

City Council Agenda Items  
and  
Contracts, Leases or Agreements

8/6/2013

City Council Meeting Date  
Agenda Items Only

Don Marr  
Submitted By

Division

Chief of Staff/ Mayor's Office  
Department

Action Required:

Approval of Contract and Budget Adjustment with Everbridge for Emergency Notification contract services (RFP13-07) for the City of Fayetteville.

\$ 32,000.00  
Cost of this request

NA  
Category / Project Budget

Emergency Notification  
Program Category / Project Name

Account Number

\$ -  
Funds Used to Date

Program / Project Category Name

Project Number

\$ -  
Remaining Balance

Fund Name

Budgeted Item

Budget Adjustment Attached

*Don Marr*  
Department Director

7/19/13  
Date

Previous Ordinance or Resolution # \_\_\_\_\_

*W. Kelly*  
City Attorney

7-22-13  
Date

Original Contract Date: \_\_\_\_\_

Original Contract Number: \_\_\_\_\_

*Paul A. Buler*  
Finance and Internal Services Director

7-23-2013  
Date

Received in City Clerk's Office 87-19-13 P04:38  
*dmw*

*Don Marr*  
Chief of Staff

7-23-13  
Date

Received in Mayor's Office  
ENTERED 7/22/13  
*PH*

*Trieste Jordan*  
Mayor

7/22/13  
Date


Comments:



**City Council Meeting Date:**  
**8/6/2013**

**City Council Agenda Memo**

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**To:** Mayor and Members of the City Council  
**From:** Don Marr, Chief of Staff   
**Thru:** Mayor Jordan  
**Date:** 7/19/2013  
**Subject:** RFP 13-07 Emergency notification Services for the City of Fayetteville

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**Recommendation:**

The RFP 13-07 Selection Committee recommends that the City of Fayetteville, AR contract with Everbridge for mass emergency notification services city-wide

**Background:**

The City of Fayetteville has evaluated numerous mass emergency notification systems over the past 2 years, and at the direction of Washington County Emergency Management, and in alignment with the City of Fayetteville's emergency management plan, the City selected a RFP Selection Committee to evaluate services and make a recommendation for contract to the full City Council.

The City currently utilizes GovDelivery, as a notification system, however, it does not have polygon technology, so notifications must go to all citizens, rather than only those citizens impacted by the events occurring (such as road closures for flooding) and those citizens within the path of a pending storm. The current notification system is manual, and requires monitoring and posting by the system administrators and/or dispatch, while many of the new systems have automatic weather notification capabilities.

Additionally the City Emergency Management Team wanted to improve our city's notification capabilities via text utilizing SMS technology rather than STMP technology. SMS technology does not have character limitations so truncated messages are not done which is important in major event mass notifications. We believe that texting notification capabilities is important due to our University environment, and the high use of texting in our community. Lastly, we felt it was important to have an application that provided a smart phone application for those individuals traveling within and out of our city due to the number of travelers who come to our community or for citizens who reside within the City who may be traveling across town during a significant weather event. The RFP selection committee believed in all of these areas Everbridge was the superior product. Lastly, we felt it was important for the City of Fayetteville to own the enrollment data input into the system. Should in the future the City of Fayetteville decide to change providers, the City would retain the enrollment information and not lose the date or the investment in marketing and promotion efforts which were utilized to gain registered subscribers to the notification system application. Everbridge was the finalist who allowed the City to retain ownership of the data. Details of the product are attached, and Everbridge provided a long list of customers many of who are governmental entities.

**Budget Impact:**

**The cost of the service is \$28,051.21 plus any applicable taxes and reimbursable travel expenses for training and implementation. A budget adjustment is attached for \$32,000 to full implement this emergency mass notification system.**

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION AWARDING RFP #13-07 AND APPROVING A CONTRACT WITH EVERBRIDGE, INC. FOR THE PROVISION OF EMERGENCY NOTIFICATION SERVICES, AND APPROVING A BUDGET ADJUSTMENT IN THE AMOUNT OF \$32,000.00

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:**

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby awards RFP #13-07 and approves a contract with Everbridge, Inc. for the provision of emergency notification services.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment in the amount of \$32,000.00, a copy of which is attached to this Resolution as Exhibit "A".

