the Texas State Library and Archives Commission. Texas Local Government Records Act §202.001(a).	YES	ArchiveSocial support for retention and disposition is unique among archiving vendors in that retention periods can be configured based on the specific content of a record as often required by government retention schedules. Additionally, retention periods can be configured on an account level, department level, or global level.
4.A.3.f	Records: The system prevents the unauthorized alteration of records before the expiration of their retention period. The system provides logs or audit trails that document edits and views of records. This is a requirement for information	YES	All data is stored within enterprise-grade cloud infrastructure which is SOC 3-compliant and rated as FISMA Moderate. All data is stored within the United States. Data is encrypted with 256-bit AES encryption at all times, including at transmittal and at rest. Record data cannot be modified within the application. Access to customer data by ArchiveSocial staff is restricted by role and requires multi-factor authentication. ArchiveSocial can not be used to edit records at any time. Deletion of records can only occur through the use of retention rules or through written authorization to ArchiveSocial. ArchiveSocial retains a log of dispositions. User based logins are tracked.
4.A.3.g	Records: The system provides systematic deletion of records upon expiration of their retention period as authorized by an approved records control schedule or with the written permission of the Texas State Library and Archives Commission. Texas Local Government Records Act §202.001(a) and §201.003(16), Austin City Code §2-11-11. Sufficient metadata must be present to identify records eligible for disposition based on defined triggering events and dates.	YES	ArchiveSocial allows users to set custom retention rules for the secure disposition of data, and supports the systematic deletion of records upon expiration of their retention period according to the relevant metadata and triggering events.
4.A.3.h	Records: The system ensures records are retrievable and available until the expiration of their approved retention period. Texas Local Government Records Act §205.008(b). Records stored on contractor, outsourced, cloud, or hosted platforms remain the property and responsibility of the City. When contacted by an authorized City employee or when the contract ends or is terminated, contractors must deliver records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost. Austin City Code §2-11-15.	YES	ArchiveSocial ensures that records are retrievable and available until the expiration of their approved and configured retention period. Our standard agreements allow agencies to retrieve a full export of their own data up to 30 days after they have canceled service with us at no additional cost. The export includes the complete electronic record with metadata, a rendering of the content, custom metadata, indexes, and all supporting multimedia and attachments. This export is available in CSV, PDF, and HTML formats.

CITY OF AUSTIN PURCHASING OFFICE
APPENDIX A, REQUIREMENTS FOR SOCIAL MEDIA ARCHIVING
SOLICITATION #: RFP 5900 ELF3001, CITYWIDE SOCIAL MEDIA ARCHIVING

4.A.3.i	Records: Until expiration of retention period, hardware and software must be available to access records and sufficient metadata must be present to facilitate timely retrieval of records. Contracts with hosted solution providers must specify the contractor's duties with respect to management of records as required by Austin City Code §2-11-15. The system ensures retention of specific records – even if their retention period has expired – if they are the subject of known or reasonably anticipated litigation, public information request, audit or other legal action. Texas Local Government Records Act §202.002, Austin City Code § 2-11-11. The system maintains a log of litigation and other holds allowing release of holds after resolution of litigation, audit, or public information requests.	YES	By default, ArchiveSocial retains all records indefinitely. However, if retention rules are configured to allow for record disposition, a litigation hold can be applied to individual records to prevent those records from being disposed. For example, once the relevant records are located with a search query, the litigation hold can be applied to all records matching the query. At the appropriate time, the litigation hold can be lifted to allow the affected records to be disposed.
4.A.3.j	Records: The system creates records/logs of destruction activity. Texas Local Government Records Act §203.046, Austin City Code §2-11-11. Destruction logs must: (a) show a minimal set of metadata sufficient to uniquely identify the records purged; (b) show who approved and who executed the destruction, and the dates on which these events took place; (c) reflect compliance with an approved, written standard operating procedure; and (d) be retained permanently	YES	For each disposed record ArchiveSocial retains the content type, social media network, the record ID on the social media network, the account ID on the social media network, the date and time the record was created on the social media network, the date and time the record was removed from the archive, the disposition rule that generated the disposition and the user who initiated the disposition rule.
4.A.4	Edits: The Contractor's platform shall automatically capture a record of any edits made by administrators to posts or interactions on archived accounts.	YES	ArchiveSocial automatically detects and captures edits across all supported social networking platforms in native format, despite the fact that the majority of social networks do not provide vendors with an API feed or notification of edits. This is a significant advantage over vendors who capture edits on specific networks only, based on the notifications provided by the network. Version history is available on all records in the user interface, and the system automatically annotates edited records so that they can be located instantly with a built-in search. Furthermore, the system automatically prioritizes and highlights the most relevant version of a record in a search.
4.A.5.a	Adaptation: The Contractor is expected to maintain and update the platform based on changes to social platforms, APIs and relevant needs expressed by the City and other clients.	YES	ArchiveSocial's Product Team monitors mandatory API changes as well as new functionality for each social media network. Customers can make feature requests through our Customer Success team.
4.A.5.b	Adaptation: The solution supports future releases of the application without rendering the archived data unusable or provides an upgrade script to convert archived data to supported format.	YES	ArchiveSocial is a software-as-a-service application and is frequently updated and enhanced. The system ensures that all archived data remains usable and accessible as the application as updated.
4.A.5.c	Adaptation: Correct defects found as a result of testing efforts and record all defect in a Defects Log.	YES	There are two types of errors we generally experience: 1) Errors generated by the social networking APIs, 2) Inconsistencies in the data provided by social networking APIs. 1: When an error is generated by the social networking API, the system determines if the error can be corrected by a user (e.g. it's due to a password change) and immediately notifies the associated user in our system. If the error is a technical error related to the social networking platform, the system will retry the request and notify our Operations Team to monitor the issue with the platform until it is resolved. 2: ArchiveSocial detects inconsistencies in the data provided by the social networking APIs by continuously re-verifying the entire history of each social media account and applying complex checksums. Inconsistencies are then handled by ensuring capture of distinct data and leveraging proprietary algorithms to resolve duplicates and display accurate edits to the user. ArchiveSocial's ability to continually verify and update records in an authentic manner (i.e. without web scraping) provides a material capture advantage over competing products. All defects are recorded in an issue tracking system.
4.A.6	Design: The Contractor's platform should have a functional administrative interface that allows for easy access to and management of the City's archived records.	YES	The user interface is 100% self service and provides easy access to all features for viewing, searching, and exporting records. On average, ArchiveSocial customers are able to log in for the first time and begin archiving the primary social media accounts for the agency in under 10 minutes without any assistance from customer support or IT.
4.A.7.a	Customer Service: The Contractor shall provide same-day customer service and troubleshooting during normal work days and hours (8 a.m. to 5 p.m. in the Contractor's home Time Zone). Otherwise, the Contractor commits to responding to any request for assistance within 24 hours. This should continue through the duration of the contract.	YES	Customer support is available by email and phone during normal business days from 8:30am to 5:30pm ET. During these hours, the average response time is under 15 minutes and average resolution time is under one hour. We utilize Net Promoter Score (NPS) as an industry-standard customer satisfaction metric. Our aggregate NPS for 2018 was a score of 78 on a scale of -100 to 100.
4.A.7.b	Customer Service: Provide a Project Manager (PM) to represent the Vendor in the management of the Project, interfacing with the City Project Manager (PM) in any decisions relating to the Project.	YES	A United States-based Customer Success Manager is provided to each customer at no additional cost. The Customer Success Manager conducts initial on-boarding and trainings, and is available to provide assistance as needed. Additionally, a detailed online knowledge bank is provided, and our customer success team is available via phone and email.

CITY OF AUSTIN PURCHASING OFFICE
APPENDIX A, REQUIREMENTS FOR SOCIAL MEDIA ARCHIVING
SOLICITATION #: RFP 5900 ELF3001, CITYWIDE SOCIAL MEDIA ARCHIVING

