

CONTRACT DOCUMENTS

**LANCASTER COUNTY
NEBRASKA**

**Annual Services
Lancaster County –
Social Media Archive Services
Quote No. 5734**

**PageFreezer Software Inc.
500 – 311 Water Street, Unit 500
Vancouver, BC Canada V6B 1B8
888-916-3999**

**LANCASTER COUNTY
CONTRACT TERMS**

THIS CONTRACT, made and entered into by and between PageFreezer Software Inc., 500 – 311 Water Street, Unit 500, Vancouver, BC Canada V6B 1B8, hereinafter called "Contractor", and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, hereinafter called the "County".

WHEREAS, the County has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

For providing Lancaster County – Social Media Archive Services, Quote No. 5734 and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the County, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the County, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the County have agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the County's award of this Contract to the Contractor, such award being based on the acceptance by the County of the Contractor's Proposal, or part thereof, as follows:

Agreement to full proposal and Attachment A.

2. The County agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the County:

The County will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. Year one (1) services include Line Items 1 and 2 for a total of \$6,200.00 for set-up and the first year maintenance. Line 3 is for services during optional renewal terms in years 2, 3 and 4.

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination. This Contract may be terminated by the following:
 - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) Termination for Cause. The County may terminate the Contract for cause if the Contractor:
 - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the County will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the County and employees of the County shall not be deemed to be employees of the Contractor. The Contractor and the County shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the County's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. Period of Performance. This Contract shall be effective upon execution by both parties. The term of the Contract shall be a one (1) year term with the option for three (3) additional one (1) year terms with the approval of both parties.
8. Assignment. Contractor shall not assign its duties and responsibilities under this Contract without the express written permission of the County.

9. The Contract Documents comprise the Contract, and consist of the following:

1. Contract Terms
2. Accepted Proposal/Supplier Response
3. Attachment A
4. Addendum No. 1
5. Specifications
6. Instructions to Bidders
7. Sales Tax Exemption Form 13

The herein above mentioned Contract Documents form this Contract and are a part of the Contract as if hereto attached. Said documents which are not attached to this document may be viewed at: lincoln.ne.gov - Keyword: Bid - Awarded or Closed bids.

This Contract contains the complete and entire Contract between the parties and may not be altered or amended except in writing executed, making specific references to this Contract, by a duly authorized officer of the Contractor and by a duly authorized official of the County.

The Contractor and the Owners hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the Owners do hereby execute this contract upon completion of signatures on:

Vendor Signature Page
Lancaster County Signature Page

Vendor Signature Page

**CONTRACT
Annual Services
Lancaster County –
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EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest:

Secretary Seal

Pagefreezer Software, Inc.

Name of Corporation

#500 - 311 Water Street, Vancouver, BC, Canada

Address

By: _____
Duly Authorized Official

CEO

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

Address

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

Lancaster County Signature Page

**CONTRACT
Annual Services
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EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

Deputy Lancaster County Attorney

dated _____

City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Robert Walla Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68508	Address
Email	rwalla@lincoln.ne.gov	Contact	Robert Walla Purchasing Agent	Contact
Phone	1 (402) 441-8309			
Fax	1 (402) 441-6513			
Bid Number	5734 Addendum 1	Department		Department
Title	Lancaster County - Social Media Archive Services	Building	Suite 200	Building
Bid Type	Quote	Floor/Room		Floor/Room
Issue Date	10/2/2017 04:45 PM (CT)	Telephone	1 (402) 441-8309	Telephone
Close Date	10/13/2017 03:00:00 PM (CT)	Fax	1 (402) 441-6513	Fax
		Email	rwalla@lincoln.ne.gov	Email

Supplier Information

Company PageFreezer Software Inc
 Address 500 - 311 Water Street
 UNIT 500
 Vancouver, BC Canada V6B 1B8
 Contact Michiel Riedijk
 Department
 Building
 Floor/Room
 Telephone (888) 916-3999
 Fax
 Email billing@pagefreezer.com
 Submitted 10/10/2017 01:15:52 PM (CT)
 Total \$12,200.00

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature Nathan Dempsey

Email nate@pagefreezer.com

Supplier Notes

Please be advised that the City of Lincoln uses PageFreezer. PageFreezer is the *only provider* that captures versioning for Facebook likes & shares (ie - unlikes).

Bid Notes

Vendors may call 402-441-8103 with questions regarding the submittal of bids.
See addendum 1 information in the Attribute section regarding the number of social media accounts to be quoted.

Bid Activities

Bid Messages

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Agreement to Addendum No. 1	<p>Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: ELECTRONIC ADDENDUM - THERE ARE NO DOCUMENTS ATTACHED TO THE BID FOR THIS ADDENDUM.</p> <p>The County has at least 50 social media accounts that they are aware of and the number continues to rise as requests are made to various departments. Based on this information, pricing is being requested for an unlimited number of accounts. Please price accordingly.</p>	Yes
2	Bid Documents	I acknowledge and accept that it is my responsibility as a Bidder to promptly notify the Purchasing Department Staff prior to the close of the bid of any ambiguity, inconsistency or error which I may discover upon examination of the bid documents including, but not limited to the Specifications.	Yes
3	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
4	Specifications	I acknowledge reading and understanding the specifications.	Yes
5	Purchase Order, Contract and Delivery Contact	<p>The City/County Purchasing Department issues Purchase Orders and Contracts via email to a designated contact person of the awarded Vendor. This designee will be the primary contact with the department through the delivery of the product/services.</p> <p>Please list the name, email address and phone number of the person who will be the contact person for the contract to be awarded.</p>	Caroline Hui, billing@pagefreezer.com
6	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
7	Contact	Name of person submitting this bid:	Nate Dempsey, nate@pagefreezer.com
8	Electronic Signature	Please check here for your electronic signature.	Yes
9	Term Clause of Contract	I acknowledge that the term of the contract will be effective upon execution by both parties for a period of one (1) year with an option to renew for three(3) additional one (1) year terms upon mutual consent of all parties.	Agreed
10	References	I have attached my References on Company letterhead to the Response Attachment section of this bid.	Yes

11	U.S. Citizenship Attestation	<p>Is your company legally considered an Individual or Sole Proprietor: YES or NO</p> <p>As a Vendor who is legally considered an Individual or a Sole Proprietor I hereby understand and agree to comply with the requirements of the United States Citizenship Attestation Form, available at: http://www.sos.ne.gov/business/notary/citizenforminfo.html</p> <p>All awarded Vendors who are legally considered an Individual or a Sole Proprietor must complete the form and submit it with contract documents at time of execution.</p> <p>If a Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.</p> <p>Vendor further understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the Contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. 4-108.</p>	No
12	Tax Exempt Certification Forms	<p>Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby excluding the purchases of pipes to be installed in water lines and purchase of water meters.)</p>	Yes
13	Implementation Timeline	<p>Vendor shall provide a detailed timeline describing the implementation schedule from Notice to Proceed to final approval by the County.</p> <p>If additional space is required, attach the document to the Response Attachment section and make note in the space provided herein.</p>	24 Hours

Line Items

#	Qty	UOM	Description	Response
1	1	Lump Sum	Social Media Archive Services (4 Users) Total Yearly Cost (Year 1)(Unlimited number of Social Media Accounts)	\$6,000.00
Item Notes: Vendor shall provide the yearly cost of service as required in the Specifications and agreed upon in an awarded contract. Vendor may include payment options including monthly or annual terms for different levels of service. Total Yearly Cost does not include Training and Implementation Fees. LANCASTER COUNTY WILL NOT PAY ADVANCE FEES FOR SERVICES. PAYMENT TERMS FOR SERVICES MUST BE BASED RECEIPT OF A FINAL PRODUCT THAT IS APPROVED BY THE OWNER REPRESENTATIVE BEFORE ANY PAYMENT IS MADE.				
Supplier Notes:				
2	1	Lump Sum	Initial Training and Implementation Fee	\$200.00
Item Notes:				
Supplier Notes:				
3	1	Year	Social Media Archive Services(4 Users) Maintenance Fee (Years 2-4)	\$6,000.00
Item Notes: Vendor shall provide the cost for yearly maintenance services for years 2, 3 and 4 if the County wishes to renew for those terms.				
Supplier Notes:				
Response Total:				\$12,200.00



PageFreezer Software, Inc.
#500 – 311 Water Street
Vancouver, BC V6B 1B8

office (888) 916 3999
info@pagefreezer.com
www.pagefreezer.com

Re: 5734 Lancaster County - Social Media Archive Services

To whom it may concern,

Please accept the following as our three requested references:

California United Bank - Stephen Odanga - sodanga@cunb.com

Mecklenburg County - Keisha Portis - keisha.portis@mecklenburgcountync.gov

Stanford Federal Credit Union - Meghan Remedios - meghan@sfcu.org

Best,

Michael Riedijk

CEO

PageFreezer Software, Inc.



Lancaster County, NE

Prepared For

Sara L. Alcorn
Lancaster County
555 South 10th Street
Lincoln NE 68508
United States

Created By

Nate Dempsey
PageFreezer Software, Inc.
(604) 800 0631
nate@pagefreezer.com
<http://www.pagefreezer.com>

PageFreezer Order Form

October 9th, 2017
Quote: 197822431

Sales person: Nate Dempsey
Email: nate@pagefreezer.com

Name	Price	QTY	Subtotal
PageFreezer Public Records Compliance for Social Media Social Media Archiving for an unlimited number of social media accounts. Unlimited Records. Unlimited Storage. Includes continuous account monitoring and archiving at the API (Application Programming Interface) level and replay of archives on PageFreezer.com. Open Record compliant. 1 administrative accounts are included with the PageFreezer account. API access/capture to/from Facebook, Twitter, LinkedIn, Instagram, YouTube, Google+, Pinterest.	\$6,000.00	1	\$6,000.00
Set-up and configuration Set up and configure the website and social media accounts for archiving; set up user account access including user names and passwords; initial troubleshooting and quality assurance; administrative setup for capture engine; test captures; capture optimization; QA cycle - internal; QA cycle - with client;	\$100.00	2	\$200.00
Helpdesk Standard Weekdays, 9am-5pm PST, excl. holidays, email, phone, web support, online ticket system, knowledge base, user documentation.	\$0.00	1	\$0.00

**Set-up: \$200
+\$6,000 /Year**

Terms & Conditions

This is a quotation on the goods named, subject to the following conditions:

- i) All prices in USD and excluding sales tax
- ii) PageFreezer Subscription Agreement
- iii) Payment per year up-front
- iv) Recurring annually until cancellation
- v) Cloud data storage in our SSAE-16 compliant datacenter

PageFreezer Subscription Agreement

THIS SUBSCRIPTION AGREEMENT (“AGREEMENT”) GOVERNS YOUR PURCHASE AND ONGOING USE OF PAGEFREEZER SERVICES.

BY ACCEPTING THIS AGREEMENT AND BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS “YOU” OR “YOUR” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

This Agreement was last updated on October 30, 2017. It is effective between You and Us as of the date of You are accepting this Agreement.