**PASSED and APPROVED** this 6<sup>th</sup> day of August, 2013.

APPROVED:

ATTEST:

By: \_\_\_\_\_  
**LIONELD JORDAN, Mayor**

By: \_\_\_\_\_  
**SONDRA E. SMITH, City Clerk/Treasurer**

**City of Fayetteville, Arkansas  
Budget Adjustment Form**

V13.0107 A. 12  
RFP #13-07 Everbridge, Inc.  
Page 5 of 138

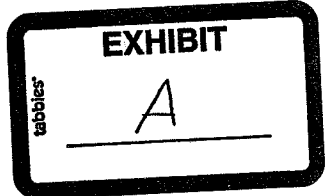
<b>Budget Year</b>  2013	Division: Chief of Staff Department: Chief of Staff	<b>Request Date</b>  7/19/2013	<b>Adjustment Number</b>
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**BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION**

\$32,000 for the a implementation of an Emergency Notification System. The funding for this adjustment includes initial startup costs and the maintenance fees for 2013.

<u>Don M... Division Head</u>	<u>                    </u> Date	Prepared By: <u>Kevin C Springer</u>
<u>                    </u> Budget Director	<u>                    </u> Date	Reference: <u>                    </u>
<u>                    </u> Department Director	<u>                    </u> Date	Budget & Research Use Only
<u>Paul a. P... Finance Director</u>	<u>7-22-2013</u> Date	Type:    A        B        C        D        E        P
<u>                    </u> Chief of Staff	<u>7-23-13</u> Date	General Ledger Date <u>                    </u>
<u>                    </u> Mayor	<u>7/22/13</u> Date	Posted to General Ledger <u>                    </u> Initial <u>                    </u> Date <u>                    </u>
		Checked / Verified <u>                    </u> Initial <u>                    </u> Date <u>                    </u>

TOTAL BUDGET ADJUSTMENT		32,000	32,000	
		Increase / (Decrease)		
Account Name	Account Number	Expense	Revenue	Project.Sub Number
Contract Services	1010.0700.5315.00	32,000	-	.
Use of Fund Balance	1010.0001.4999.99	-	32,000	.
		-	-	.



This Core Platform Service Agreement (“**Agreement**”) is entered into by and between Everbridge, Inc. (“**Everbridge**”), and City of Fayetteville, Arkansas (“**Customer**”), effective on the date of Customer’s signature below (“**Effective Date**”). Everbridge and Customer are each hereinafter sometimes referred to as a “**Party**” and collectively, the “**Parties**”.

**1. SERVICE.** Everbridge shall provide Customer access to its proprietary interactive communication and mass notification services (the “**Service(s)**”) subject to the terms and conditions set forth in this Agreement and the description of services and pricing provided in the applicable quote (the “**Quote**”). If applicable, Everbridge shall provide training and professional services in accordance with the Pricing as set forth in the Quote. Everbridge shall provide Customer with login and password information for each User (as defined below) and will configure the Service to contact the maximum number of persons or communication devices (each a “**Contact**”) purchased by Customer as set forth in the Quote.

**2. PAYMENT TERMS.** Customer shall pay the fees set forth in the Quote (“**Pricing**”). If Customer exceeds the usage levels specified in the Quote, then Everbridge may invoice Customer for any overages at then current rates. Everbridge shall invoice Customer annually in advance. All payments shall be made within thirty (30) days from receipt of invoice. Pricing does not include any local, state, federal or foreign taxes, levies or duties of any nature, all of which Customer is responsible for paying, except for those relating to Everbridge’s income.