4.A.8.a	Administration and Technology: The Contractor's platform supports multiple accounts across each social media platform and 20 administrators to manage department accounts within the archiving service.	YES	ArchiveSocial leverages enterprise-grade cloud infrastructure and is the #1 provider of social media archiving for large-scale government entities. ArchiveSocial supports unlimited admins and accounts. Two prominent examples of the scalability of the system include 1) The New York City archive, which contains more than 350 social media sites and 4+ million records, and 2) The assistance we provided the White House in which we archived more than 10 million records across the 8-year Obama presidency in under 8 weeks.
4.A.8.b	Administration and Technology: The System provides a mechanism for administering role-based permissions and row level user access controls.	YES	ArchiveSocial supports multiple roles, including System Administrators, Read-Only Administrators, and Social Media Account Owners, and provides a mechanism for administering user roles.
4.A.8.c	Administration and Technology: The System provides application features/accessibility solely via a cloud-based environment.	YES	ArchiveSocial is a software-as-a-service application and is hosted entirely in the cloud. There is no software installation or IT deployment required. The web-based user interface is 100% self service and provides easy access to all features for viewing, searching, and exporting records.
4.A.8.d	Administration and Technology: The application provides the capability to generate reports and define views easily without the assistance of the IT department	YES	The user interface is 100% self service and provides easy access to all features for viewing, searching, and exporting records. On average, ArchiveSocial customers are able to log in for the first time and begin archiving the primary social media accounts for the agency in under 10 minutes without any assistance from customer support or IT.
4.A.8.e	Administration and Technology: The application provides Web-enabled components to meet the Rehabilitation Act of 1973 Section 503, W3C and industry standards for graphics and design; speed; reliability; and security for dynamic content and user interaction.	YES	
4.A.8.f	Administration and Technology: The application provides standardized data extraction functions or Application Program Interface (API) to allow import and export of data to/from other systems.	YES	All record data is available for export in standardized formats via ArchiveSocial's web interface.
4.A.8.g	Administration and Technology: The system meets Web Accessibility standards including, but not limited to, ability to support ADA and compliant with Section 508 of the Federal Rehabilitation Act (see c). Web based applications must be ADA compliant following the specifications of c. If compliance is not possible, reasonable alternatives may be considered.	YES	
4.A.8.h	Administration and Technology: Solution securely transmits data over public networks.	YES	All data is stored within enterprise-grade cloud infrastructure which is SOC 3-compliant and rated as FISMA Moderate. All data is stored within the United States. Data is encrypted with 256-bit AES encryption at all times, including at transmittal and at rest. Record data cannot be modified within the application. Access to customer data by ArchiveSocial staff is restricted by role and requires multi-factor authentication.
4.A.8.i	Administration and Technology: Validate the system for compliance with the Security Requirements	YES	All data is stored within enterprise-grade cloud infrastructure which is SOC 3-compliant and rated as FISMA Moderate. All data is stored within the United States. Data is encrypted with 256-bit AES encryption at all times, including at transmittal and at rest. Record data cannot be modified within the application. Access to customer data by ArchiveSocial staff is restricted by role and requires multi-factor authentication. ArchiveSocial conducts at least one audit per year through an external Security Company.
4.A.9.a	Public Portal: The database should be able to be embedded via an iFrame.	YES	In 2013, ArchiveSocial and the City of Austin launched the world's first Open Archive of a City's social media communication. The existing archive is available at http://www.austintexas.gov/page/social-media-archive and demonstrates the ability to present the content within an iFrame.
4.A.9.b	Public Portal: The Contractor's platform should differentiate between live content and content that is staged/unlisted (i.e. unlisted YouTube videos) for the purposes of archiving and public search.	YES	The Open Archive can be configured to allow only certain records to be publicly available. As an example, a majority of our customers omit private messaging from their Open Archives. We are also able to selectively include or exclude specific departments, users, and social media accounts. Staged/unlisted content can be excluded from the Open Archive via our tagging functionality.
4.A.9.c	Public Portal: If a searchable public portal isn't available, the Contractor must provide a well-documented application program interface or other means to develop a searchable and publicly-accessible archive.	YES	See response to 4.A.9.a.
4.A.10	Training: Provide a formal Project Team Training Plan to document City Project Team training requirements	YES	A United States-based Customer Success Manager is provided to each customer at no additional cost. The Customer Success Manager conducts initial on-boarding and trainings, and is available to provide assistance as needed. Additionally, a detailed online knowledge bank is provided, and our customer success team is available via phone and email.

CITY OF AUSTIN PURCHASING OFFICE
APPENDIX A, REQUIREMENTS FOR SOCIAL MEDIA ARCHIVING
SOLICITATION #: RFP 5900 ELF3001, CITYWIDE SOCIAL MEDIA ARCHIVING

4.B.1	<p>NOT REQUIRED, BUT RESPONSE AND COMMENTS REQUESTED: Archiving all content (including, but not limited to, comments, reactions, responses, and messages) for the following social media platforms: Reddit, Nextdoor, Slack, Google Plus, Google Photos, MailChimp, Survey Monkey, PublicInput.com, Engagement HQ (bangthetable.com), Yelp, Issuu, Wordpress, Blogspot, Meetup, PublicArtArchive, WorldCat, Wakelet, Picasaweb, Soundcloud, and Eventbrite</p>		<p>Support for archiving Nextdoor is planned for 2019. Nextdoor has publicly disclosed a plan to provide API access to their data in 2019 with the specific intent of developing an API integration with ArchiveSocial. It is worth noting that other archiving vendors have been marketing an existing capability to archive Nextdoor. We strongly urge the City to speak with Nextdoor to verify these claims as, to our knowledge, no archiving vendor is currently able or permitted to do so.</p> <p>The City may consider capturing content on other platforms such as Reddit, Slack, Google Photos, MailChimp, Survey Monkey, PublicInput.com, Engagement HQ (bangthetable.com), Yelp, Issuu, Wordpress, Blogspot, Meetup, PublicArtArchive, WorldCat, Wakelet, Picasaweb, Soundcloud, and Eventbrite by leveraging web capture technology. It is important to recognize that web capture technology is inherently limited in its ability to capture social media content, as content must be periodically scraped and the native electronic record (with metadata) is typically unavailable via a platform's web interface. Web capture technology can only provide a partial capture of social media records. Nonetheless, if the City is interested in capturing content on the platforms listed above to whatever extent possible, it can leverage ArchiveSocial's new Web Snapshots feature set which is incorporated within the social media archiving platform.</p>
4.B.2	<p>NOT REQUIRED, BUT RESPONSE AND COMMENTS REQUESTED: Public Information Requests: The Contractor's platform has a seamless interaction with GovQA FOIA for the collection and transfer of data relevant to FOIA requests.</p>	YES	Record content within ArchiveSocial can seamlessly be exported at any time, in standard industry formats such as HTML and PDF, and ingested by FOIA management applications such as GovQA.
4.B.3	<p>NOT REQUIRED, BUT RESPONSE AND COMMENTS REQUESTED: Disposition schedule: The Contractor's platform should allow the City to enter disposition schedules for posts and automatically dispose of records in accordance with those schedules.</p>	YES	ArchiveSocial supports retention rules that allow customers to schedule disposition of records. ArchiveSocial support for retention and disposition is unique among archiving vendors in that retention periods can be configured based on the specific content of a record as often required by government retention schedules. Additionally, retention periods can be configured an account level, department level, or global level.
4.B.4.a	<p>NOT REQUIRED, BUT RESPONSE AND COMMENTS REQUESTED: Administration and Technology: The System provides a mechanism for a user to self-initiate a password reset</p>	YES	ArchiveSocial's self service platform provides a mechanism for a user to self-initiate a password reset.
4.B.4.b	<p>NOT REQUIRED, BUT RESPONSE AND COMMENTS REQUESTED: Administration and Technology: The System provides a mechanism allowing authorized users to administer user accounts and limit accessibility level of user roles accounts their purview.</p>	YES	ArchiveSocial supports multiple roles, including System Administrators, Read-Only Administrators, and Social Media Account Owners, and provides a mechanism for administering roles. Furthermore, certain roles limit the accessibility level for users. For example, a Social Media Account Owner login restricts the archive to displaying only the subset of records belonging to the Account Owner.
4.B.4.c	<p>NOT REQUIRED, BUT RESPONSE AND COMMENTS REQUESTED: Administration and Technology: The System is browser agnostic, guaranteeing performance across various web browser platforms including: Edge Browser, Firefox, Chrome and Safari.</p>	YES	ArchiveSocial supports all widely used browser platforms.
4.B.4.d	<p>NOT REQUIRED, BUT RESPONSE AND COMMENTS REQUESTED: Administration and Technology: The System is platform agnostic, guaranteeing performance across various device platforms including: Windows, iOS and Android.</p>	YES	ArchiveSocial's platform is web based and supports all widely used browser platforms and operating systems.

CITY OF AUSTIN PURCHASING OFFICE
APPENDIX B, PRICE PROPOSAL FORM
SOLICITATION #: RFP 5900 ELF3001, CITYWIDE SOCIAL MEDIA ARCHIVING

APPENDIX B: PRICE PROPOSAL FORM

Term: Initial Term 36 Months (Year 1, 2, 3) with two additional 12 month options (Year 4, 5)

1. ARCHIVING AND MAINTENANCE

1.1 Year 1

Description	Year 1 Price	Detailed Breakdown (add a separate sheet if needed)
Archiving and Hosting Fees (please indicate how fees are calculated, whether by individual record, account, platform, or otherwise)	\$24,807.00	- 12 months archiving subscription for 30,000 records/month @\$1,999/month - 12 months of Open Archive (public facing searchable archive) @\$199/month - 12 months of Risk Management & Analytics @\$799/month TOTAL: \$35,964/year GRANDFATHERED PRICING (EFFECTIVE DISCOUNT): -\$11,157/year TOTAL DISCOUNTED PRICE: \$24,807/year
Maintenance Fees (If not included in contract costs)*	included in archiving subscription	
Third Party tools/licenses (If not included in contract cost)*	N/A	
Technical and User Support Fees (If not included in contract costs)*	included in archiving subscription	
Third Party system data privacy and security evaluation, such as SAS70, SSAE16 or SOC1/2 (If not included in contract costs)*	included in archiving subscription	
Disaster backup and recovery (If not included in contract costs)*	included in archiving subscription	
Other Costs (if required and not included in contract costs)*	N/A	
Year 1 Total	\$24,807.00	

*Indicate if cost is included elsewhere, and if so which line item it is included.