1 DEFINITIONS

“Affiliate” means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“Malicious Code” means internet or computer viruses, trojan horses, worms, salamis, back doors, logic bombs, time bombs, cancelbots, malwares, trapdoors, or any other harmful or malicious software codes, computer instructions, programming routines, or computer routines that may damage, vandalize, subvert, disrupt, disable, detrimentally interfere with, surreptitiously intercept, shut down or expropriate computer systems including its security data, user data or personal information.

“PageFreezer Services” means the webpage archiving services described in the User Guide.

“Order Form” means the ordering documents for purchases hereunder, including addenda thereto, that are entered into between You and Us from time to time. Order Forms shall be deemed incorporated herein by reference.

“Purchased Services” means Services that You or Your Affiliates purchase under an Order Form.

“Services” means the online, Web-based archival platform and customer support provided by Us for Your Web Sites and social media accounts via <http://www.PageFreezer.com> and/or other designated websites, the features and technical limitations of which are described in the User Guide.

“User Guide” means the online user guide for the Services, accessible via <http://support.PageFreezer.com>, as updated from time to time. You acknowledge that You have had the opportunity to review the User Guide. The User Guide shall not alter, modify or amend this Agreement in any way. In the case of a conflict between the language of this Agreement and the language of the User Guide, the language found in this Agreement shall prevail.

“Web Sites” means world wide web sites which are registered to You or Your affiliates and which have been registered by You to use the Services and, for whom subscriptions to a Service have been purchased.

“Social Media” means social media network accounts, pages or profiles which are registered to You or Your affiliates and which have been registered by You to use the Services and, for whom subscriptions to a Service have been purchased

“We,” “Us” or “Our” means PageFreezer Software, Inc., a Canadian corporation, the company described in Article 11 (Who You Are Contracting With, Notices, Governing Law and Jurisdiction).

“You” or “Your” means the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity.

“Your Data” means all electronic data or information archived for You by the Purchased Services.

2 PURCHASED SERVICES

2.1 Provision of Purchased Services.

We shall make the Purchased Services available to You pursuant to this Agreement and the relevant Order Forms during a subscription term. You agree that Your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features.

2.2 Web Site Subscriptions.

Unless otherwise specified in the applicable Order Form, (i) Services are purchased as Web Site subscriptions, additional Web Site subscriptions may be added during the subscription term at the same pricing as that for the pre-existing subscriptions, prorated for the remainder of the subscription term in effect at the time the additional Web Site subscriptions are added, and (ii) the added Web Site subscriptions shall terminate on the same date as the pre-existing subscriptions. Web Site subscriptions may be reassigned to a new Web Site replacing a former Web Site which no longer requires ongoing use of the Services.

3 USE OF THE SERVICES

3.1 Our Responsibilities.

We shall make the Purchased Services available on a daily basis for each Web Site, except for: planned downtime (of which We shall give at least 8 hour’s notice via the Purchased Services. We will provide the Purchased Services only in accordance with applicable laws and government regulations.

3.2 PageFreezer Services.

If the Order Form indicates You have purchased the PageFreezer Services, We shall archive and time stamp the Web Site or Web Sites, or portions thereof, indicated in the Order Form at the frequency specified on the Order Form. As more fully described in the User Guide, the PageFreezer Services store and back-up the archived data at Our data center. During the period of Your subscription We will not override, change or destroy any archived copy except in connection with migrating the archive to another storage device and, then, only after a copy has been placed on the storage device to which the archive is being migrated.

3.3 Litigation Hold.

If you wish to place a litigation hold on some or all of Your data archived by Us, You shall send an email to support@pagefreezer.com identifying the pages and dates You would like Us to hold or give Us notice using the web form made available to You for that purpose on Our website. Within one (1) business day after receipt of Your request, We will confirm to You that we have received Your request by sending an email to the address We have on file for You. Within two (2) business days after Our receipt of Your request, We will flag those pages and dates so that they are identified as not to be deleted and

confirm to You by email that this has been done. Within three (3) business days after the receipt of Your request, We will export the pages and dates identified by You from the archives stored on Our servers (the cost of this Service is price per gigabyte of the data exported). We will export the data in a printable format and/or its native format including the digital signatures and timestamps. We may change the process for implementing a litigation hold by updating the User Guide. Please consult the User Guide for any changes to these procedures.

3.4 Your Responsibilities.

You shall (i) be responsible for making each Web Site available for archiving by Us, (ii) be solely responsible for the accuracy, quality, integrity and legality of Your Data and of the means by which You acquired Your Data, use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Us promptly of any such unauthorized access or use, (iii) ensure that all Your Web Site pages accessed by our Services are accessible from Internet without restrictions and that Our software and Services are granted access to all of Your Web Sites, (iv) specify Your Web Sites and sub-sites to be within the scope of Our Services, ensure that Your Web Site and each individual page within the scope of Our Services are accessible to Our software and Services and resolve any network problems, server overload or availability problems, or any other technical issues that may affect the accessibility and availability of Your Web Site and each Web Site page, (v) arrange for any export of data from the archives stored on Our server that You wish to obtain , (vi) use the Services only in accordance with the User Guide and applicable laws and government regulations, (vii) request an export of Your data from Our servers after the termination of this Agreement within the time period specified in Section 10.5 (Return of Your Data) (there is a fee for the data export which will cover the courier costs for the disks to be shipped to You), and (viii) be responsible for verifying and ensuring that under applicable law the data generated by Our Services are admissible in court proceedings or any other legal proceedings that You may wish to utilize the data. You shall not store anything on Your Web Sites that You register for Services that We cannot lawfully copy.

3.5 Usage Limitations.

Services may be subject to other limitations, such as, for example, limits on disk storage space and on the number of calls You are permitted to make against Our application programming interface. Any such limitations are specified in this Agreement and in the User Guide. The Services provide real-time information to enable You to monitor Your compliance with such limitations.

4 FEES AND PAYMENT FOR PURCHASED SERVICES

4.1 Fees.

You shall pay all fees specified in all Order Forms hereunder. Except as otherwise specified herein or in an Order Form, (i) fees are quoted and payable in United States dollars (ii) fees are based on Services purchased and not actual usage, (iii) payment obligations are non-cancelable and fees paid are non-refundable, and (iv) the number of Web Site subscriptions purchased cannot be decreased during the relevant subscription term stated on the Order Form. Web Site subscription fees are based on monthly periods that begin on the subscription start date and each monthly anniversary thereof; therefore, fees for Web Site subscriptions added in the middle of a monthly period will be charged for that full monthly period and the monthly periods remaining in the subscription term.

4.2 Invoicing and Payment.

*** Section Removed***

4.3 Overdue Charges.

If any charges are not received from You by the due date, and after We have provided You with a written notice of such

payment default and allowed You ten (10) business days to cure such default, then at Our discretion, (a) such charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) We may condition future subscription renewals and Order Forms on payment terms shorter than those specified in Section 4.2 (Invoicing and Payment).

4.4 Suspension of Service and Acceleration.

If any amount owing by You under this or any other agreement for Our services is 30 or more days overdue, and after We have provided you with a written notice of such payment default and allowed you ten (10) business days to cure such default, We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Our services to You until such amounts are paid in full.

4.5 Payment Disputes

We shall not exercise Our rights under Section 4.3 (Overdue Charges) or 4.4 (Suspension of Service and Acceleration) if the applicable charges are under reasonable and good-faith dispute and You are cooperating diligently to resolve the dispute.

4.6 Taxes.

Unless otherwise stated, Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against it based on Our income, property and employees.

5 PROPRIETARY RIGHTS

5.1 Reservation of Rights.

Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

5.2 Restrictions.

You shall not (i) permit any third party to access the Services except as permitted herein or in an Order Form, create derivative works based on the Services, (ii) copy, frame or mirror any part or content of the Services, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes, (iii) reverse engineer the Services, or (iv) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.

5.3 Ownership of Your Data.

As between Us and You, You exclusively own all rights, title and interest in and to all of Your Data.

5.4 Suggestions.

We shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by You, relating to the operation of the Services.

6 CONFIDENTIALITY

6.1 Definition of Confidential Information.

As used herein, "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information shall include Your Data and Your Intellectual Property; Our Confidential Information shall include the Services; and Confidential Information of each party shall include the terms and conditions of this Agreement and all Order Forms, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Your Data) of either party shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

6.2 Protection of Confidential Information.

Except as otherwise permitted in writing by the Disclosing Party, (i) the Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) the Receiving Party shall limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

6.3 Protection of Your Data.

Without limiting the above, We shall maintain no less than industry standard administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data. We shall not (a) modify Your Data, (b) disclose Your Data except as compelled by law in accordance with Section 6.4 (Compelled Disclosure) or as expressly permitted in writing by You, or (c) access Your Data except to provide the Services or prevent or address service or technical problems, or at Your request in connection with customer support matters.

6.4 Compelled Disclosure.

The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

7 WARRANTIES AND DISCLAIMERS

7.1 Our Warranties.

We represent, warrant and covenant that the Services (and any parts and materials thereof) will (i) be delivered by competent personnel in a professional and workmanlike manner, according to prevailing industry standards; (ii) be of good material and workmanship; (iii) be fit and sufficient for the purpose(s) for which they were purchased; (iv) be performed in compliance with

the requirements of all applicable laws and regulations; (v) not and do not infringe or misappropriate any United States or foreign patent, trademark, trade secret, copyright or any other proprietary, intellectual property, industrial property, or contract right held by any third party; (vi) will comply with all applicable foreign, federal, state or local statutes, laws and regulations governing advertising, data collection, privacy, security and other business practices; (vii) will not otherwise expose either party to criminal or civil liability, and (viii) materially conform with the specifications (if any) set forth in the description of the Services and be consistent with any samples of Services provided.

We represent, warrant, and covenant to You that: (i) Our performance under this Agreement shall at all times conform to prevailing professional and ethical standards; (ii) due care and commercially reasonable efforts shall be utilized by Us in the performance of this Agreement; and (iii) We are under no obligation or restriction that would conflict with Our providing the Services.

For any breach of either such warranty, Your exclusive remedy shall be as provided in Section 10.3 (Termination for Cause) and Section 10.4 (Refund or Payment upon Termination) below.

7.2 Your Warranties.

You warrant that You own the Web Site and Social Media that You register for Services. By registering Your Web Site for Services, You warrant that You have the right to, and hereby grant, Us permission to access Your Web Site with Services, including, but not limited to, archiving Your Web Site, sub-sites and/or Web Site pages.

7.3 Mutual Warranties.

Each party represents and warrants that (i) it has the legal power to enter into this Agreement, and (ii) will not intentionally transmit to the other party any Malicious Code. Each party will utilize reasonable efforts to detect and remove Malicious Code from any materials subject to this Agreement by using virus scanning or other similar tools and techniques.