### **3. CUSTOMER RESPONSIBILITIES.**

**3.1 Users.** Customer shall in its discretion authorize certain of its employees and contractors (“**User(s)**”) to access the Service. Each User must be bound in writing to confidentiality obligations that are no less restrictive than those set forth herein, and that are sufficient to permit Customer to fully perform its obligations under this Agreement. “**Users**” shall not be construed to include citizens of Customer or others who are merely receiving notifications or communications pursuant to the Service. Customer shall undergo the initial setup and training as set forth in the Implementation inclusion sheet provided with the Quote. The Implementation sheet provides a detailed list of the services included as part of the implementation purchased and the corresponding timelines. If Customer fails to complete the Implementation process within the sixty (60) day timeframe, Customer must purchase any additional implementation services. Customer shall be responsible for: (i) ensuring that Users maintain the confidentiality of all User login and password information; (ii) ensuring that Users use the Service in accordance with all applicable laws and regulations, including those relating to use of personal information; (iii) any breach of the terms of this Agreement by any User; and (iv) all communications by Users using the Service. Customer shall promptly notify Everbridge if it becomes aware of any User action or omission that would constitute a breach or violation of this Agreement.

**3.2 Customer Data.** “**Customer Data**” is all electronic data transmitted to Everbridge in connection with the use of the Service. Customer Data provided by Customer shall be true, accurate, current and complete, and shall be in a form and format specified by Everbridge. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data. By

purchasing the Service, Customer represents that it has the right to authorize and hereby does authorize Everbridge and its “**Service Providers**” to collect, store and process Customer Data subject to the terms of this Agreement. “**Service Providers**” shall mean communications carriers, data centers, collocation and hosting services providers, and content and data management providers that Everbridge uses in providing the Service. Customer shall maintain a copy of all Customer Data for its Contacts that it provides to Everbridge. Customer acknowledges that the Service is a passive conduit for the transmission of Customer Data and Everbridge shall have no liability for any errors or omissions or for any defamatory, libelous, offensive or otherwise objectionable or unlawful content in any Customer Data, or for any losses, damages, claims, suits or other actions arising out of or in connection with any Customer Data sent, accessed, posted or otherwise transmitted via the Service.

**4. TERM.** This Agreement will commence on the Effective Date and will continue in full force and effect until all executed Quotes have terminated, unless otherwise terminated in accordance with the termination rights set forth in this Agreement. If at the end of the applicable Quote, Customer intends to renew the Agreement, but has not provided a timely executed written renewal prior to the end of such term, then Everbridge, in its sole discretion, shall continue the Service(s) hereunder for thirty (30) days (the “**Grace Period**”) in order to secure an executed renewal by Customer, provided that Customer shall pay to Everbridge the annual fee then in effect divided by twelve (12) (the “**Monthly Holdover Fee**”). The Grace Period is provided to Customer as a courtesy so that Services will not be terminated prior to the execution of a renewal. Due to insurance and liability reasons Everbridge can only provide one Grace Period and will charge the Monthly Holdover Fee. The Monthly Holdover Fees are instituted in order to protect Customer from termination or suspension of the Services, but to insure that timely renewals are entered into. Monthly Holdover Fees shall not be returned or refunded to the Customer as a credit towards any renewal

### **5. TERMINATION; SUSPENSION.**

**5.1 Termination by Either Party.** Either Party may terminate this Agreement upon the other Party’s material breach of this Agreement, provided that (i) the non-breaching Party sends written notice to the breaching Party describing the breach in reasonable detail; (ii) the breaching Party does not cure the breach within thirty (30) days following its receipt of such notice (the “**Notice Period**”); and (iii) following the expiration of the Notice Period, the non-breaching Party sends a second written notice to the breaching Party indicating its election to terminate this Agreement.

**5.2 Termination by Everbridge.** If Customer fails to pay any amounts due within thirty (30) days of their due date, Everbridge may terminate this Agreement or suspend the Service in Everbridge’s sole discretion. Termination for non-payment shall not relieve Customer of its outstanding obligations (including payment) under this Agreement. If Everbridge suspends the Service, Customer’s account shall not be reactivated until Customer is in compliance with this Agreement and has paid all past due amounts plus a reconnection fee of \$1,000

**5.3 Suspension.** Everbridge may suspend, with or without notice, the Service or any portion for (i) emergency

network repairs, threats to, or actual breach of network security; (ii) any violation by Customer of Section 3.2 or 6.2; or (iii) any legal, regulatory, or governmental prohibition affecting the Service. In the event of a suspension under (i) or (iii), Everbridge shall use its best efforts to reactive any affected portion of the Service as soon as possible.