**Include a detailed breakdown of other specific costs not referenced above as a supplemental to the cost proposal. Such as: minor revision upgrades to the insalled system, major revision upgrades to the installed system, bug fix releases, product enhancement and new features

1.2 Year 2, Year 3, Year 4, Year 5

Description	Year 2 Price	Year 3 Price	Option One (Year 4) Price	Option Two (Year 5) Price
Archiving and Hosting Fees (please indicate how fees are calculated, whether by individual record, account, platform, or otherwise)	\$ 24,807.00	\$ 24,807.00	\$ 24,807.00	\$ 24,807.00
Maintenance Fees (If not included in contract costs)*	included in archiving subscription	included in archiving subscription	included in archiving subscription	included in archiving subscription
Third Party tools/licenses (If not included in contract cost)*	N/A	N/A	N/A	N/A
Technical and User Support Fees (If not included in contract costs)*	included in archiving subscription	included in archiving subscription	included in archiving subscription	included in archiving subscription
Third Party system data privacy and security evaluation, such as SAS70, SSAE16 or SOC1/2 (If not included in contract costs)*	included in archiving subscription	included in archiving subscription	included in archiving subscription	included in archiving subscription
Disaster backup and recovery (If not included in contract costs)*	included in archiving subscription	included in archiving subscription	included in archiving subscription	included in archiving subscription
Other Costs (if required and not included in contract costs)*	N/A	N/A		
Per Year Total	\$ 24,807.00	\$ 24,807.00	\$ 24,807.00	\$ 24,807.00

*Indicate if cost is included elsewhere, and if so which line item it is included.

**Include a detailed breakdown of other specific costs not referenced above as a supplemental to the cost proposal. Such as: minor revision upgrades to the installed system, major revision upgrades to the installed system, bug fix releases, product enhancement and new features

2. LICENSING/SEATS

Description	Year One (Initial Term) Price	Year Two (Initial Term) Price	Year Three (Initial Term) Price	Option One (Year 4) Price	Option Two (Year 5) Price
Licensing/Seats ***	Unlimited seats included in archiving subscription	Unlimited seats included in archiving subscription	Unlimited seats included in archiving subscription	Unlimited seats included in archiving subscription	Unlimited seats included in archiving subscription

***Per License/Seat Include information on licensing model and type of user licenses proposed (concurrent, per seat, etc.) as well as any quantity driven price breaks, if applicable. Provide a supplemental to the cost proposal detailing any additional information as well as other cost structures for future consideration.

3. INITIAL CONFIGURATION AND IMPLEMENTATION

Proposer must submit a detailed breakdown of services for the implementation if not included in Initial Term of item 1 above. Provide a supplemental to the cost proposal detailing the cost structure and any assumptions being made (hourly, per diem, etc.) as well as costs for future consideration.

Description	Price
Implementation Services*	Included in archiving subscription
Legacy Data migration and / or scrubbing (if not included in above)*	N/A
Training (if not included in above)*	Included in archiving subscription
Other Costs (if required and not included in above)**	N/A
Total Price	\$ -

*Indicate if cost is included elsewhere, and if so which line item it is included.

**Include a detailed breakdown of other specific costs not referenced above as a supplemental to the cost proposal. Such as: minor revision upgrades to the insalled system, major revision upgrades to the installed system, bug fix releases, product enhancement and new features

4. ADDITIONAL SERVICES (CUSTOMIZATION, USER EXPERIENCE CONSULTANT, AND LICENSING FEE)

Description	Year One (Initial Term) Price	Year Two (Initial Term) Price	Year Three (Initial Term) Price	Option One (Year 4) Price	Option Two (Year 5) Price
Customization*	Included in archiving subscription	Included in archiving	Included in archiving	Included in archiving	Included in archiving
User Experience Consultant**	Included in archiving subscription	Included in archiving subscription	Included in archiving subscription	Included in archiving subscription	Included in archiving subscription
Total Price	\$ -	\$ -	\$ -	\$ -	\$ -

*Fixed hourly rate for custom development requested by the City for software functionality not included in the base software licensing agreement for years one through five. Provide a supplemental to the cost proposal detailing any additional information as well as other cost structures for future consideration.

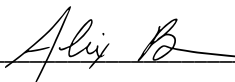
**Fixed hourly rate for User Experience Consultant. Provide a supplemental to the cost proposal detailing any additional information as well as other cost structures for future consideration.

5. ADDITIONAL COSTS (COSTS INVOLVED WITH YOUR PROPOSAL NOT COVERED IN THE SECTION ABOVE)

Include a detailed breakdown of other specific costs not referenced above on a separate sheet. Any customization or 3rd party software, or any packaged hardware referenced in the response to Requirements

Description
N/A - all costs included in archiving subscription price

COMPANY NAME: ____ArchiveSocial, Inc.____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____


PRINTED NAME: ____Alix Bowman____

EMAIL ADDRESS: __alix.bowman@archivesocial.com

PHONE: ____ (919) 410-6973 ____



Appendix C: Additional Context Regarding Customer References

Below we have provided additional context for the customer references provided in Section 1.4. We strongly encourage the City to speak with each of our customer references.

City of Wentzville, MO

The City of Wentzville, MO originally chose ArchiveSocial for their social media archiving and was a customer from 2014 through 2016. In 2016, Wentzville switched to a competing archiving vendor (PageFreezer) due to a partnership and product integration between the vendor and GovQA, and a perceived cost savings. After experiencing the differences in the two social media archiving solutions in practice, Wentzville elected to switch back to ArchiveSocial in 2018 for their social media archiving.

Morris County, NJ

Morris County, NJ originally selected a competing social media archiving vendor (PageFreezer) and is also a current GovQA customer. Despite their use of GovQA to fulfill OPRA requests, and the product integration between PageFreezer and GovQA, Morris County felt that ArchiveSocial would more appropriately fulfill the County's social media archiving needs and switched to ArchiveSocial in 2017.

Grant County, WA

Grant County, WA originally chose ArchiveSocial for their social media archiving and was a customer from 2013 through 2015. In 2015, Grant County switched to Smarsh in order to consolidate their approach to social media archiving with their archiving approach for other content types. In 2017, after facing challenges with producing records of their social media, Grant County elected to return to ArchiveSocial for their social media archiving needs.

Town of Castle Rock, CO

Town of Castle Rock, CO is simultaneously an existing Smarsh customer and a new ArchiveSocial customer. The agency recently purchased ArchiveSocial in February 2018 despite having an existing contract with Smarsh for social media archiving.

Executive Office of the President

The Executive Office of the President used ArchiveSocial in 2017 to capture the official presidential record of the entire social media history of the Obama Administration. In 2018, the Executive Office of the President purchased an ongoing subscription of ArchiveSocial. Although the details of our contract are protected by confidentiality requirements, the Executive Office of the President is able to serve as a reference of past performance.



City of Chicago, IL

The City of Chicago has been an ArchiveSocial customer since 2015. Previously they used Actiance (now merged with Smarsh) for social media archiving.



**ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS**

Solicitation: RFP 5900 ELF3001

Addendum No: 1

Date of Addendum: 01/29/19

This addendum is to incorporate the following changes, questions and answers to the above referenced solicitation.

I. Questions and Answers:

I.1 Question:

My question is regarding the RFP. Is it for software for your agency to use to collect Social Media and Web data? Or is the RFP for a company to do this as a service for you guys?

Answer:

The City of Austin is looking for a SaaS (Software as a Service).

I.2 Question:

Whether companies from Outside USA can apply for this?

Answer:

Yes.

I.3 Question:

Whether we need to come over there for meetings?

Answer:

Not for all meetings, but some on-site visits would be preferred.

I.4 Question:

Can we perform the tasks (related to RFP) outside USA?

Answer:

Yes.

I.5 Question:

Can we submit the proposals via email?

Answer:

No.

II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: Elisa Folco
Elisa Folco, Procurement Specialist IV
Purchasing Office, 512-974-1421

01/29/19
Date

Acknowledged By:

A handwritten signature in black ink, appearing to read "Alix B".

Alix Bowman, Director of Customer Experience, ArchiveSocial

Revised 12/13/2015



**ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS**

Solicitation: RFP 5900 ELF3001

Addendum No: 2

Date of Addendum: 02/11/19

This addendum is to incorporate the following changes, questions and answers to the above referenced solicitation.