7.4 Disclaimer.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8 MUTUAL INDEMNIFICATION

8.1 Indemnification by Us.

We shall defend You against any claim, demand, suit, or proceeding ("Claim") made or brought against You by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates the intellectual property rights of a third party, and shall indemnify You for any damages finally awarded against, and for reasonable attorney's fees incurred by, You in connection with any such Claim; provided, that You (a) promptly give Us written notice of the Claim; (b) give Us sole control of the defense and settlement of the Claim (provided that We may not settle any Claim unless the settlement unconditionally releases You of all liability); and (c) provide to Us all reasonable assistance, at Our expense.

8.2 Indemnification by You.

You shall defend Us against any Claim made or brought against Us by a third party alleging that Your Data, or Your use of the Services in violation of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law, and shall indemnify Us for any damages finally awarded against, and for reasonable attorney's fees incurred by,

Us in connection with any such Claim; provided, that We (a) promptly give You written notice of the Claim; (b) give You sole control of the defense and settlement of the Claim (provided that You may not settle any Claim unless the settlement unconditionally releases Us of all liability); and (c) provide to You all reasonable assistance, at Your expense.

9 LIMITATION OF LIABILITY

9.1 Limitation of Liability.

IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER OR, WITH RESPECT TO ANY SINGLE INCIDENT, THE GREATER OF \$100,000 OR THE AMOUNT PAID BY YOU HEREUNDER IN THE 12

MONTHS PRECEDING THE INCIDENT. THE FOREGOING SHALL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER ARTICLE 4 (FEES AND PAYMENT FOR PURCHASED SERVICES).

9.2 Exclusion of Consequential and Related Damages.

IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

9.3 Additional Limits on Our Liability.

We are not responsible for: (i) Your Web Site or any of Your Web Site pages or data being excluded from Our Services due to the access limits placed by You on Your Web Site, sub-site, page, and/or Your Data, (ii) Your Web Site, any sub-site, page, and/or Your Data excluded from Our Services due to not being specified by You as being in scope of Our Services, (iii) Your Web Site, any sub-site, page, and/or Your Data excluded from Our Services due to Internet or Your network problems, Your server overload, availability, and/or accessibility problems, or due to any other technical problems that may affect availability and/or accessibility of Your Web Site, any sub-site, page, and/or Your Data, (iv) any negative effect on You by Our Web Site being offline from time to time for maintenance, (v) loss of Your Data after the termination of this Agreement when You had failed to request an export of Your Data from Our systems within the data hold period specified in Section 10.5 (Return of Your Data), and (vi) refusal for any court, law enforcement agency, or dispute resolution venue to accept or recognize for any purpose the data generated by Our Services.

10 TERM AND TERMINATION

10.1 Term of Agreement.

This Agreement commences on the date You accept it and continues until all Your Services subscriptions granted in accordance with this Agreement have expired or been terminated.

10.2 Term of Purchased Web Site Subscriptions.

Services subscriptions purchased by You commence on the start date specified in the applicable Order Form and continue for the subscription term specified therein. Except as otherwise specified in the applicable Order Form, all Web Site subscriptions shall automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term. The per-unit

pricing during any such renewal term shall be the same as that during the prior term unless We have given You written notice of a pricing increase at least 30 days before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter.

10.3 Termination for Cause.

A party may terminate this Agreement for cause: (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

10.4 Refund or Payment upon Termination.

Upon any termination, We shall refund You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any termination for cause by Us, You shall pay any unpaid fees covering the remainder of the term of all Order Forms after the effective date of termination. In no event shall any termination relieve You of the obligation to pay any fees payable to Us for the period prior to the effective date of termination.

10.5 Return of Your Data.

Upon request by You made within 30 days after the effective date of termination of a Purchased Services subscription and upon payment to Us of the applicable data export fees, We will make available to You for download a file of Your Data in the native file formats along with attachments in their native formats. At the end of the 30-day period, We shall have no obligation to maintain or provide any of Your Data and we may, unless legally prohibited and at our own discretion when permitted, delete all of Your Data in Our systems without notice or confirmation. If You elect to purge Your Data and require confirmation or destruction on, or before, a specific date, We will destroy the Data and provide You with a Certificate of Destruction for a one-time fee of \$300.00.

10.6 Surviving Provisions.

Articles 4 (Fees and Payment for Purchased Services), 5 (Proprietary Rights), 6 (Confidentiality), 8 (Mutual Indemnification), 9 (Limitation of Liability), 11 (Who You Are Contracting With, Notices, Governing Law and Jurisdiction) and 12 (General Provisions) and Sections 7.4 (Disclaimer), 10.4 (Refund or Payment upon Termination), 10.5 (Return of Your Data) shall survive any termination or expiration of this Agreement.

11 WHO YOU ARE CONTRACTING WITH, NOTICES, GOVERNING LAW AND JURISDICTION

11.1 General.

Who You are contracting with under this Agreement, who You should direct notices to under this Agreement, what law will apply in any lawsuit arising out of or in connection with this Agreement, and which courts can adjudicate any such lawsuit, depend on where You are domiciled.

If You are domiciled in:	You are contracting with:	Notices should be addressed to:	The governing law is:	The courts having exclusive jurisdiction are:
In North America	PageFreezer Software, Inc.	PageFreezer Software, Inc.	Nebraska State Law	Nebraska State

11.2 Manner of Giving Notice.

Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, or (iv) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim). Notices to You shall be addressed to the system administrator designated by You for Your relevant Services account, and in the case of billing-related notices, to the relevant billing contact designated by You.

11.3 Agreement to Governing Law and Venue.

*** Section Removed ***

11.4 Waiver of Jury Trial.

*** Section Removed ***

12 GENERAL PROVISIONS

12.1 Export Compliance.

Each party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Services. Without limiting the foregoing, each party represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports.

12.2 Relationship of the Parties.

This Agreement will not be construed as creating a partnership, joint venture, or agency relationship or as granting a franchise. The parties are performing their obligations under these Terms as independent contractors. At no time will either Party have any right, power or authority to create any obligation or responsibility on behalf of the other party.

12.3 No Third-Party Beneficiaries.

There are no third-party beneficiaries to this Agreement.

12.4 Waiver and Cumulative Remedies.

No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

12.5 Severability.

If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

12.6 Attorney Fees.

*** Section Removed ***

12.7 Assignment.

Neither party may assign this Agreement or the rights granted hereunder without the prior written consent of the other, except that a party may assign this Agreement to any successor to the business of the party by merger, consolidation, or sale of assets or to any corporation controlling, controlled by, or under common control with the party..

12.8 Entire Agreement; Modification.

This Agreement shall constitute the entire Agreement between the parties hereto and supersedes all prior agreements and/or representations between the parties relating to the subject matter hereof. The parties acknowledge and agree that they have not relied upon any representations not set forth herein in entering into this Agreement. Both parties have had the opportunity to have this Agreement reviewed by competent counsel. Any change, modification or amendment to this Agreement must be in writing and signed by both parties in order to be effective. No terms, provisions, or conditions of any other document will have any effect on the obligations of the parties under or otherwise modify this Agreement.

12.9 Pre-Printed Terms or Conditions.

*** Section Removed ***

12.10 Change In Document.

By signing and delivering this Agreement and/or any schedule, exhibit, amendment, or addendum thereto, each party will be deemed to represent to the other that the signing party has not made any changes to such document from the draft(s) most recently provided to the other party by the signing party, or vice versa, unless the signing party has expressly called such changes to the other party's attention in writing (e.g., by "redlining" the document or by a comment memo or email).

12.11 Force Majeure.

No delay or default in performance of any obligation by either party shall constitute a breach of this Agreement to the extent such default or delay is caused, directly or indirectly, by an event beyond the reasonable control of the party unable to perform, including fire, flood, earthquake, elements of nature, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, failure of the Internet or strikes, lockouts or labor difficulties ("Force Majeure Event"). The party affected by an event of Force Majeure Event, upon giving prompt notice to the other party, shall be excused from performance hereunder on a day to day basis to the extent of such prevention, restriction, or interference (and the other party shall likewise be excused from performance of its obligations on a day to day basis to the extent that such obligations relate to the performance so prevented, restricted, or interfered with); provided that the party so affected shall use commercially reasonable efforts to avoid or remove such cause of non-performance and to minimize the consequences thereof and both parties shall resume performance hereunder forthwith upon removal of such cause. However, if the period of nonperformance exceeds ten (10) business days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been affected may, by giving written notice, terminate this Agreement without cause and may be subject to refunds for pre-paid, unused Services.

In WITNESS WHEREOF, I have signed this agreement effective as of the day and year upon completion of signing.

Name: _____

Date: _____

Title: _____

Proposal

Social Media Archiving Lancaster County

October 29th, 2017

PageFreezer Software, Inc.

#500 – 311 Water Street
BC, V6B 1B8, Canada

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1 Company background

1.1 Background

PageFreezer has been providing compliance archiving solutions since 2009. We are proud to offer this ongoing assistance to meet the needs of our international clients.

Our respected and satisfied clients include:

- **Over 2,000 customers** including several hundreds of local government agencies in the US including the **National Archives and Records Administration (NARA)**;
- Fortune 500 companies like:
 - McDonalds Corporation
 - R.J. Reynolds
 - Verizon Wireless
 - BlackRock

PageFreezer differentiates itself from other vendors:

- **PageFreezer meets and exceeds** regulatory compliance standards related to social media set in the Nebraska Public Records Statutes (Neb. Rev. Stat. §§ 84-712 – 84-712.09 et seq.) and the Freedom of Information Act (FOIA) ;
- PageFreezer has integrated its social media archiving platform with a SHA-2 (256-bit) digital signature and an RFC3161 Time Stamp Authority using synchronized certified atomic clocks to create archives that comply with the Federal Rules of Evidence (rule 901) and can be used as **strong legal evidence**. Our platform is used by some of the largest legal firms in the US for online evidence collection and reproduction in court;
- Besides website archiving, PageFreezer has been developed support for 15 social media networks including: Facebook, Facebook Workplace, Twitter, LinkedIn, Google+, Instagram, Pinterest, Flickr, Tumblr, Vimeo, YouTube, Chatter, Yammer, Nixle and Nextdoor;
- Recently, PageFreezer has become the preferred archiving partner for WebQA, Vision Internet and ProudCity;
- Although this is not part of the scope of the current RFP, it is important to understand that PageFreezer also supports website and blog archiving on the same dashboard, providing a growth path if this becomes a requirement in the near future.

We confirm that PageFreezer meets all requirements outlined in your RFP and specifically article 4. This proposal explains the features and capabilities of the PageFreezer solution in more detail.

2 PageFreezer Product Overview

2.1 Automated Social Media Archiving

PageFreezer provides automated archiving on an on-going basis of the following social media networks: Facebook, Facebook Workplace, Twitter, LinkedIn, Google+, Instagram, Pinterest, Flickr, Tumblr, Vimeo, YouTube, Chatter, Yammer, Nixle and Nextdoor.