## 6. PROPRIETARY RIGHTS.

**6.1 Grant of License.** Everbridge hereby grants to Customer, during the term of this Agreement, a non-exclusive, non-transferable, non-sublicensable right to use the Service subject to the terms and conditions of this Agreement. Upon suspension of the Service or termination of this Agreement for any reason, the foregoing license shall terminate automatically and Customer shall discontinue all further use of the Service.

**6.2 Restrictions.** Customer shall use the Service solely for its internal business purposes and shall not make the Service available to, or use the Service for the benefit of, any third party except as expressly contemplated by this Agreement. Customer shall not: (i) copy, modify, reverse engineer, de-compile, disassemble or otherwise attempt to discover or replicate the computer source code and object code provided or used by Everbridge in connection with delivery of the Service (the “**Software**”) or create derivative works based on the Software, the Service or any portion thereof; (ii) merge any of the foregoing with any third party software or services; (iii) use any Everbridge Confidential Information to create a product that competes with the Software; (iv) remove, obscure or alter any proprietary notices or labels on the Software or any portion of the Service; (v) create internet “links” to or from the Service, or “frame” or “mirror” any content forming part of the Service, other than on Customer’s own intranets for its own internal business purposes; (vi) use, post, transmit or introduce any device, software or routine (including viruses, worms or other harmful code) which interferes or attempts to interfere with the operation of the Service; (vii) use the Service in violation of any applicable law or regulation; or (viii) access the Service for purposes of monitoring Service availability, performance or functionality, or for any other benchmarking or competitive purposes.

**6.3 Reservation of Rights.** Other than as expressly set forth in this Agreement, Everbridge grants to Customer no license or other rights in or to the Service, the Software or any other proprietary technology, material or information made available to Customer through the Service or otherwise in connection with this Agreement (collectively, the “**Everbridge Technology**”), and all such rights are hereby expressly reserved. Everbridge (or its licensors where applicable) owns all rights, title and interest in and to the Service, the Software and any Everbridge Technology, and all patent, copyright, trade secret and other intellectual property rights (“**IP Rights**”) therein, as well as (i) all feedback and other information (except for the Customer Data) provided to Everbridge by Users, Customer and Contacts, and (ii) all transactional, performance and derivative data and metadata generated in connection with the Services.

## 7. CONFIDENTIAL INFORMATION.

**7.1 Definition; Protection.** As used herein, “**Confidential Information**” means all information of a Party (“**Disclosing Party**”) disclosed 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. Confidential Information includes without limitation, any personally identifiable Customer Data, all Everbridge Technology, and either Party’s business and marketing plans, technology and technical information, product designs, reports and business processes. Confidential information does not include information subject to disclosure pursuant to any requirement of law. Confidential Information 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; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose other than performance or enforcement of this Agreement without the Disclosing Party’s prior written consent, unless (but only to the extent) otherwise required by a governmental authority. Each Party agrees to protect the Confidential Information of the other Party with the same level of care that it uses to protect its own confidential information, but in no event less than a reasonable level of care. Without limiting the foregoing, this Agreement and all terms hereof shall be Everbridge’s Confidential Information.