I. Questions and Answers:

I.1 Question:

SOW Section 4.1.A requires archiving of “all” content from networks including Facebook and Twitter. In light of the privacy controversies that erupted in 2018 involving social networking platforms, we would like to clarify the requirement for both Facebook and Twitter. Specifically:

Regarding Facebook - In April 2018, in response to the Cambridge Analytica data breach, Facebook restricted all third party access to key data sets including Facebook groups and private messaging, and then later selectively reinstated access based on a strict approval process. Note that Facebook has yet to re-enable access to “all” data on Facebook. How will the City vet each vendor’s ability and approval to access available data from Facebook? Will proof of approval for all relevant and available data access permissions from Facebook be a requirement in the RFP?

Regarding Twitter - Term I.C.3 in the Twitter Developer Agreement requires that all consumers of Twitter data, including compliance and archiving vendors, to delete certain data in respect of user privacy. Given that the requirement is directly relevant to the City’s desire to preserve all Twitter data, how does the City plan to assess each vendor’s approach to this requirement? In particular, since violation of term I.C.3. can lead to an immediate suspension of a vendor’s access to Twitter data, will the RFP require that all vendors demonstrate adherence to the platform policy?

Answer:

The City of Austin understands the limitations Facebook and Twitter have placed on third party vendors and will evaluate each vendor based on their capacity to retain as much of the data as possible. The City will work to fill any retention gaps created by these limitations to ensure compliance with open records law.

I.2 Question:

Are the “not required, but response and comments requested” questions in SOW Section 4.B informational only or will they affect the scoring of the proposal? If they will affect scoring, how will these questions specifically impact the evaluation factors listed in the scoring in Section 0600?

Answer:

The “not required, but response and comments requested” will be informational only and will not affect the scoring of the proposal.

I.3 Question:

Regarding Evaluation Factor No. 5, Local Business Presence: Will points be awarded to vendors and/or resellers with a local presence in Austin, Texas, but who are subcontracting the social media archiving service (including development, operations, and customer service) to a business without a local business presence?

Answer:

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

I.4 Question:

Will any preference be provided to submissions where the contractor or subcontractor directly responsible for providing the social media archiving service is a United States Corporation? Will the City consider submissions where the contractor or subcontractor directly responsible for providing the social media archiving service is a foreign Corporation and/or where greater than 50% of company operations reside outside of the US?

Answer:

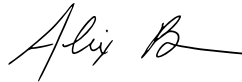
The location of the company will not factor into the City's decision.

II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: Elisa Folco
Elisa Folco, Procurement Specialist IV
Purchasing Office, 512-974-1421

02/11/19
Date

ACKNOWLEDGED BY:



Alix Bowman, Director of Customer Experience
ArchiveSocial



**ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS**

Solicitation: RFP 5900 ELF3001

Addendum No: 3

Date of Addendum: 02/15/19

This addendum is to incorporate the following changes, questions and answers to the above referenced solicitation.

I. Questions and Answers:

- I.1 Question:
How many social media accounts in total are required to be archived?

Answer:
The City of Austin has about 245 social media accounts right now, though that number does change – with departments deactivating and adding accounts somewhat regularly. That number only includes xx platforms. The City has multiple accounts on other such platforms as Nextdoor and Reddit, and would be interested to see solutions for archiving such content. That list can be found in the Scope of Work, Section B.1.

- I.2 Question:
Does the City of Austin have a solution in place for email, website and/or text message archiving, and if so, what is being used?

Answer:
Yes. For email, the City uses Microsoft Office 356; for websites, Drupal; and for texts, we have various policies for staff.

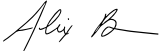
- I.3 Question:
In regards to the evaluation factors, what is the difference between item #2 - Requirements for Social Media Archiving, and item #7, Social Media Platforms and Content Archiving?

Answer:
Requirements for Social Media Archiving refers to Appendix A. While some of the evaluation criteria refer to specific sections, like Social Media Platforms and Content refers to 4.A.1.a., Requirements for Social Media Archiving is meant to capture all the other requirements not expressly laid out in the Evaluation Factors.

II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: Elisa Folco
Elisa Folco, Procurement Specialist IV
Purchasing Office, 512-974-1421

02/11/19
Date

ACKNOWLEDGED BY: 
Alix Bowman, Director of Customer Experience,
ArchiveSocial

Revised 12/13/2015

CITY OF AUSTIN PURCHASING OFFICE
APPENDIX A, REQUIREMENTS FOR SOCIAL MEDIA ARCHIVING
SOLICITATION #: RFP 5900 ELF3001, CITYWIDE SOCIAL MEDIA ARCHIVING

Please populate cells C (required), D (if applicable)

If needed, separate documentation can be attached to proposal to assist in providing a response to a requirement. If separate documentation is submitted, vendor must reference the exact document name and section in cell D (Comments) for each requirement.

SOW Section	Requirement Description	Vendor Response: <u>YES or NO</u> YES = Meets Requirements NO = Does Not Meet Requirements	Vendor Response: Comments (not required)
ORGANIZATION OF REQUIREMENTS FOR SOCIAL MEDIA ARCHIVING SERVICE			
4.A.1	Archive all content for the following social media platforms in real or near-real time : Twitter, Facebook, Instagram, YouTube, Flickr, Pinterest, LinkedIn, Tumblr, Vimeo, Periscope	YES	ArchiveSocial comprehensively captures communications sent and received across Facebook, Twitter, Instagram, Youtube, Vimeo, Periscope, Pinterest, Flickr, and LinkedIn in near-real-time (within seconds or minutes). These records are captured by interfacing directly with each platform's corresponding Application Programming Interface (API). This approach ensures that ArchiveSocial captures the entire electronic record in native format, complete with all technical metadata exposed by the social networking platform. To the extent that the City is comfortable with web-based capture of content, Tumblr will be captured using ArchiveSocial's new Web Snapshots feature set which is incorporated within the social media archiving platform.
4.A.1.a	All content referenced above includes, but is not limited to: <ul style="list-style-type: none"> • Photos/Images • Comments (ours and others') • Reactions (ours and others') • Responses (ours and others') • Direct Messages (ours and others') • Live broadcasts • Disappearing content (like Instagram stories) • Metadata 	YES	ArchiveSocial captures complete social media conversations, including nested comment replies and private messaging. ArchiveSocial also captures complex multimedia embedded within records including multiple photo/video attachments, emojis, stickers, and live streamed videos. It is important to note that social networking platforms continually make changes and introduce new features, and occasionally provide inconsistent data through API feeds. ArchiveSocial mitigates these challenges by employing a continuous API verification algorithm that automatically re-verifies and updates the entire archived history of each social media account on an ongoing basis. In direct side-by-side comparisons, we have been able to consistently prove that our approach to social media capture is more comprehensive, reliable, and complete than other archiving vendors who leverage the same social networking APIs. ArchiveSocial provides limited but appropriate capture of reactions, such as Facebook likes, to align with the guidance from public records bodies across the country who have consistently designated such information as transitory.
4.A.1.b	Real or near-real time referenced above involves using the platforms' API or other suitable Web Service to capture indexed, searchable content immediately or within an hour of posting.	YES	ArchiveSocial captures social media content at the highest frequency available, per API rate limit restrictions, on each social networking platform. On platforms such as Facebook, ArchiveSocial captures the majority of new content in real-time, immediately as it is posted and provided to ArchiveSocial. In all other cases, ArchiveSocial captures new, current communications in near-real-time -- within seconds or minutes -- of the content being posted. Finally, in cases where historical conversations are modified or updated, and the network provides no such notification of that change (i.e. an edit to a comment that is three years old on Instagram), it may take longer to capture. However, in those circumstances, ArchiveSocial is able to detect and capture content that the majority of other archiving vendors are simply not capturing at all.
4.A.2.a	Risk Management: Contractor has the ability to send automated alerts to administrators of relevant accounts, notifying them of questions posted to accounts, as well as use of any flagged words, phrases, or sentiments identified by the administrators.	YES	ArchiveSocial offers a Risk Management and Analytics (RMA) add-on product that is uniquely designed for the public information use case. The City of Austin was an active participant in the beta development program for RMA and provided ongoing feedback that substantially impacted the design and functionality of the product. RMA provides near-real-time notifications of questions posted to social media accounts to assist the City with ensuring a high degree of responsiveness. Additionally, RMA provides automated alerts for specified words and phrases, inappropriate content, public safety related information, and personally identifiable information. The system comes pre-configured with "best practice" keyword dictionaries specifically relevant to public sector use cases. RMA is fully configurable, allowing relevant alerts to be configured for each of the various accounts and departments, and ensuring that alerts are routed to the appropriate admins. Finally, RMA includes a reporting and analytics feature set that tracks citizen sentiment, highlights conversations with a strong emotional response from citizens, and determines the most vocal citizens interacting with the City's social media. The sentiment analysis provided within RMA is powered by IBM Watson.
4.A.2.b	Risk Management: The System provides a mechanism for sending email notifications, without user intervention, based on preset criteria.	YES	See previous response for 4.A.2.a.