PageFreezer archives the data using the API's provided by these social media networks. All data and metadata that is available via the API is collected including text, photos, links, metadata, and public comments.

The first time when PageFreezer archives your social media messages, the complete available history is collected. After the history is archived, PageFreezer will continue archive all new content as it is generated.

2.2 Dashboard

PageFreezer offers an easy-to-use and well-design web dashboard. The dashboard allows users to full-text search all archived data, view metrics, browse archives in the same look-and-feel as the original social media network, provide powerful export capabilities in different file formats and offers complete support for the open records request workflow.

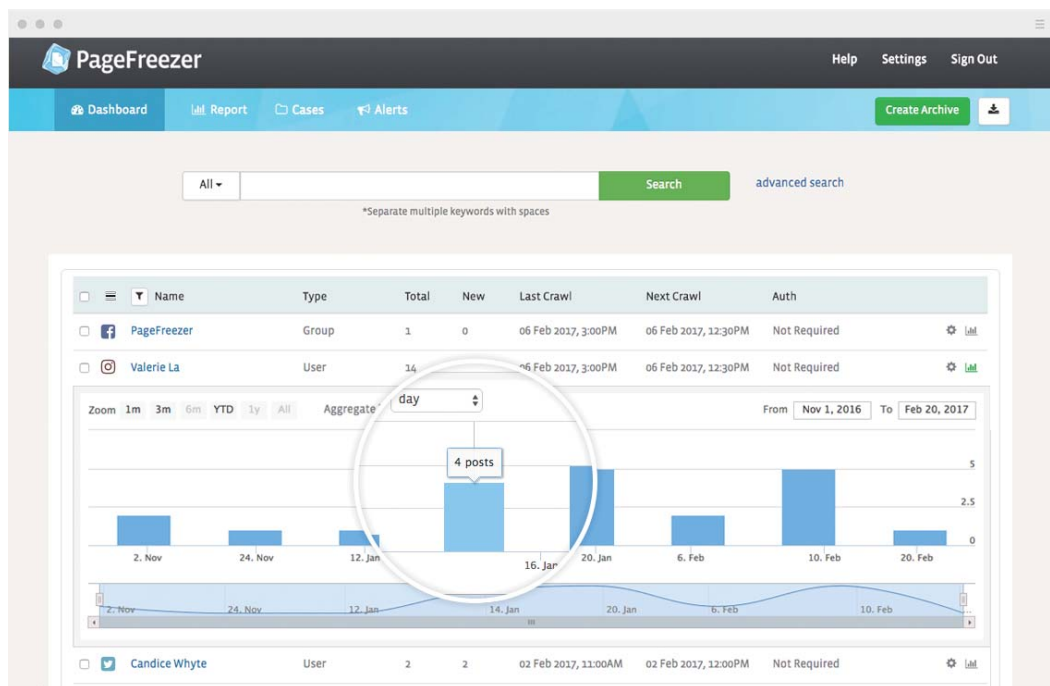


Figure 1: PageFreezer Dashboard

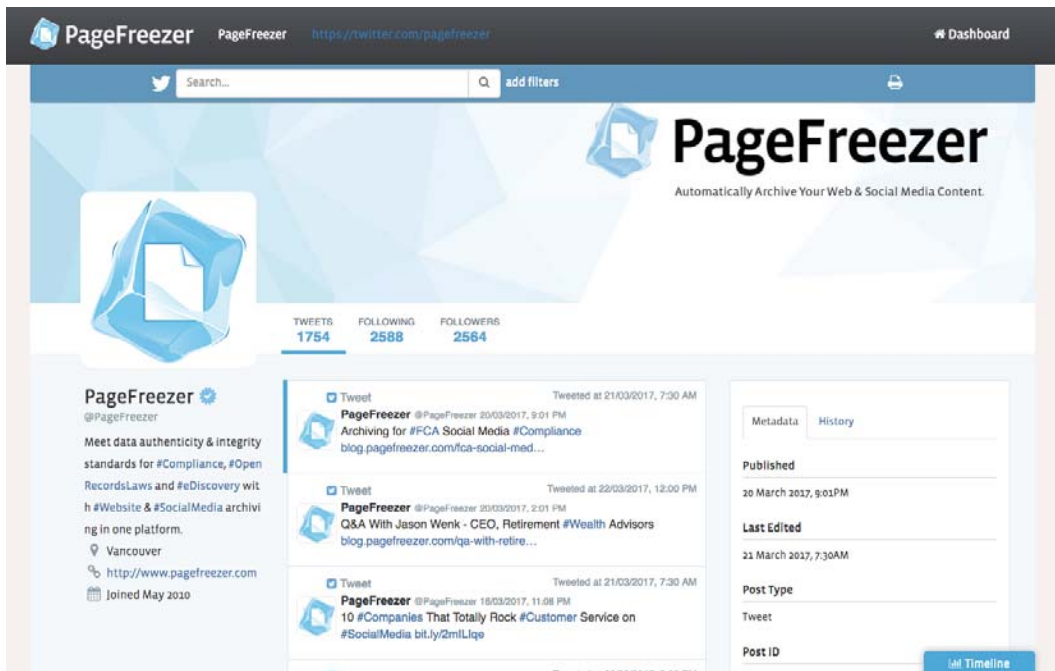


Figure 2: Social media archives are presented in their original look-and-feel

Next to each social media message, the interface displays the metadata for that message and the history of changes.



Figure 3: Metadata and history is displayed next to each message

PageFreezer displays all message types, images, comments and comments-on-comments in the same way as they appear on the original social media network.

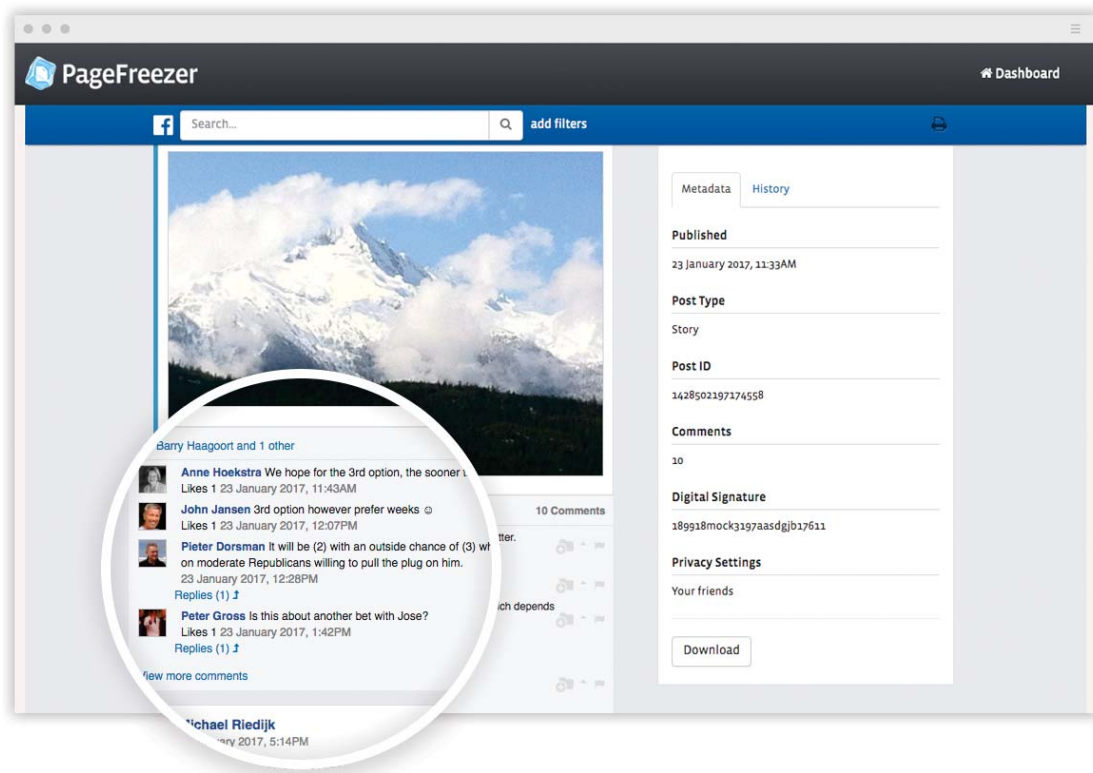


Figure 4: View comments and comments-on-comments

2.3 Track changes and deletions

Besides archiving new content, PageFreezer tracks changes and deleted messages. Deleted messages are clearly indicated in the user interface.

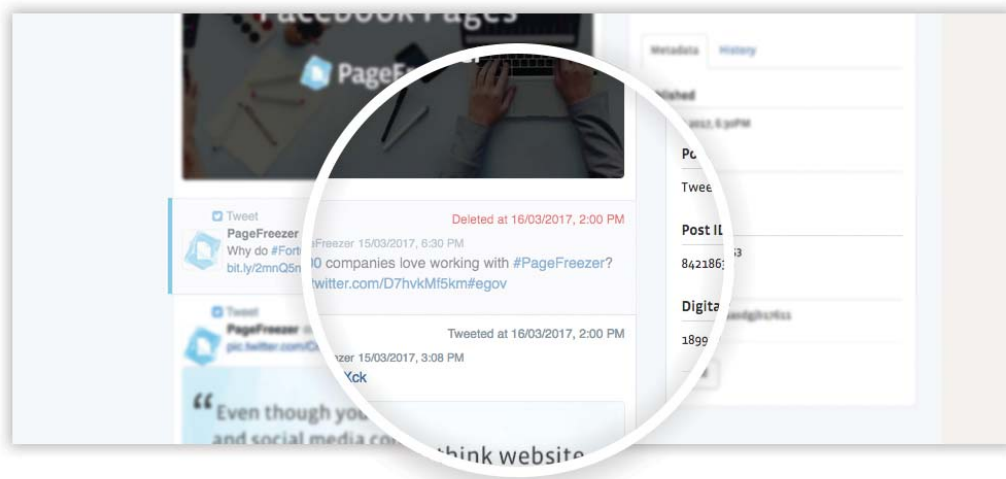


Figure 5: Deleted content is highlighted in red with deletion date & time

As social media messages can be changed and have multiple versions over time, PageFreezer has a user-friendly way to access the different versions. Every message or comment that has multiple version are indicated with a blue icon showing the number of versions. In the example below, the post has one other version, hence the blue "1" icon.