**7.2 Freedom of Information Act.** Customer contracts and documents prepared while performing Customer contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the Customer, Customer will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

## 8. WARRANTIES; DISCLAIMER.

**8.1 Everbridge Warranty.** Everbridge shall use commercially reasonable efforts to provide the Services herein contemplated. To the extent the Quote provides for any professional services, Everbridge shall perform them in a professional manner consistent with industry standards. THE FOREGOING REPRESENT THE ONLY WARRANTIES MADE BY EVERBRIDGE HEREUNDER AND EVERBRIDGE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

**8.2 Disclaimer.** THE SERVICE IS PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS. NEITHER EVERBRIDGE NOR ITS LICENSORS WARRANT THAT THE SERVICE WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL EVERBRIDGE HAVE ANY LIABILITY TO CUSTOMER, USERS, CONTACTS OR ANY THIRD PARTY FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING FROM FAILURE OF THE SERVICE TO DELIVER AN ELECTRONIC COMMUNICATION, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF EVERBRIDGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

### 8.3 Customer Representations and Warranties.

Customer represents and warrants that during use of the Service, Customer shall (i) clearly and conspicuously notify Contacts of the way in which their personal information shall be used, and (ii) have primary safety and emergency response procedures including, without limitation, notifying 911 or equivalent fire, police, emergency medical and public health officials (collectively, "**First Responders**"). Customer acknowledges and agrees that Everbridge is not a First Responder, and that the Service does not serve as a substitute for Customer's own emergency response plan, which in the event of an actual or potential imminent threat to person or property, shall include contacting a First Responder prior to using the Service. Customer represents and warrants that all communications utilizing the Service shall be sent by authorized Users, and that the collection, storage and processing of Customer Data, and the use of the Service, as provided in this Agreement, will at all times comply with (x) Customer's own policies regarding privacy and protection of personal information; and (y) all applicable laws and regulations, including those related to processing, storage, use, disclosure, security, protection and handling of Customer Data.

## 9. INDEMNIFICATION.

### 9.1 Intentionally Deleted

**9.2 By Everbridge.** Everbridge shall defend, indemnify and hold Customer harmless from and against any Claim against Customer, but only to the extent it is based on a Claim that the Service directly infringes an issued patent or other IP Right in a country in which the Service is actually provided to Customer. In the event Everbridge believes any Everbridge Technology is, or is likely to be the subject of an infringement claim, Everbridge shall have the option, at its own expense, to: (i) to procure for Customer the right to continue using the Service; (ii) replace same with a non-infringing service; (iii) modify such Service so that it becomes non-infringing; or (iv) refund any fees paid to Everbridge and terminate this Agreement without further liability. Everbridge shall have no liability for any Claim arising out of (w) Customer Data or other Customer supplied content, (x) use of the Service or Software in combination with other products, equipment, software or data not supplied by Everbridge, (y) any use, reproduction, or distribution of any release of the Service or Software other than the most current release made available to Customer, or (z) any modification of the Service or Software by any person other than Everbridge.

**10. LIMITATION OF LIABILITY.** Except for breaches of Section 6, neither Party shall have any liability to the other Party for any loss of use, interruption of business, lost profits, costs of substitute services, or for any other indirect, special, incidental, punitive, or consequential damages, however caused, under any theory of liability, and whether or not the Party has been advised of the possibility of such damage. Notwithstanding anything in this Agreement to the contrary, in no event shall Everbridge's aggregate liability, regardless of whether any action or claim is based on warranty, contract, tort, indemnification or otherwise, exceed the total amount due or to be paid by Customer to Everbridge hereunder for the entire term of this Agreement, including any term extensions. Customer understands and agrees that these liability limits reflect the allocation of risk between the Parties and are essential elements of the basis of the bargain, the absence of which would require substantially different economic terms.

## 11. MISCELLANEOUS.

**11.1 Non-Solicitation.** As additional protection for Everbridge's proprietary information, for so long as this Agreement remains in effect, and for one year thereafter, Customer agrees that it shall not, directly or indirectly, solicit, hire or attempt to solicit any employees of Everbridge; provided, that a general solicitation to the public for employment is not prohibited under this section. In the event that Customer hires any such employee (whether as an employee, consultant or otherwise) in violation of this section, Customer shall pay to Everbridge an amount equal to 100% of the total first-year compensation which Customer pays such individual as a fee, salary, or other compensation.