4.A.2.c	Risk Management: Provide and implement risk mitigation measures, contingency plans and disaster recovery plans as high-priority risks are identified and monitored	YES	<p>All data is stored within enterprise-grade cloud infrastructure which is SOC 3-compliant and rated as FISMA Moderate. All data is stored within the United States. Data is encrypted with 256-bit AES encryption at all times, including at transmittal and at rest. Record data cannot be modified within the application. Access to customer data by ArchiveSocial staff is restricted by role and requires multi-factor authentication.</p> <p>All content data is available for restore to a 5-minute point in time instance over a 30 day rolling window equivalent to 288 backups per day or 8,640 backups per month. Monthly backups are retained for at least 12 months. All backups are stored at 11 9's of durability for point-in-time recovery. Backups are located in geographically diverse cloud data centers within the United States.</p>
4.A.3.a	Records: The Contractor's platform allows administrators on the archiving account to search, retrieve, and export any and all records the Contractor retains on behalf of the City.	YES	<p>ArchiveSocial provides a web-based user interface that is 100% self service and provides easy access to all features for viewing, searching, and exporting records. The user interface replays social media timelines in a manner that mirrors the social network, supports sophisticated search capabilities for locating records across the entire archive, and provides the ability to export all record data out of the system. In all cases, the user interface displays records with full version history and provides the ability to reconstruct the original thread/conversation that the record belongs to.</p> <p>The ArchiveSocial search engine supports a wide variety of search criteria including keywords, phrases, date ranges, content types, social networking accounts, and conversation participants (to/from information). Furthermore, once a search is performed, ArchiveSocial automatically categorizes search results and allows for instant filtering to help locate and identify content relevant to a records request. The search interface prioritizes and highlights the most relevant versions of a record when a record has multiple versions due to edits.</p> <p>Finally, ArchiveSocial will automatically reconstruct social media conversations when generating PDF and HTML exports. For example, a search might generate 1000 separate posts, comments, and replies that actually comprise 200 unique conversations. The export generated by ArchiveSocial will automatically recombine the related results into the 200 unique conversations, include other related comments, and highlight the matches. ArchiveSocial's ability to reconstruct social media in this manner is unmatched in the industry but is critical for ensuring that exports can be understood and utilized in response to a records request.</p>
4.A.3.b	Records: Solution provides a process for secure disposal of data when requested by COA.	YES	ArchiveSocial allows users to set custom retention rules for the secure disposition of data.
4.A.3.c	Records: The solution provides a complete copy of hosted data using comma separated view (CSV) format or other agreed to and usable formats in the event of contract termination with 30 days of the request.	YES	The City may export its entire archive data at any time during the term of service. In addition the City may export the archive up to 30 days after termination of service. The export includes the complete electronic record with metadata, a rendering of the content, custom metadata, indexes, and all supporting multimedia and attachments. This export is available in CSV, PDF, and HTML formats.
4.A.3.d	Records: The solution provides online access to the current year plus unlimited previous years of all types of data retained in the system, and provides archive capabilities thereafter for inactive historical records. The solution provides a method to retrieve archived records back into active state.	YES	By default, ArchiveSocial preserves and provides access to all records captured by the system regardless of age. Social media accounts no longer in use by the agency can be set to historical status, where the records from those accounts remain accessible to search and export from the user interface.
4.A.3.e	Records: The system prevents the loss or unauthorized deletion of records before the expiration of their retention period as authorized by an approved records control schedule or with the written permission of the Texas State Library and Archives Commission. Texas Local Government Records Act §202.001(a).	YES	ArchiveSocial support for retention and disposition is unique among archiving vendors in that retention periods can be configured based on the specific content of a record as often required by government retention schedules. Additionally, retention periods can be configured on an account level, department level, or global level.
4.A.3.f	Records: The system prevents the unauthorized alteration of records before the expiration of their retention period. The system provides logs or audit trails that document edits and views of records. This is a requirement for information	YES	All data is stored within enterprise-grade cloud infrastructure which is SOC 3-compliant and rated as FISMA Moderate. All data is stored within the United States. Data is encrypted with 256-bit AES encryption at all times, including at transmittal and at rest. Record data cannot be modified within the application. Access to customer data by ArchiveSocial staff is restricted by role and requires multi-factor authentication. ArchiveSocial can not be used to edit records at any time. Deletion of records can only occur through the use of retention rules or through written authorization to ArchiveSocial. ArchiveSocial retains a log of dispositions. User based logins are tracked.
4.A.3.g	Records: The system provides systematic deletion of records upon expiration of their retention period as authorized by an approved records control schedule or with the written permission of the Texas State Library and Archives Commission. Texas Local Government Records Act §202.001(a) and §201.003(16), Austin City Code §2-11-11. Sufficient metadata must be present to identify records eligible for disposition based on defined triggering events and dates.	YES	ArchiveSocial allows users to set custom retention rules for the secure disposition of data, and supports the systematic deletion of records upon expiration of their retention period according to the relevant metadata and triggering events.

4.A.3.h	Records: The system ensures records are retrievable and available until the expiration of their approved retention period. Texas Local Government Records Act §205.008(b). Records stored on contractor, outsourced, cloud, or hosted platforms remain the property and responsibility of the City. When contacted by an authorized City employee or when the contract ends or is terminated, contractors must deliver records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost. Austin City Code §2-11-15.	YES	ArchiveSocial ensures that records are retrievable and available until the expiration of their approved and configured retention period. Our standard agreements allow agencies to retrieve a full export of their own data up to 30 days after they have canceled service with us at no additional cost. The export includes the complete electronic record with metadata, a rendering of the content, custom metadata, indexes, and all supporting multimedia and attachments. This export is available in CSV, PDF, and HTML formats.
4.A.3.i	Records: Until expiration of retention period, hardware and software must be available to access records and sufficient metadata must be present to facilitate timely retrieval of records. Contracts with hosted solution providers must specify the contractor's duties with respect to management of records as required by Austin City Code §2-11-15. The system ensures retention of specific records – even if their retention period has expired – if they are the subject of known or reasonably anticipated litigation, public information request, audit or other legal action. Texas Local Government Records Act §202.002, Austin City Code § 2-11-11. The system maintains a log of litigation and other holds allowing release of holds after resolution of litigation, audit, or public information requests.	YES	By default, ArchiveSocial retains all records indefinitely. However, if retention rules are configured to allow for record disposition, a litigation hold can be applied to individual records to prevent those records from being disposed. For example, once the relevant records are located with a search query, the litigation hold can be applied to all records matching the query. At the appropriate time, the litigation hold can be lifted to allow the affected records to be disposed.
4.A.3.j	Records: The system creates records/logs of destruction activity. Texas Local Government Records Act §203.046, Austin City Code §2-11-11. Destruction logs must: (a) show a minimal set of metadata sufficient to uniquely identify the records purged; (b) show who approved and who executed the destruction, and the dates on which these events took place; (c) reflect compliance with an approved, written standard operating procedure; and (d) be retained permanently	YES	For each disposed record ArchiveSocial retains the content type, social media network, the record ID on the social media network, the account ID on the social media network, the date and time the record was created on the social media network, the date and time the record was removed from the archive, the disposition rule that generated the disposition and the user who initiated the disposition rule.
4.A.4	Edits: The Contractor's platform shall automatically capture a record of any edits made by administrators to posts or interactions on archived accounts.	YES	ArchiveSocial automatically detects and captures edits across all supported social networking platforms in native format, despite the fact that the majority of social networks do not provide vendors with an API feed or notification of edits. This is a significant advantage over vendors who capture edits on specific networks only, based on the notifications provided by the network. Version history is available on all records in the user interface, and the system automatically annotates edited records so that they can be located instantly with a built-in search. Furthermore, the system automatically prioritizes and highlights the most relevant version of a record in a search.
4.A.5.a	Adaptation: The Contractor is expected to maintain and update the platform based on changes to social platforms, APIs and relevant needs expressed by the City and other clients.	YES	ArchiveSocial's Product Team monitors mandatory API changes as well as new functionality for each social media network. Customers can make feature requests through our Customer Success team.
4.A.5.b	Adaptation: The solution supports future releases of the application without rendering the archived data unusable or provides an upgrade script to convert archived data to supported format.	YES	ArchiveSocial is a software-as-a-service application and is frequently updated and enhanced. The system ensures that all archived data remains usable and accessible as the application as updated.
4.A.5.c	Adaptation: Correct defects found as a result of testing efforts and record all defect in a Defects Log.	YES	There are two types of errors we generally experience: 1) Errors generated by the social networking APIs, 2) Inconsistencies in the data provided by social networking APIs. 1: When an error is generated by the social networking API, the system determines if the error can be corrected by a user (e.g. it's due to a password change) and immediately notifies the associated user in our system. If the error is a technical error related to the social networking platform, the system will retry the request and notify our Operations Team to monitor the issue with the platform until it is resolved. 2: ArchiveSocial detects inconsistencies in the data provided by the social networking APIs by continuously re-verifying the entire history of each social media account and applying complex checksums. Inconsistencies are then handled by ensuring capture of distinct data and leveraging proprietary algorithms to resolve duplicates and display accurate edits to the user. ArchiveSocial's ability to continually verify and update records in an authentic manner (i.e. without web scraping) provides a material capture advantage over competing products. All defects are recorded in an issue tracking system.