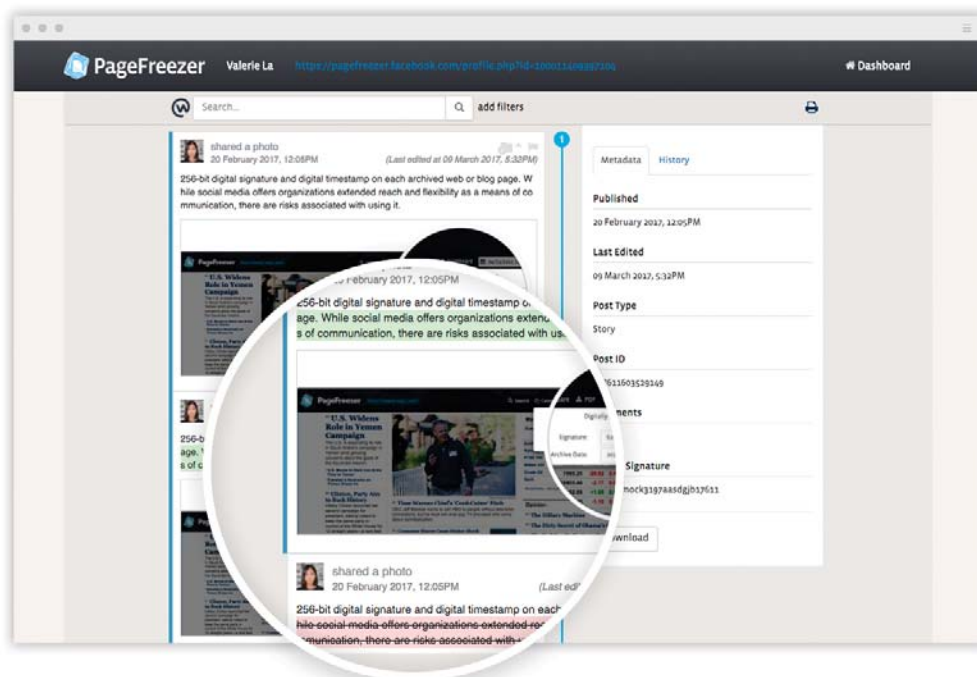


Figure 6: Versions can be expanded and text changes are highlighted

When the user clicks on the blue version icon, the complete version history is expanded and each version can be viewed. Text changes are highlighted in red (removed) and green (added), so it is imminent which text changed when.

2.4 Advanced Search Capabilities

PageFreezer comes with an integrated powerful full-text search engine which allows you to quickly find archived pages. This greatly expedites e-discovery or web-analytics processes, ultimately saving time and money. You can narrow your search by:

- Keywords
- Phrases
- Boolean operators
- Social media networks
- Social media accounts
- Date range
- Fuzzy Search
- Wildcards in keywords

What's the point of archiving thousands of websites if you can't relocate specific pages when they're needed? With our robust Search functionality, you can feel confident about finding that one particular archive -- no more digging or guessing.

The dashboard provides a simple Google-like search box that searches across all social media archives.



Figure 7: Google-like search box to search in all social media archives

After typing in the search query, the result page displays all social media messages. From here the search results can be further optimized by using the filter options on the left side of the screen. The results can be sorted by date or relevance.

Searches can be filtered by social media network, by social media account, by date range and even whether a post was changed, deleted or flagged

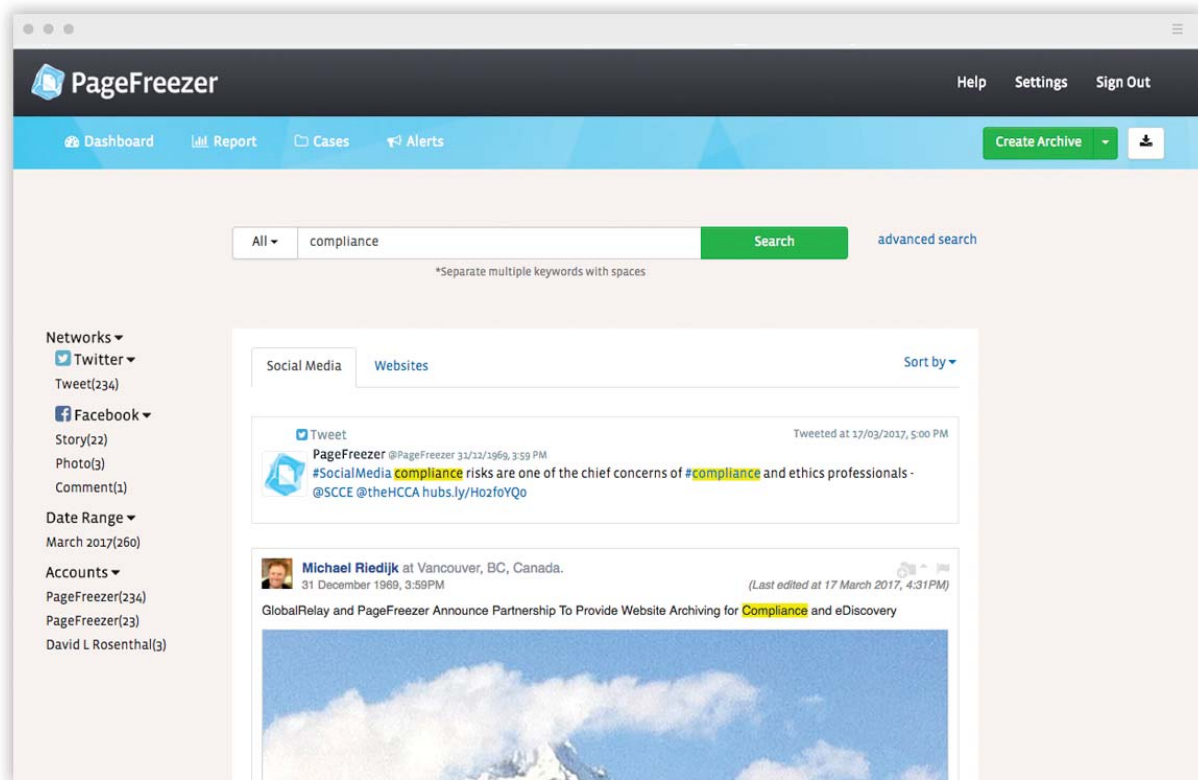


Figure 8: Search result page with keyword highlights and filters

2.5 Data Export

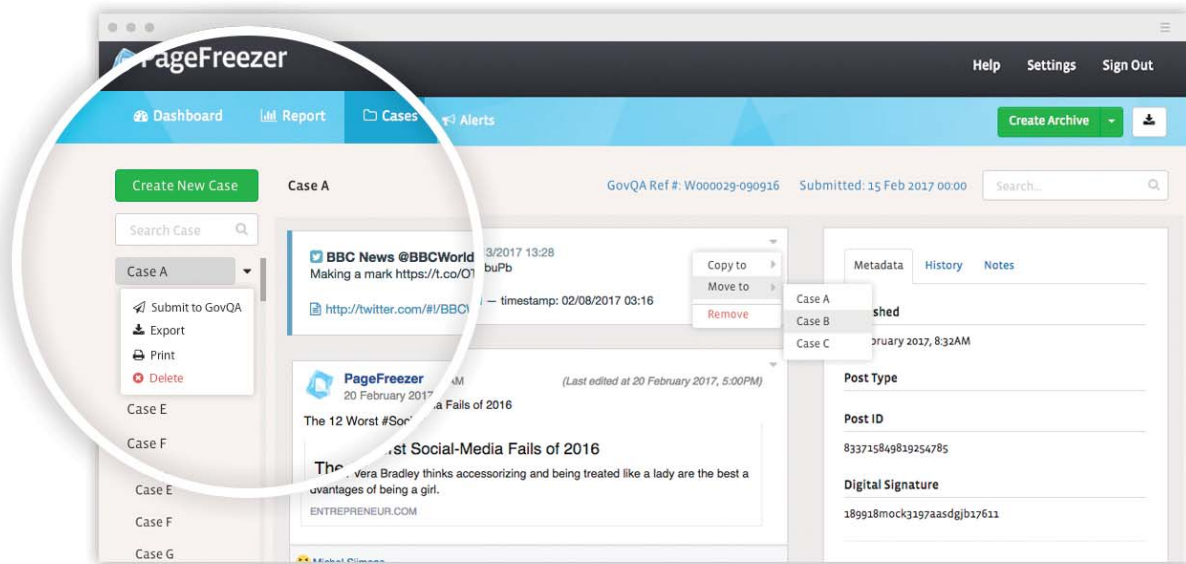
Your archived social media can be exported promptly upon your request from the web interface. We offer export in these formats:

- (Searchable) PDF
- Spreadsheet (Excel, CSV)

Both single social media accounts, selections of messages in social media accounts, open records cases (see below) or the complete archive can be exported. The PDF export includes the messages and complete conversation thread including metadata.

2.6 Open Records Request Management

PageFreezer not only archives your social media data, but also streamlines the management of open records request. In PageFreezer, users can create “cases” in which they can collect social media records. While browsing or searching, each social media message can be added to one or more cases. When all records are selected, the case can be printed or exported to PDF. The PDF includes the social media messages including metadata and/or the conversation thread.



GovQA
Integration with GovQA (WebQA)

Figure 9: Cases containing selected social media records

In addition to downloading the PDF file, PageFreezer now has a deep integration with GovQA’s records management workflow application. After a case is created in PageFreezer, the user can attach the case to a GovQA open records request. The PDF with all data and metadata is now automatically added to the GovQA system to further process the workflow.

2.7 Keyword Alerts

To monitor that the activity on your social media accounts complies with your social media policy, PageFreezer offers the ability to create keyword alerts. Users can configure which social media accounts to track, which keywords will trigger an alert and who to send it to. As soon as one of the keywords is used in a post or comment, an email alert is sent to the recipients.

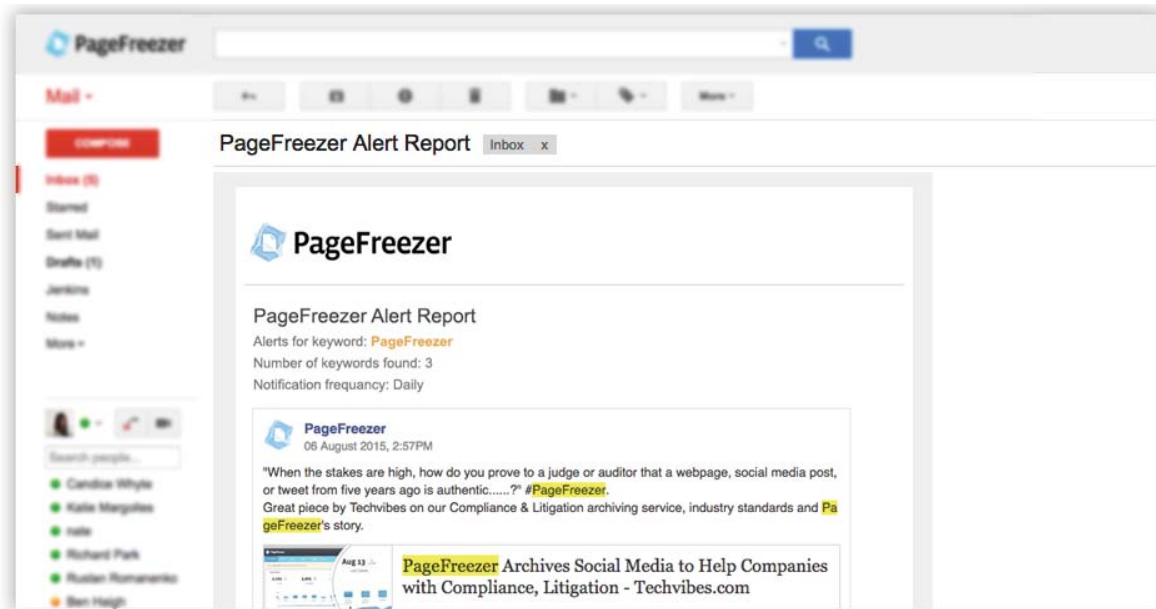


Figure 10: Email alerts are sent out when certain keywords are used on your social media accounts

The keyword alert feature will be released in May 2017.