**11.2 Force Majeure; Limitations.** Everbridge shall not be responsible for performance under this Agreement to the extent precluded by circumstances beyond Everbridge's reasonable control, including without limitation acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, labor problems, computer, telecommunications, Internet service provider or hosting facility failures, or delays involving hardware, software or power systems, and network intrusions or denial of service attacks. The Service delivers information for supported Contact paths to public and private networks and carriers, but cannot guarantee delivery of the information to the recipients. Final delivery of information to recipients is dependent on and is the responsibility of the designated public and private networks or carriers. Customer acknowledges and agrees that territories outside the U.S. and Canada may have territorial restrictions resulting from applicable law, telecommunications or internet infrastructure limitations, telecommunications or internet service provider policies, or communication device customizations that may inhibit or prevent the delivery of certain SMS, text or other notifications, or restrict the ability to place or receive certain calls such as outbound toll free calls. Everbridge shall have no liability to the extent such restrictions impede the Service.

**11.3 Waiver; Severability.** The failure of either Party hereto to enforce at any time any of the provisions or terms of this Agreement shall in no way be considered to be a waiver of such provisions. If any provision of this Agreement is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision shall, to the extent required, be deemed deleted and the remaining provisions shall continue in full force and effect.

**11.4 Assignment.** Neither this Agreement nor any rights granted hereunder may be sold, leased, assigned (including an assignment by operation of law), or otherwise transferred, in whole or in part, by Customer, and any such attempted assignment shall be void and of no effect without the advance written consent of Everbridge, which shall not be unreasonably withheld.

**11.5 Governing Law; Attorney's Fees.** This Agreement shall be governed and construed in accordance with the laws of the State of Arkansas, without regard to its conflicts of laws rules. The state and federal courts located in Washington County, Arkansas shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. The prevailing party in any action arising out of this Agreement shall be entitled to its reasonable attorneys' fees and costs.

**11.6 Notices.** All notices, consents and approvals under this Agreement must be delivered in writing (i) by courier or (ii) by certified or registered mail, (postage prepaid and



return receipt requested) to the other Party at the address set forth below, and will be effective upon receipt or three business days after being deposited in the mail as required above, whichever occurs sooner. Either Party may change its address by giving notice as provided herein. Annual invoices shall be sent to the Customer's contact and address following Customer's signature below. Either party may give notice at any time by any of the following: letter delivered by (i) nationally recognized overnight delivery service; (ii) first class postage prepaid mail; or (iii) certified or registered mail, (certified and first class mail deemed given following 2 business days after mailing) to the other party at the address set forth below. Either Party may change its address by giving notice as provided herein. Invoices shall be sent to the Customer's contact and address following Customer's signature below.

**11.7 No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.

**11.8 Entire Agreement.** This Agreement, including its Exhibits, any Quote, and the Customer's specifications as detailed in its Request for Proposals and all submissions of Everbridge in response to Customer's Request for Proposals constitutes the entire agreement between the Parties and supersedes all other agreements and understandings between the Parties, oral or written, with respect to the subject matter hereof, including any confidentiality agreements. This Agreement shall not be modified or amended except by a writing signed by both Parties. ANY NEW TERMS OR CHANGES INTRODUCED IN A PURCHASE ORDER OR OTHER DOCUMENT ARE VOID AND OF NO FORCE OR EFFECT. EVERBRIDGE'S ACKNOWLEDGEMENT OF

RECEIPT OF SUCH DOCUMENT OR ACCEPTANCE OF PAYMENT SHALL NOT CONSTITUTE AGREEMENT TO ANY TERMS OTHER THAN THOSE SET FORTH IN THIS AGREEMENT. IN CASE OF A CONFLICT BETWEEN THE TERMS OF THIS WRITING AND THE SPECIFICATIONS AS DETAILED IN CUSTOMER'S REQUEST FOR PROPOSAL OR ALL SUBMISSIONS OF EVERBRIDGE IN RESPONSE TO CUSTOMER'S REQUEST FOR PROPOSAL, THE SPECIFICATIONS OF CUSTOMER'S REQUEST FOR PROPOSAL AND ALL SUBMISSIONS OF EVERBRIDGE PURSUANT THERETO SHALL BE CONTROLLING.