4.A.6	Design: The Contractor's platform should have a functional administrative interface that allows for easy access to and management of the City's archived records.	YES	The user interface is 100% self service and provides easy access to all features for viewing, searching, and exporting records. On average, ArchiveSocial customers are able to log in for the first time and begin archiving the primary social media accounts for the agency in under 10 minutes without any assistance from customer support or IT.
4.A.7.a	Customer Service: The Contractor shall provide same-day customer service and troubleshooting during normal work days and hours (8 a.m. to 5 p.m. in the Contractor's home Time Zone). Otherwise, the Contractor commits to responding to any request for assistance within 24 hours. This should continue through the duration of the contract.	YES	Customer support is available by email and phone during normal business days from 8:30am to 5:30pm ET. During these hours, the average response time is under 15 minutes and average resolution time is under one hour. We utilize Net Promoter Score (NPS) as an industry-standard customer satisfaction metric. Our aggregate NPS for 2018 was a score of 78 on a scale of -100 to 100.
4.A.7.b	Customer Service: Provide a Project Manager (PM) to represent the Vendor in the management of the Project, interfacing with the City Project Manager (PM) in any decisions relating to the Project.	YES	A United States-based Customer Success Manager is provided to each customer at no additional cost. The Customer Success Manager conducts initial on-boarding and trainings, and is available to provide assistance as needed. Additionally, a detailed online knowledge bank is provided, and our customer success team is available via phone and email.
4.A.8.a	Administration and Technology: The Contractor's platform supports multiple accounts across each social media platform and 20 administrators to manage department accounts within the archiving service.	YES	ArchiveSocial leverages enterprise-grade cloud infrastructure and is the #1 provider of social media archiving for large-scale government entities. ArchiveSocial supports unlimited admins and accounts. Two prominent examples of the scalability of the system include 1) The New York City archive, which contains more than 350 social media sites and 4+ million records, and 2) The assistance we provided the White House in which we archived more than 10 million records across the 8-year Obama presidency in under 8 weeks.
4.A.8.b	Administration and Technology: The System provides a mechanism for administering role-based permissions and row level user access controls.	YES	ArchiveSocial supports multiple roles, including System Administrators, Read-Only Administrators, and Social Media Account Owners, and provides a mechanism for administering user roles.
4.A.8.c	Administration and Technology: The System provides application features/accessibility solely via a cloud-based environment.	YES	ArchiveSocial is a software-as-a-service application and is hosted entirely in the cloud. There is no software installation or IT deployment required. The web-based user interface is 100% self service and provides easy access to all features for viewing, searching, and exporting records.
4.A.8.d	Administration and Technology: The application provides the capability to generate reports and define views easily without the assistance of the IT department	YES	The user interface is 100% self service and provides easy access to all features for viewing, searching, and exporting records. On average, ArchiveSocial customers are able to log in for the first time and begin archiving the primary social media accounts for the agency in under 10 minutes without any assistance from customer support or IT.
4.A.8.e	Administration and Technology: The application provides Web-enabled components to meet the Rehabilitation Act of 1973 Section 503, W3C and industry standards for graphics and design; speed; reliability; and security for dynamic content and user interaction.	YES	
4.A.8.f	Administration and Technology: The application provides standardized data extraction functions or Application Program Interface (API) to allow import and export of data to/from other systems.	YES	All record data is available for export in standardized formats via ArchiveSocial's web interface.
4.A.8.g	Administration and Technology: The system meets Web Accessibility standards including, but not limited to, ability to support ADA and compliant with Section 508 of the Federal Rehabilitation Act (see c). Web based applications must be ADA compliant following the specifications of c. If compliance is not possible, reasonable alternatives may be considered.	YES	
4.A.8.h	Administration and Technology: Solution securely transmits data over public networks.	YES	All data is stored within enterprise-grade cloud infrastructure which is SOC 3-compliant and rated as FISMA Moderate. All data is stored within the United States. Data is encrypted with 256-bit AES encryption at all times, including at transmittal and at rest. Record data cannot be modified within the application. Access to customer data by ArchiveSocial staff is restricted by role and requires multi-factor authentication.
4.A.8.i	Administration and Technology: Validate the system for compliance with the Security Requirements	YES	All data is stored within enterprise-grade cloud infrastructure which is SOC 3-compliant and rated as FISMA Moderate. All data is stored within the United States. Data is encrypted with 256-bit AES encryption at all times, including at transmittal and at rest. Record data cannot be modified within the application. Access to customer data by ArchiveSocial staff is restricted by role and requires multi-factor authentication. ArchiveSocial conducts at least one audit per year through an external Security Company.
4.A.9.a	Public Portal: The database should be able to be embedded via an iFrame.	YES	In 2013, ArchiveSocial and the City of Austin launched the world's first Open Archive of a City's social media communication. The existing archive is available at http://www.austintexas.gov/page/social-media-archive and demonstrates the ability to present the content within an iFrame.
4.A.9.b	Public Portal: The Contractor's platform should differentiate between live content and content that is staged/unlisted (i.e. unlisted YouTube videos) for the purposes of archiving and public search.	YES	The Open Archive can be configured to allow only certain records to be publicly available. As an example, a majority of our customers omit private messaging from their Open Archives. We are also able to selectively include or exclude specific departments, users, and social media accounts. Staged/unlisted content can be excluded from the Open Archive via our tagging functionality.

4.A.9.c	Public Portal: If a searchable public portal isn't available, the Contractor must provide a well-documented application program interface or other means to develop a searchable and publicly-accessible archive.	YES	See response to 4.A.9.a.
4.A.10	Training: Provide a formal Project Team Training Plan to document City Project Team training requirements	YES	A United States-based Customer Success Manager is provided to each customer at no additional cost. The Customer Success Manager conducts initial on-boarding and trainings, and is available to provide assistance as needed. Additionally, a detailed online knowledge bank is provided, and our customer success team is available via phone and email.
4.B.1	NOT REQUIRED, BUT RESPONSE AND COMMENTS REQUESTED: Archiving all content (including, but not limited to, comments, reactions, responses, and messages) for the following social media platforms: Reddit, Nextdoor, Slack, Google Plus, Google Photos, MailChimp, Survey Monkey, PublicInput.com, Engagement HQ (bangthetable.com), Yelp, Issuu, Wordpress, Blogspot, Meetup, PublicArtArchive, WorldCat, Wakelet, Picasaweb, Soundcloud, and Eventbrite		Support for archiving Nextdoor is planned for 2019. Nextdoor has publicly disclosed a plan to provide API access to their data in 2019 with the specific intent of developing an API integration with ArchiveSocial. It is worth noting that other archiving vendors have been marketing an existing capability to archive Nextdoor. We strongly urge the City to speak with Nextdoor to verify these claims as, to our knowledge, no archiving vendor is currently able or permitted to do so. The City may consider capturing content on other platforms such as Reddit, Slack, Google Photos, MailChimp, Survey Monkey, PublicInput.com, Engagement HQ (bangthetable.com), Yelp, Issuu, Wordpress, Blogspot, Meetup, PublicArtArchive, WorldCat, Wakelet, Picasaweb, Soundcloud, and Eventbrite by leveraging web capture technology. It is important to recognize that web capture technology is inherently limited in its ability to capture social media content, as content must be periodically scraped and the native electronic record (with metadata) is typically unavailable via a platform's web interface. Web capture technology can only provide a partial capture of social media records. Nonetheless, if the City is interested in capturing content on the platforms listed above to whatever extent possible, it can leverage ArchiveSocial's new Web Snapshots feature set which is incorporated within the social media archiving platform.
4.B.2	NOT REQUIRED, BUT RESPONSE AND COMMENTS REQUESTED: Public Information Requests: The Contractor's platform has a seamless interaction with GovQA FOIA for the collection and transfer of data relevant to FOIA requests.	YES	Record content within ArchiveSocial can seamlessly be exported at any time, in standard industry formats such as HTML and PDF, and ingested by FOIA management applications such as GovQA.
4.B.3	NOT REQUIRED, BUT RESPONSE AND COMMENTS REQUESTED: Disposition schedule: The Contractor's platform should allow the City to enter disposition schedules for posts and automatically dispose of records in accordance with those schedules.	YES	ArchiveSocial supports retention rules that allow customers to schedule disposition of records. ArchiveSocial support for retention and disposition is unique among archiving vendors in that retention periods can be configured based on the specific content of a record as often required by government retention schedules. Additionally, retention periods can be configured an account level, department level, or global level.
4.B.4.a	NOT REQUIRED, BUT RESPONSE AND COMMENTS REQUESTED: Administration and Technology: The System provides a mechanism for a user to self-initiate a password reset	YES	ArchiveSocial's self service platform provides a mechanism for a user to self-initiate a password reset.
4.B.4.b	NOT REQUIRED, BUT RESPONSE AND COMMENTS REQUESTED: Administration and Technology: The System provides a mechanism allowing authorized users to administer user accounts and limit accessibility level of user roles accounts their purview.	YES	ArchiveSocial supports multiple roles, including System Administrators, Read-Only Administrators, and Social Media Account Owners, and provides a mechanism for administering roles. Furthermore, certain roles limit the accessibility level for users. For example, a Social Media Account Owner login restricts the archive to displaying only the subset of records belonging to the Account Owner.
4.B.4.c	NOT REQUIRED, BUT RESPONSE AND COMMENTS REQUESTED: Administration and Technology: The System is browser agnostic, guaranteeing performance across various web browser platforms including: Edge Browser, Firefox, Chrome and Safari.	YES	ArchiveSocial supports all widely used browser platforms.
4.B.4.d	NOT REQUIRED, BUT RESPONSE AND COMMENTS REQUESTED: Administration and Technology: The System is platform agnostic, guaranteeing performance across various device platforms including: Windows, iOS and Android.	YES	ArchiveSocial's platform is web based and supports all widely used browser platforms and operating systems.