2.8 Public Portal

Recent research by the University of London estimates the costs of FOIA requests to be **\$685.00 per request** to US government agencies. PageFreezer can help providing better transparency while also cutting the costs of public records request by making your social media archives available on a public self-service web portal.

The Public Portal makes it really easy for government agencies to share their social media archives with the public 24x7 through full-text search and browsing.

The Public Portal includes the following features:

- Customizable Portal page: change background images, color, text, logo, style and fonts
- Share all or a selection of your website and social media archives
- Filter and browse the archives
- Full text search archives
- Download archived pages in PDF
- Visually compare different versions of archived pages

One of the first customers to go live with the PageFreezer Public Portal was the city of Sacramento. The portal can be viewed on: <https://webarchive.cityofsacramento.org/>

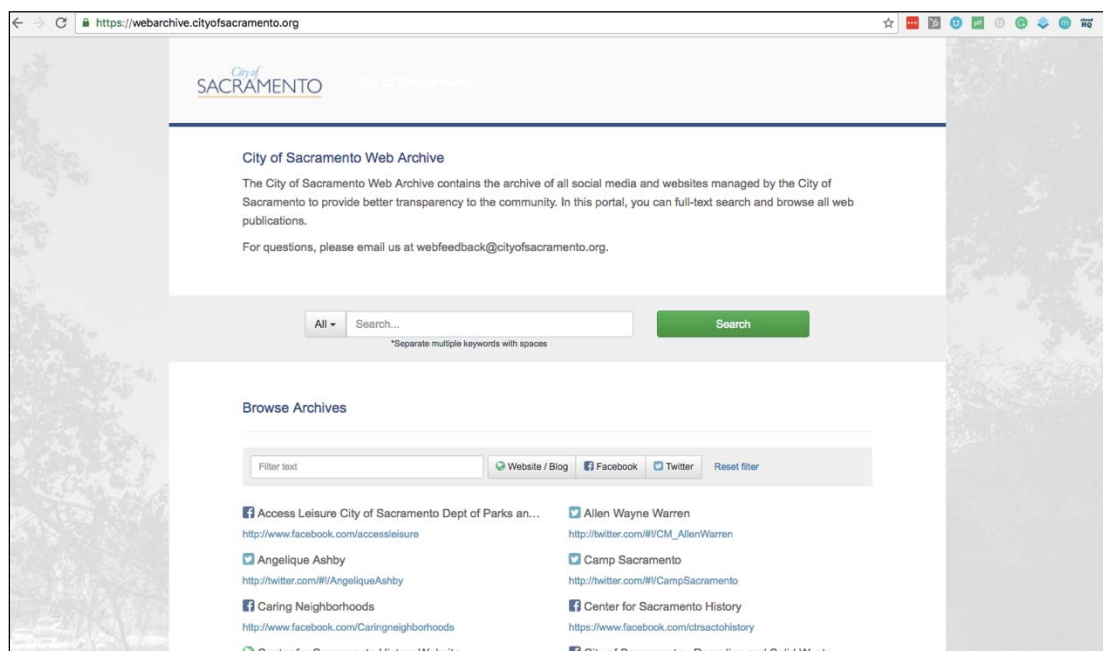


Figure 11: Example of a Public Portal to share social media archives with the public

2.9 Digital Signatures & Timestamps

While it's nice to know your organization is in line with the Tennessee Open Records Act requirements, bear in mind that the risk of litigation against your agency is a pressing issue that must be addressed. Many companies mistakenly believe that being in compliance with records retention laws automatically means their records won't be challenged in court. The Federal Rules of Evidence (rule 901) require proof that the electronic evidence has not been altered, misrepresented, or tampered with. Courts are increasingly critical of the validity of digital evidence.

For digital records to be accepted in court, you must be able to prove their authenticity and integrity. Data authenticity verifies that the presented web content was indeed from your website and was online at a specified date. Data integrity verifies that the presented web content is an exact representation of the original and has not been changed over time. If you can't prove the verifiability of your digital evidence, it will likely be thrown out as in the pivotal case of Vinhee vs. American Express, in which Vinhee (who was filing bankruptcy while owing over \$40,000 to AMEX) won his case without legal representation and without even attending the trial. AMEX lost because the company rested its case on its own internal computer records, which could not be proven authentic to the satisfaction of the court.

This was a trend-setting verdict for the emerging issue of electronic evidence in court. Subsequent cases have upheld the same standards and continue to place the burden of proof on the submitter of the digital files. According to Judge Christopher Klein (in his comments on the Vinhee case), the key issue is that "the record is what it purports to be." **PageFreezer meets the standards for digital evidence and facilitates the legal hold process by:**

- **Stamping each archived page with an RFC 3136 compliant Time Stamp Authority** securely synchronized with the certified atomic clocks of a Stratum-1 Time Server. This non-refutable time that cannot be altered without detection provides evidence of the time of capture.
- **Stamping each archived page with a 256-bit strong digital signature**, ensuring data integrity and authenticity. This proves the pages have not been altered over time.
- **Recording the Chain of Custody for each archived page** by keeping logs of every transaction on our servers, from the first request we send to your web server to capture a page, till the moment it is securely stored on our fault-tolerant data cloud.
- **Providing prompt export of the archived files**, in PDF or native format (HTML, CSS, etc), including the digital timestamps/signatures in legal hold cases

PageFreezer is built on a Public Key Infrastructure which complies with requirements outlined in the "Electronic Signatures in Global National Commerce Act" and the "Uniform Electronic Transactions Act." You can rest assured that your web archives will stand up as admissible evidence in court.

2.10 Analytics Reporting

The PageFreezer Dashboard provides metrics for each social media account that is being archived. For each social media account, a detailed breakdown of the social interaction per account is displayed in a graph.

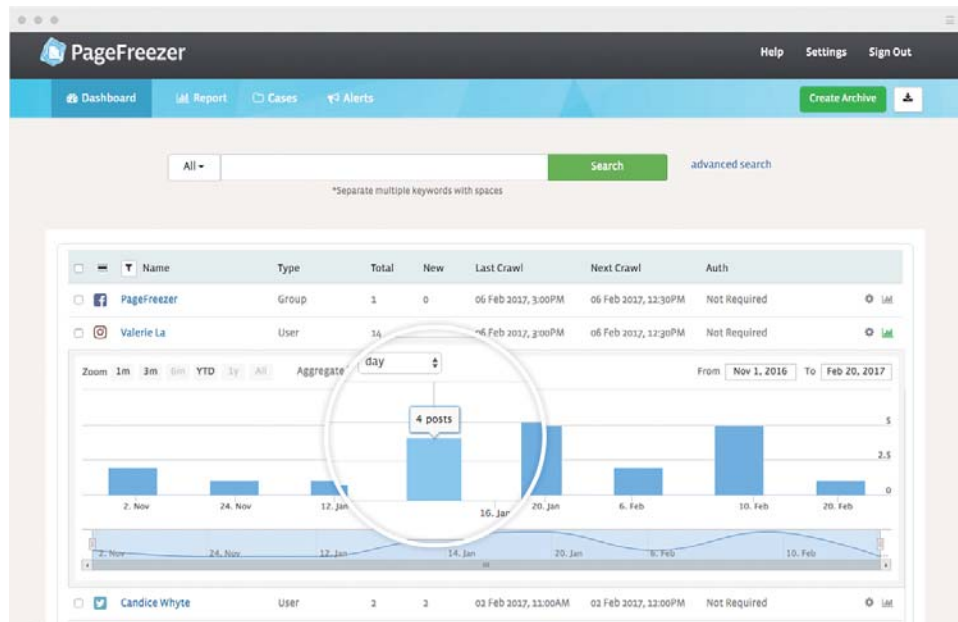


Figure 12: Each account has a graph with metrics about social conversation

Custom views can be created for each social media account using a combination of keywords, date range and filters. The result can be exported in PDF or spreadsheet format.

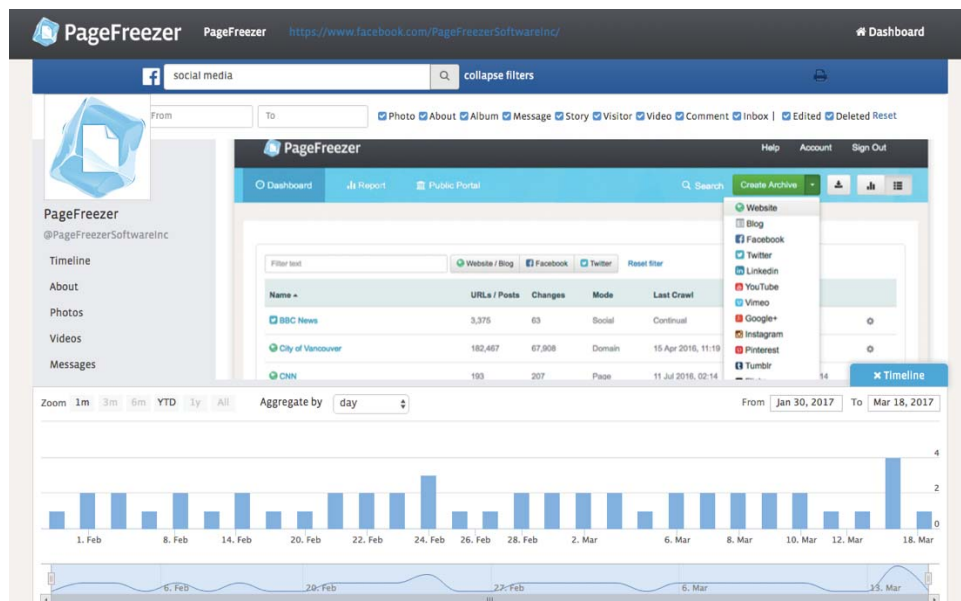


Figure 13: Custom reports based on keywords, date range and filters

2.11 Records Retention Schedule

At the beginning of the project, a records retention schedule is discussed. Retention rules can be scheduled based on the period after publication of a social media message per social media account or network.

2.12 Long Term Storage

Comprehensive archiving of your websites is of vital importance in case of investigation or litigation. We understand that you are trusting PageFreezer to handle your archives responsibly. That's why we store your archives on a fault-tolerant data cloud at our SSAE16 compliant data center with secure data nodes in Seattle.

During your subscription, we will not change or destroy any of your archived content except in connection with migrating the data to another storage device. Even in that case, we take precautions to ensure that a copy of the data is placed on the storage device to which the archive is being migrated. Your archives are safe with us.

2.13 Litigation Hold

Should you need to produce any of your web pages as legal evidence, PageFreezer supports Litigation Holds. We put every archived page directly "on hold" after it's been captured; we never change or destroy any of your archived content (unless by your retention schedule or written request from you). A legal hold request is given priority "Major" in our SLA.

To support your team with legal holds, users can flag social media records that are important and add them to a case. Cases can be exported in PDF including metadata and the conversation thread with the same look and feel as the original social media network for use by your counsel.

PageFreezer can provide (notarized) affidavits if needed to further strengthen your case.

Data collected by PageFreezer have been successfully used by some of the largest US law firms and Fortune-500 companies in high-stake cases.

3 Deployment & Support

Deploying PageFreezer is a straight forward process and consists of the following steps:

1. **Introduction:** in the first kick-off meeting, you will be introduced to your dedicated Customer Success Manager (Ira Dixon) who will act as your point of contact and to your dedicated technical support engineer (Ricard Park). They will guide you through the set-up process and provide on-going support to you.
2. **Setup:** provide use with the list of social media networks to be captured and the email addresses of the managers. The manager will receive an email to connect their social media network with PageFreezer with a single click and the rest goes automatically. If you don't have the email addresses for all managers, you can connect them yourself.
3. **Demonstration/orientation:** the PageFreezer Support team is available to provide demonstration to any decision makers or managers that would like to be updated with the project.
4. **Training:** PageFreezer will provide online training for all administrators and users covering the latest features. In addition, new team members can attend weekly free group training sessions each Thursday at 10am PST.
5. **Set-up of Public Access Portal:** the PageFreezer Support team can guide you in the deployment of the Public Access portal to open up archives to the public.
6. **Customer Support:** after the initial set-up, support will be given through our helpdesk process. PageFreezer offers support via phone and email between 8am and 5am PST and a webportal with documentation, FAQ's and instruction videos.

This review and improvement cycle would take 2 weeks. Additional time can be made to accommodate training schedules of your agency.

PageFreezer has a dedicated and skilled software development team of 15 engineers who are constantly improving and expanding the capabilities of the product. Software updates are coming out every 2-3 weeks that contain bug fixes, new features and other improvements. PageFreezer is maintaining support for existing social media networks and adding new networks every quarter.

We really enjoy speaking with our customers about their use-cases and how to improve the product. Many of the ideas like the Public Portal or the integration with GovQA are the results of customer requests. We're looking forward to not only work with your as a customer but also hear your ideas how we can make your life easier.

4 References

Testimonials: <https://www.pagefreezer.com/testimonials/>

Product reviews: <https://www.g2crowd.com/products/pagefreezer/reviews>

References:

City of Sacramento, CA
Natasha Greer
ngreer@cityofsacramento.org

San Juan County, WA
Tony Harrell
tonyh@sanjuanco.com

Mecklenburg County
Keisha Portis
keisha.portis@mecklenburgcountync.gov

GENERAL SPECIFICATIONS SOCIAL MEDIA ARCHIVE SERVICES

1. GENERAL NOTICE

- 1.1 Lancaster County, hereinafter referred to as Owner, is requesting bids from qualified companies, hereinafter referred to as Vendor(s) for Social Media Archive Services to provide a comprehensive archive of all County social media accounts and make their content easy to search, sort, and retrieve.
 - 1.1.1 The County intends to have four (4) Users as part of the initial contract term. Vendors shall bid accordingly.
- 1.2 An award will be made to the lowest, responsible, responsive Vendor whose bid substantially meets all of the required specifications, duties, terms and conditions as defined in this request.
- 1.3 Any deviation from these Specifications or any other bid document must be documented on Company Letterhead and attached to the Supplier Response section of your Ebid response.
- 1.4 Vendor must submit their bid and all attachments via the City/County Ebid system.
 - 1.4.1 To submit a bid, Vendor must be registered with the City of Lincoln/Lancaster County Purchasing Dept.
 - 1.4.2 To register, go to the City of Lincoln website; lincoln.ne.gov
Type bid in search box
Click on "supplier registration"
Follow instructions to completion.
- 1.5 All inquiries regarding these specifications shall be directed via e-mail request to Bob Walla, Purchasing Agent (rwalla@lincoln.ne.gov).
 - 1.5.1 These inquiries and/or responses shall be distributed to prospective Vendors as an electronic addenda.
 - 1.5.2 All inquiries must be submitted to the Purchasing Office 48 hours prior to the bid opening.
 - 1.5.3 Vendors are not allowed to discuss this bid with any County employee or elected official other than the City/County Purchasing Staff through the award process.
 - 1.5.3.1 Failure to follow this requirement may result in immediate disqualification of your bid.
- 1.6 The Owners Representative for this project will be David Derbin – Lancaster County Attorney's Office.
- 1.7 The awarded bid and issued contract is not assignable without the written approval of the Owner.
- 1.8 Payment will be made within 30 days of receipt of invoice and final approval and inspection by Owners Representative, and on a yearly basis for maintenance of the approved solution upon written amendment execution by both parties.
- 1.9 Vendor shall provide a list of at least three (3) references where the same type of service has been in continuous use for at least 5 years.
 - 1.9.1 Reference information shall include the following:
The name of the company or organization, contact person, email address of the contact person and the date service was put into use.
 - 1.9.2 This information will be typed on the Vendor's company letterhead and attached to the Response Attachments section of the Ebid response.
- 1.10 Brochures and/or flyers explaining the services being offered as part of the bid response shall be attached to the Response Attachments section of the Ebid response.
- 1.11 All bids shall include a monthly or annual fee structure (or structures, if multiple options for different levels of service are available).

- 1.11.1 Bids must also include any costs for implementation and training and a timeline for implementation.
- 1.11.2 Vendors must provide a Line Item Lump Sum cost for the original year.
 - 1.11.3 Yearly maintenance fee for the remaining three years shall also be provided.
- 1.12 Vendor must attach any and all Terms and Conditions that they would request as part of their proposal to the Response Attachment section of the Ebid response.

2. CONTRACTOR INSURANCE

- 2.1 The awarded Vendor shall furnish the Owners with a Certificate of Insurance ACORD and associated endorsements in the kinds and minimum amounts as detailed in the attached "Insurance Requirements for all Contracts" at time of award.
- 2.2 All certificates of insurance and endorsements shall be filed with the Owners on the standard ACORD Certificate of Insurance form showing specific limits of insurance coverage required and showing Lancaster County as "Named Additional Insured" as pertains to these services.
- 2.3 **Vendors are strongly encouraged to send the insurance requirements and endorsement information to their Insurance Agent during the bid process in order to ensure contract execution within 5 days of award notice.**

3. QUALIFICATIONS OF THE BIDDER

- 3.1 The Owner may investigate as deemed necessary to determine the ability of the Vendor to perform the required work, and the Vendor shall furnish to the Owners all such information and data for this purpose.
- 3.2 No Vendor will be considered who is not at the present time actively engaged in the performance of supply of social media archive services and who cannot clearly demonstrate to the satisfaction of the Owners, his/her ability to satisfactorily provide the service in accordance with the requirements of this specification and standards of the industry.

4. ARCHIVE SERVICE REQUIREMENTS

- 4.1 Vendors must provide a service that provides a minimum of the past five years' worth of records which are easily accessible.
- 4.2 Ability to maintain a complete and searchable archive of each account.
- 4.3 Additional minimum requirements of the service shall include the following:
 - 4.3.1 Automated daily archiving of all existing content on County social media platforms, including text, photos, links, metadata, and public comments. This should include the ability to archive deleted posts.
 - 4.3.2 Ongoing archiving of new content as it is generated.
 - 4.3.3 Archive is digitally signed and time-stamped.
 - 4.3.4 Ability to create records retention rules.
 - 4.3.5 Analytics reporting.
 - 4.3.6 Compliance with federal and State of Nebraska public records laws.
 - 4.3.7 A user-friendly full text search function using keywords.
 - 4.3.8 Secure hosting of the archive.
 - 4.3.9 Compliance with e-discovery and litigation requests.
 - 4.3.10 An option to download a local copy of individual records and/or the entire archive.
 - 4.3.11 A designated maintenance team to provide timely technical assistance and support as needed.
- 4.4 Vendor may be required to provide an online webinar or other demonstrations upon request of the Owner Representative to prove that they can meet the requirements as listed herein prior to contract award.

- 4.4.1 Failure to provide demonstrations as requested or to effectively prove that service meets specifications will result in rejection of bid as being non-responsive.
- 4.5 A minimum of two (2) hours of online training for up to five (5) County staff members on a day designated by the Owner Representative.

5. PROJECT DELIVERY

- 5.1 The Owner requests that the original service be completed, approved, and fully operable within 30 days of Notice To Proceed.

6. EVALUATION CRITERIA

- 6. Evaluation of bids will consist of the following:
 - 6.1.1 Total price of service and other pricing factors that will amount to the best value to the Owners.
 - 6.1.2 Ability to meet timelines as requested.
 - 6.1.3 Ability to meet, and deviations, from these Specifications.
 - 6.1.4 References

INSTRUCTIONS TO BIDDERS

LANCASTER COUNTY, NEBRASKA

PURCHASING DIVISION

E-Bid

1. **BIDDING PROCEDURE**

- 1.1 Sealed bid, (formal and informal), subject to Instructions and General Conditions and any special conditions set forth herein, will be received in the office of the Purchasing Division, 440 So. 8th St., Lincoln, NE 68508, until the bid closing date and time indicated for furnishing Lancaster County, hereinafter referred to as "County", the materials, supplies, equipment or services shown in the electronic bid request.
- 1.2 Bidders shall use the electronic bid system for submitting bids and must complete all required fields. If you do not care to bid, please respond to the bid request and note your reason.
- 1.3 Identify the item you will furnish by brand or manufacturer's name and catalog numbers. Also furnish specifications and descriptive literature if not bidding the specific manufacturer or model as listed in the specifications.
- 1.4 Any person submitting a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Bids received after the time and date established for receiving bids will be rejected.
- 1.6 The Bidders and public are invited, but not required, to attend the formal opening of bids. At the opening, prices will be displayed electronically and/or read aloud to the public. The pricing is also available for immediate viewing on-line. No decisions related to an award of a contract or purchase order will be made at the opening.