CITY OF AUSTIN PURCHASING OFFICE
APPENDIX B, PRICE PROPOSAL FORM
SOLICITATION #: RFP 5900 ELF3001, CITYWIDE SOCIAL MEDIA ARCHIVING

APPENDIX B: PRICE PROPOSAL FORM

Term: Initial Term 36 Months (Year 1, 2, 3) with two additional 12 month options (Year 4, 5)

1. ARCHIVING AND MAINTENANCE

1.1 Year 1

Description	Year 1 Price	Detailed Breakdown (add a separate sheet if needed)
Archiving and Hosting Fees (please indicate how fees are calculated, whether by individual record, account, platform, or otherwise)	\$24,807.00	records/month @\$1,999/month - 12 months of Open Archive (public facing searchable archive) @\$199/month - 12 months of Risk Management & Analytics @\$799/month TOTAL: \$35,964/year GRANDFATHERED PRICING (EFFECTIVE DISCOUNT): -\$11,157/year TOTAL DISCOUNTED PRICE: \$24,807/year
Maintenance Fees (If not included in contract costs)*	included in archiving subscription	
Third Party tools/licenses (If not included in contract cost)*	N/A	
Technical and User Support Fees (If not included in contract costs)*	included in archiving subscription	
Third Party system data privacy and security evaluation, such as SAS70, SSAE16 or SOC1/2 (If not included in contract costs)*	included in archiving subscription	
Disaster backup and recovery (If not included in contract costs)*	included in archiving subscription	
Other Costs (if required and not included in contract costs)*	N/A	
Year 1 Total	\$24,807.00	

*Indicate if cost is included elsewhere, and if so which line item it is included.

**Include a detailed breakdown of other specific costs not referenced above as a supplemental to the cost proposal.
Such as: minor revision upgrades to the insalled system, major revision upgrades to the installed system, bug fix releases, product enhancement and new features

1.2 Year 2, Year 3, Year 4, Year 5

Description	Year 2 Price	Year 3 Price	Option One (Year 4) Price	Option Two (Year 5) Price
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Archiving and Hosting Fees (please indicate how fees are calculated, whether by individual record, account, platform, or otherwise)	\$ 24,807.00	\$ 24,807.00	\$ 24,807.00	\$ 24,807.00
Maintenance Fees (If not included in contract costs)*	included in archiving subscription	included in archiving subscription	included in archiving subscription	included in archiving subscription
Third Party tools/licenses (If not included in contract cost)*	N/A	N/A	N/A	N/A
Technical and User Support Fees (If not included in contract costs)*	included in archiving subscription	included in archiving subscription	included in archiving subscription	included in archiving subscription
Third Party system data privacy and security evaluation, such as SAS70, SSAE16 or SOC1/2 (If not included in contract costs)*	included in archiving subscription	included in archiving subscription	included in archiving subscription	included in archiving subscription
Disaster backup and recovery (If not included in contract costs)*	included in archiving subscription	included in archiving subscription	included in archiving subscription	included in archiving subscription
Other Costs (if required and not included in contract costs)*	N/A	N/A		
Per Year Total	\$ 24,807.00	\$ 24,807.00	\$ 24,807.00	\$ 24,807.00

*Indicate if cost is included elsewhere, and if so which line item it is included.

**Include a detailed breakdown of other specific costs not referenced above as a supplemental to the cost proposal. Such as: minor revision upgrades to the installed system, major revision upgrades to the installed system, bug fix releases, product enhancement and new features

2. LICENSING/SEATS

Description	Year One (Initial Term) Price	Year Two (Initial Term) Price	Year Three (Initial Term) Price	Option One (Year 4) Price	Option Two (Year 5) Price
Licensing/Seats ***	Unlimited seats included in archiving subscription	Unlimited seats included in archiving subscription	Unlimited seats included in archiving subscription	Unlimited seats included in archiving subscription	Unlimited seats included in archiving subscription

***Per License/Seat Include information on licensing model and type of user licenses proposed (concurrent, per seat, etc.) as well as any quantity driven price breaks, if applicable. Provide a supplemental to the cost proposal detailing any additional information as well as other cost structures for future consideration.

3. INITIAL CONFIGURATION AND IMPLEMENTATION

Proposer must submit a detailed breakdown of services for the implementation if not included in Initial Term of item 1 above. Provide a supplemental to the cost proposal detailing the cost structure and any assumptions being made (hourly, per diem, etc.) as well as costs for future consideration.

Description	Price
Implementation Services*	Included in archiving subscription
Legacy Data migration and / or scrubbing (if not included in above)*	N/A

Training (if not included in above)*	Included in archiving subscription
Other Costs (if required and not included in above)**	N/A
Total Price	\$ -

*Indicate if cost is included elsewhere, and if so which line item it is included.

**Include a detailed breakdown of other specific costs not referenced above as a supplemental to the cost proposal. Such as: minor revision upgrades to the installed system, major revision upgrades to the installed system, bug fix releases, product enhancement and new features

4. ADDITIONAL SERVICES (CUSTOMIZATION, USER EXPERIENCE CONSULTANT, AND LICENSING FEE)

Description	Year One (Initial Term) Price	Year Two (Initial Term) Price	Year Three (Initial Term) Price	Option One (Year 4) Price	Option Two (Year 5) Price
Customization*	Included in archiving subscription	Included in archiving subscription	Included in archiving subscription	Included in archiving subscription	Included in archiving subscription
User Experience Consultant**	Included in archiving subscription	Included in archiving subscription	Included in archiving subscription	Included in archiving subscription	Included in archiving subscription
Total Price	\$ -	\$ -	\$ -	\$ -	\$ -

*Fixed hourly rate for custom development requested by the City for software functionality not included in the base

**Fixed hourly rate for User Experience Consultant. Provide a supplemental to the cost proposal detailing any additional information as well as other cost structures for future consideration.

5. ADDITIONAL COSTS (COSTS INVOLVED WITH YOUR PROPOSAL NOT COVERED IN THE SECTION ABOVE)

Include a detailed breakdown of other specific costs not referenced above on a separate sheet. Any customization or 3rd party software, or any packaged hardware referenced in the response to Requirements

Description
N/A - all costs included in archiving subscription price

COMPANY NAME: ____ArchiveSocial, Inc.____

SIGNATURE OF AUTHORIZED REPRESENTATIVE *Alix B*_____

PRINTED NAME: ____Alix Bowman____

EMAIL ADDRESS: __alix.bowman@archivesocial.com

PHONE: ____ (919) 410-6973 _____

GOAL DETERMINATION REQUEST FORM

Buyer Name/Phone	Elisa Folco/512.974.1421	PM Name/Phone	/Aly Van Dyke/512.974.2969
Sponsor/User Dept.	Comm& Public Info (5900)	Sponsor Name/Phone	Name/Phone
Solicitation No	Solicitation No.	Project Name	Citywide Social Media Archiving
Contract Amount	\$125,000 total	Ad Date (if applicable)	Advertisement Date
Procurement Type			
<input type="checkbox"/> AD – CSP <input type="checkbox"/> AD – Design Build Op Maint <input type="checkbox"/> IFB – IDIQ <input checked="" type="checkbox"/> Nonprofessional Services <input type="checkbox"/> Critical Business Need <input type="checkbox"/> Sole Source* <input type="checkbox"/> AD – CM@R <input type="checkbox"/> AD – JOC <input type="checkbox"/> PS – Project Specific <input type="checkbox"/> Commodities/Goods <input type="checkbox"/> Interlocal Agreement <input type="checkbox"/> AD – Design Build <input type="checkbox"/> IFB – Construction <input type="checkbox"/> PS – Rotation List <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Ratification			
Provide Project Description**			
Citywide Social Media Archiving			
Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.			
List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)			
92023 @ 100%--Data Recovery Services			
Elisa Folco		12.13.18	
Buyer Confirmation		Date	

* Sole Source must include Certificate of Exemption

**Project Description not required for Sole Source

FOR SMBR USE ONLY			
Date Received	12/13/2018	Date Assigned to BDC	12/13/2018
In accordance with Chapter2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:			
<input type="checkbox"/> Goals	% MBE	% WBE	
<input type="checkbox"/> Subgoals	% African American	% Hispanic	
	% Asian/Native American	% WBE	
<input type="checkbox"/> Exempt from MBE/WBE Procurement Program		<input checked="" type="checkbox"/> No Goals	