2. **BID SECURITY**

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or Bidder's bond, may be required to be submitted with this bid document, as indicated on the bid.
 - 2.1.1 Bid security, if required, shall be in the amount specified on the bid. The bid security must be scanned and attached to the "Response Attachments" section of your response or it can be faxed to the Purchasing office at 402-441-6513. The original bid security should then be sent or delivered to the office of the Purchasing Division, 440 S. 8th St., Ste. 200, Lincoln, NE 68508 within three (3) days of bid closing.
 - 2.1.2 If bid security is not received in the Purchasing Division as stated above, the vendor may be determined to be non-responsive.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful Bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful Bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the County.
 - 2.4.2 For all other contracts: upon approval by the County of the executed contract and bonds.
- 2.5 County shall have the right to retain the bid security of Bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the County as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this bidding document:
 - 2.6.1 If the Bidder fails or refuses to enter into a contract on forms provided by the County, and/or if the Bidder fails to provide sufficient bonds or insurance within the time period as established in this bidding document.

3. **BIDDER'S REPRESENTATION**

- 3.1 Each Bidder by electronic signature and submitting a bid, represents that the Bidder has read and understands the bidding documents, the bid attributes, the bid attachments, and the bid has been submitted in accordance therewith.
- 3.2 Each Bidder for services further represents that the Bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

4. **INDEPENDENT PRICE DETERMINATION**

- 4.1 By submitting this bid, the Bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder prior to bid opening directly or indirectly to any other Bidder or to any competitor; no attempt has been made, or will be made, by the Bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

5. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 5.1 Bidders shall promptly notify the Purchasing Agent or designee of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents.
- 5.2 Bidders desiring clarification or interpretation of the bidding documents for formal bids shall make a written request which must reach the Purchasing Agent or designee at least five (5) calendar days prior to the date and time for receipt of formal bids.
- 5.3 Changes made to the bidding documents will be issued electronically. All vendors registered for that bid will be notified of the addendum. Subsequent Bidders will only receive the bid with the addendum included.
- 5.4 Oral interpretations or changes to the bidding documents made in any manner other than written form, will not be binding on the County; and Bidders shall not rely upon such interpretations or changes.

6. ADDENDA

- 6.1 Addenda are instruments issued by the County prior to the date for receipt of bids which modify or interpret the bidding document by addition, deletion, clarification or correction.
- 6.2 Addenda notification will be made available to all registered vendors immediately via e-mail for inspection on-line.
- 6.3 No formal bid addendums will be issued later than forty-eight (48) hours prior to the date and time for receipt of formal bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.

7. ANTI-LOBBYING PROVISION

- 7.1 During the period between the advertised date and the contract award, Bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the County Board or County staff except in the course of County-sponsored inquiries, briefings, interviews, or presentations, unless requested by the County.

8. BRAND NAMES

- 8.1 Wherever in the specifications or bid that brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 8.2 It is the Bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the County that said item is equal to, or better than, the product specified.
- 8.3 Bids for alternate items shall be stated in the appropriate space on the E-Bid form. Bidders MUST attach to its bid documents in the Vendor Attachment Section of the E-Bid, a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation.
- 8.4 The Bidder must indicate any variances and explain by item number from the bidding document no matter how slight.
- 8.5 If variations are not stated in the bid, it will be assumed that the item being bid fully complies with the County's bidding documents.

9. DEMONSTRATIONS/SAMPLES

- 9.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the County.
- 9.2 Such demonstration can be at the County delivery location or a surrounding community.
- 9.3 If items are small and mailable, and the Bidder is proposing an alternate product, the Bidder shall supply a sample of the exact item. Samples will be returned at Bidder's expense after receipt by the County of acceptable goods. The Bidder must indicate how samples are to be returned.

10. DELIVERY (Non-Construction)

- 10.1 Each Bidder shall state on the bid the date upon which it can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 10.2 The County reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the bid.
- 10.3 All bids shall be based upon **inside** delivery of the equipment or merchandise F.O.B. to the County at the location specified by the County, with all transportation charges paid.
- 10.4 At the time of delivery, a designated Lancaster County employee will sign the invoice/packing slip. The signature will only indicate that the order has been received and the items actually delivered agree with the delivery invoice. This signature does not indicate all items meet specifications, were received in good condition and/or that there is not possible hidden damage or shortages.

11. WARRANTIES, GUARANTEES AND MAINTENANCE

- 11.1 Copies of the following documents, if requested, shall accompany the bid proposal for all items being bid:
 - 11.1.1 Manufacturer's warranties and/or guarantees.
 - 11.1.2 Bidder's maintenance policies and associated costs.
- 11.2 As a minimum requirement of the County, the Bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the County. Replacement parts of defective components shall be shipped at no cost to the County. Shipping costs for defective parts required to be returned to the Bidder shall be paid by the Bidder.

12. ACCEPTANCE OF MATERIAL

- 12.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 12.2 Material delivered under this bid shall remain the property of the Bidder until:
 - 12.2.1 A physical inspection and actual usage of the material is made and found to be acceptable to the County; and
 - 12.2.2 Material is determined to be in full compliance with the bidding documents and accepted bid.
- 12.3 In the event the delivered material is found to be defective or does not conform to the bidding documents and accepted bid, the County reserves the right to cancel the order upon written notice to the Bidder and return materials to the Bidder at Bidder's expense.
- 12.4 Awarded Bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the Lancaster County, Nebraska, as required by the bidding documents or purchase orders.
- 12.5 Awarded Bidder's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

13. BID EVALUATION AND AWARD

- 13.1 The electronic signature shall be considered an offer on the part of the Bidder. Such offer shall be deemed accepted upon issuance by the County of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 13.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each Bidder so agrees in submitting the bid.
- 13.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 13.4 The bid will be awarded to the lowest responsive, responsible Bidder whose bid will be most advantageous to the County, and as the County deems will best serve the requirements and interests of the County.
- 13.5 The County reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the County.
- 13.6 In order to determine if the Bidder has the experience, qualification, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the County. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 13.7 The County reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the bid incomplete, indefinite or ambiguous.
- 13.8 Any governmental agency may piggyback on any contract entered into from this bid.

14. INDEMNIFICATION

- 14.1 The Bidder shall indemnify and hold harmless, to the fullest extent allowed by law, the County, its agents, officers, employees and representatives from and against all claims, demands, suits, actions, payments, liability, judgements and expenses (including court-ordered attorney's fees), arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, civil rights liability, or injury to or destruction of tangible property, including the loss of use resulting therefrom, and that are caused in whole or in part by the Bidder, its employees, agents, any subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the County for any losses, claims, damages and expenses arising out of or resulting from the sole negligence of the County, its agents, employees, or representatives.
- 14.2 In any and all claims against the County or any of its members, officers or employees by an employee of the Bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 14.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the Bidder or any subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

15. TERMS OF PAYMENT

- 15.1 Unless stated otherwise, the County will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

16. LAWS

- 16.1 The laws of the State of Nebraska shall govern the rights, obligations, and remedies of the parties under this bid and any contract reached as a result of this process.
- 16.2 Bidder agrees to abide by all applicable local, state and federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 16.3 The Bidder agrees to hold the County harmless from any claims resulting from the Bidder's unlawful disclosure or use of private or confidential information.

17. EQUIPMENT TAX ASSESSMENT

- 17.1 Any bid for public improvement shall comply with Nebraska Revised Statutes 77-1323 and 77-1324. Indicating; every person, partnership, limited liability company, association or corporation furnishing labor or material in the repair, alteration, improvement, erection, or construction of any public improvement shall sign a certified statement which will accompany the contract. The certified statement shall state, stating that all equipment to be used on the project, except that acquired since the assessment date, has been assessed for taxation for the current year, giving the county where assessed.

18. AFFIRMATIVE ACTION

- 18.1 Each Bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status.
- 18.2 The successful Bidder will be required to comply with the provisions of the County's Affirmative Action Policy.
- 18.3 The Equal Opportunity Officer will determine compliance or non-compliance with the County's Affirmative Action Policy upon a complete and substantial review of successful Bidder's equal opportunity policies, procedures and practices.
- 18.4 The County provides equal opportunity for all Bidders and encourages minority businesses, women's businesses and locally owned business enterprises to participate in our bidding process.

19. INSURANCE

- 19.1 All Bidders shall take special notice of the insurance provisions required for all County contracts (see *Insurance Clause for All County Contracts*).

20. EXECUTION OF CONTRACT

- 20.1 Depending on the type of service provided, one of the following methods will be employed. The method applicable to this contract will be checked below:
 - a. **PURCHASE ORDER**, unless otherwise noted.
 - 1. This contract shall consist of a Lancaster County Purchase Order.
 - 2. A copy of the Bidder's bid response (or referenced bid number) attached and that the same, in all particulars, becomes the contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents.
 - b. **CONTRACT**, unless otherwise noted.
 - 1. County will furnish of the Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance (as required), surety bonds properly executed (as required), and Contract signed and dated.
 - 2. The prepared documents shall be returned to the Purchasing Office within 10 days (unless otherwise noted).
 - 3. The County will sign and date the Contract and submit the Contract to the County Board of Commissioners for approval and signature.
 - 4. Upon approval and signature, the County will return one copy to the successful Bidder.

21. TAXES AND TAX EXEMPTION CERTIFICATE

- 21.1 The County is generally exempt from any taxes imposed by the State or Federal Government. A Tax Exemption Certificate will be provided as applicable.

22. E-VERIFY

- 22.1 In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to www.uscis.gov/everify.

In furtherance of Neb. Rev. Stat. §84-712 et seq., all proposals or responses received may be subject to a public records request. Responses to public records requests may include the entire proposal or response. Bidders must request that proprietary information be excluded from the posting. The bidder must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate container or envelope marked conspicuously in black ink with the words "PROPRIETARY INFORMATION". The bidder must submit a detailed written showing that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992) THE BIDDER MAY NOT ASSERT THAT THE ENTIRE PROPOSAL IS PROPRIETARY. COST PROPOSALS WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA. The City and/or County will then determine, in its discretion, if the interests served by nondisclosure outweighs any public purpose served by disclosure. (See Neb. Rev. Stat. § 84-712.05(3)) The Bidder will be notified of the agency's decision. Absent a City and/or County determination that information is proprietary, the City and/or County will consider all information a public record subject to release regardless of any assertion that the information is proprietary. If the agency determines it is required to release proprietary information, the bidder will be informed. It will be the bidder's responsibility to defend the bidder's asserted interest in nondisclosure. To facilitate such public postings, with the exception of proprietary information, the City of Lincoln and/or Lancaster County reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract, proposal, or response to this RFP for any purpose, and to authorize others to use the documents. Any individual or entity awarded a contract, or who submits a proposal or response to this bid/RFP, specifically waives any copyright or other protection the contract, proposal, or response to the bid/RFP may have; and, acknowledges that they have the ability and authority to enter into such waiver. This reservation and waiver is a prerequisite for submitting a proposal or response to this RFP, and award of a contract. Failure to agree to the reservation and waiver will result in the proposal or response to the bid/RFP being found nonresponsive and rejected. Any entity awarded a contract or submitting a proposal or response to the bid/RFP agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the City and/or County and its employees, volunteers, agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses, sustained or asserted against the City and/or County, arising out of, resulting from, or attributable to the releasing of the contract or the proposals and responses to the RFP, awards, and other documents in accordance with the state public records laws.