GOAL DETERMINATION REQUEST FORM

This determination is based upon the following:

- | | |
|--|---|
| <input type="checkbox"/> Insufficient availability of M/WBEs | <input type="checkbox"/> No availability of M/WBEs |
| <input type="checkbox"/> Insufficient subcontracting opportunities | <input checked="" type="checkbox"/> No subcontracting opportunities |
| <input type="checkbox"/> Sufficient availability of M/WBEs | <input type="checkbox"/> Sufficient subcontracting opportunities |
| <input type="checkbox"/> Sole Source | <input type="checkbox"/> Other |

If Other was selected, provide reasoning:

MBE/WBE/DBE Availability

Subcontracting Opportunities Identified

92023 100% Data Recovery Services

John Wesley Smith 12.13.18

SMBR Staff

Signature/ Date

SMBR Director or Designee

Date

Returned to/ Date:

PROJECT TIMELINE / SUMMARY

Department	Communications & Public Information / City Hall	
Department Code	5900	
Purchase Request (Magic Ticket) #	29014	COMPLETE
Description	Citywide Social Media Archiving	
RQM #	5900 18092000788	COMPLETE
eCapris Solicitation #	127691	COMPLETE
Trade Summary	Complete 10/11/18	COMPLETE
Commodity Codes	92023 @ 100% Data Recovery Services 67 Registered Vendors	COMPLETE
Purchase Type	RFP Request for Proposal	
Solicitation #	RFP 5900 ELF3001	COMPLETE
Estimated Spend	\$10,000 - \$25,000 / per year	COMPLETE
Contract Term	36 months with 2 additional 12 month options	COMPLETE
Project Manager	Aly Van Dyke Marketing Commun Consultant (Communications & Public Information Office) Doug Matthews Chief Communications Officer (Communications & Public Information Office) Jessica King Deputy Director (Communications & Public Information Office)	COMPLETE
Evaluation Team Members	Aly Van Dyke Marketing Commun Consultant (Communications & Public Information Office) Jennifer Herber Marketing Commun Consultant (Austin Energy) Melissa Alvarado Public Information Specialist Sr. (Economic Development Dept) Jorge Ortega Public Information Specialist Sr. (Planning and Zoning Dept) Paul Bestgen Business Process Specialist (Austin 311)	COMPLETE
Received <u>Drafted</u> Solicitation Documentation from Customer (SOW, Price Proposal, Requirements, Evaluation Factors, etc.)	9/20/2018	COMPLETE
Free Form Vendors (Vendors that are manually added to receive Solicitation Notification)	ArchiveSocial Alix Bowman alix.bowman@archivesocial.com 919-410-6973 PageFreezer Amy Ross amy@pagefreezer.com 604-243-0461 Smarsh Austin Hendricks Austin.hendricks@smarsh.com 503-946-9914	COMPLETE
Information Security Needs to Review Documentation	Yes - Needs IT Security Review	COMPLETE
Documentation Submitted to Information Security for Review	10/18/2018	COMPLETE

IT Security Analyst Assigned to Project	Drew Farmer - IT Security Analyst	COMPLETE
Feedback from Information Security	Move Forward as is	COMPLETE
Modified SOW and Requirements and submitted to Dept for review/clarification/approval	12/5/2018	COMPLETE
Received Feedback from Dept on SOW and Requirements	12/6/2018	COMPLETE
Goal Determination Form and SOW submitted to SMBR	12/13/2018	COMPLETE
Response from SMBR (Goals/No Goals)	No Goals	COMPLETE
Submitted Solicitation Documentation modifications to Customer for Review and Approval	1/4/2019	COMPLETE
Received Approval from Customer on Solicitation Documentation	1/16/2019	COMPLETE
Solicitation Publish Date	1/21/2019	COMPLETE
Addendum 1 Published	1/31/19 Questions & Answers	COMPLETE
Pre-Proposal Meeting (<u>Teleconference Only</u>)	1/31/2019 2 pm - 4 pm City Hall, 301 W. 2nd Conf Room 3005 Teleconference #: 512-974-9300 , Code #: 181963#	COMPLETE
Team Member that will provide Project Overview during Pre-Proposal Meeting	Aly Van Dyke	COMPLETE
Emailed each vendor subscriber and asked them if they would be submitting a proposal	2/1/2019	COMPLETE
Vendors that communicated they would be submitting a proposal	PageFreezer Brawand Purvis ArchiveSocial	COMPLETE
Addendum 2 Published	2/11/19 Questions & Answers	COMPLETE
NDA's submitted to Team Members for signature - due by 2/15	2/11/2019	COMPLETE
Emailed each vendor subscriber reminding them that the solicitation closes on 2/21 @ 2pm	2/14/2019	COMPLETE
NDA's received from Team Members	2/19/2019	COMPLETE
Addendum 3 Published	2/15/19 Questions & Answers	COMPLETE
Solicitation Due Date	2/21/2019	COMPLETE
Vendors that submitted Proposals	ArchiveSocial BrawandPurvis PageFreezer Solix Technologies	COMPLETE
Vendors deemed Non Responsive	NA	COMPLETE
Compliance Plans submitted to SMBR for Review (Section 0900/0905)	2/26/2019	COMPLETE
Received Responses from SMBR on Compliance Plants (Section 0900/0905)	Response received from SMBR on 03.18.19 response from SBMR due by 3/7 As of 03.11.19 SMBR is still reviewing BrawandPurvis	COMPLETE
Vendors moving forward to Evaluation	ArchiveSocial PageFreezer Solix Technologies BrawandPurvis	COMPLETE
Proposal Distribution	3/13/19 2 pm - 3pm City Hall, 301 W. 2nd St Conf Room 3002 Teleconference: 512-974-9300, Participant Code: 851602	COMPLETE
Proposal Evaluation Meeting	4/10/19 9am - 12pm City Hall, 301 W. 2nd St Conf Room 3002	COMPLETE

Vendor's Selected for Vendor Demonstration/Clarification Meeting	4/10/19 PageFreezer ArchiveSocial	COMPLETE
Evaluation Team to provide a list of Vendor Demonstration Requirements/Questions	4/16/2019	COMPLETE
Vendor Demonstration Meeting Letter (s) submitted	4/17/2019	COMPLETE
Vendors confirmed participation in Demonstration Meeting	ArchiveSocial: 4/17/19 PageFreezer: 4/17/19	COMPLETE
Vendor Demonstration/Clarification Meeting	5/2/2019 ArchiveSocial: 10:10 am - 11:40 am PageFreezer: 12:00 noon - 1:30 pm Via Webinar	COMPLETE
Clarifications submitted to PageFreezer	5/2/2019	COMPLETE
Clarification Response received from PageFreezer	5/2/2019	COMPLETE
Vendor Evaluation Meeting # 2	5/20/19 2:30 pm - 3:30 pm Teleconference: 512-974-9300, Participant Code: 851602	COMPLETE
Recommended Vendor	ArchiveSocial, Inc.	COMPLETE
Recommendation for Award Letter Submitted	5/22/2019	COMPLETE
Intent to Protest submitted by PageFreezer	5/30/2019	COMPLETE
Proposed Intent to Protest Decision Letter submitted to Deputy Purchasing Officer	6/4/2019	COMPLETE
Protest Letter submitted by PageFreezer	6/4/2019	COMPLETE
Proposed Violation of Anti-Lobbying submitted to Deputy Purchasing Officer	6/6/2019	COMPLETE
Final Decision from Purchasing Officer on PageFreezer's Intent to Protest	6/6/2019	COMPLETE
Final Decision from Purchasing Officer on PageFreezer's Protest Letter	6/6/2019	COMPLETE
Is Vendor a City of Austin Registered Vendor (Y/N)	Yes	COMPLETE
Vendor Code	V00000914902	COMPLETE
Vendor Price Proposal		COMPLETE
Vendor Contract Exceptions	No Exceptions Taken	COMPLETE
Submit Vendor Contract Exceptions to City Legal for review (if applicable)	NA	
Feedback from City Legal (if applicable)	NA	
Contract Number	MA 5900 NA190000190	COMPLETE
Contract submitted to vendor for signature	7/18/2019	COMPLETE
Contract Signed by Vendor	7/23/2019	COMPLETE
Form 1295 Signed by Vendor	NA	
Department to provide RCA package to Procurement Specialist	NA	
Procurement Specialist to finalize RCA package and submit to customer for review and approval	NA	
Procurement Specialist to submit RCA package to Purchasing Manager	NA	
Purchasing Manager to submit RCA package to Purchasing Deputy	NA	
RCA Review: Procurement Specialist, Purchasing Manager and Purchasing Deputy	NA	
RCA Review: Purchasing Executive Management	NA	
RCA Package posted in Legistar	NA	
Council Date	NA	
Date Approved by City Council	NA	
Contract Fully Executed (signed by both parties)	7/23/2019	COMPLETE