**11.9 Marketing.** Customer consents to Everbridge referencing Customer's name and logo as an Everbridge customer in Everbridge publications, its website and in other marketing materials.

**11.10 Survival.** Sections 2, 3.2, 5.2, 6, 7, 9-11 and the applicable provisions of Exhibit A shall survive the expiration or earlier termination of this Agreement.

**11.11 Counterparts.** This Agreement may be executed in one or more counterparts, all of which together shall constitute one original document. A facsimile transmission or copy of the original shall be as effective and enforceable as the original.

**11.12 Export Compliant.** Neither Party shall export, directly or indirectly, any technical data acquired from the other pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date set forth below.

EVERBRIDGE, INC.  
By: [Signature]  
Print Name: Marie-Louise Leglise  
Title: V.P. of Finance  
Date: 7/12/13

Address:  
500 N. Brand Blvd., Suite 1000  
Glendale, CA 91203

For legal notice:  
Attention: Legal Department

CUSTOMER: City of Fayetteville, Arkansas  
\_\_\_\_\_  
LIONELD JORDAN, Mayor  
Attest:

\_\_\_\_\_  
Sondra E. Smith, City Clerk/Treasurer

Customer's address for legal notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_

Customer's address for billing:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_

Email for billing: \_\_\_\_\_

Telephone number: \_\_\_\_\_



Exhibit A

Additional Business Terms

The following additional business terms are incorporated by reference into the Agreement as applicable based on the particular products and services described in the Customer's Quote.

**"Data Feed"** means data content licensed by third parties to Everbridge and supplied to Customer through the Service (e.g., real time weather system information and warnings, and third party maps).

**"Everbridge Units"** means the unit of usage expended in connection with Premium Features.

**"Premium Features"** means the products and services listed on the Premium Feature List attached to the Quote.

1. **Premium Features; Everbridge Units.** On or before the Effective Date, Customer shall advise Everbridge how many Everbridge Units are to be allocated to each of the Premium Features Customer has ordered, and no change shall be made in such allocation during the first three months of the first Term Year. Thereafter, Customer may change the allocation of Everbridge Units among Premium Features no more than once every three months, or whenever Customer purchases additional Everbridge Units. Unused Everbridge Units expire one year from date of purchase or upon termination of this Agreement, whichever occurs first, and are not refundable.
2. **Purchase of Data Feeds; Other Data.** Notwithstanding anything to the contrary in this Agreement, to the extent that Customer has purchased or accesses Data Feeds, such feeds are provided solely on an "AS IS" and "AS AVAILABLE" basis and the sole and exclusive remedy for any failure, defect, or inability to access such Data Feed shall be to terminate the Data Feed with no further payments due. No refunds shall be granted with respect to such Data Feed. In addition, to the extent Customer has purchased a feature that allows Customer to monitor, and utilize information and data from other sources not supplied by Everbridge directly (e.g., Twitter) (collectively "**Other Data**"), Everbridge disclaims any and all liability of any kind or nature resulting from any inaccuracies or failures with respect to any such Other Data.



500 N Brand Blvd, Suite 1000  
Glendale, CA 91203 USA

tel: 888.366.4911  
fax: 818.484.2299

www.everbridge.com

**QUOTATION**

Quote Number: 00007858

**Confidential**

1 of 2

Exhibit B

**Prepared for:** Andrea Foren  
City of Fayetteville, AR  
100 W Rock St Ste A  
Fayetteville, AR 72701-6191  
(479) 575-8220  
479-587-3563  
aforen@ci.fayetteville.ar.us

**Quotation Date:** July 12, 2013  
**Quote Expiration Date:** August 16, 2013  
**Rep:** Chadd Steinhauser  
chadd.steinhauser@everbridgemail.com

**Contract Summary Information**

**Contract Period:** 3 Years  
**Contract Optional Years:** 2 Years

**MN Contacts up to:** 80,000  
**IV Contacts up to:** 80,000

**ANNUAL SUBSCRIPTION - See attached Product Inclusion Sheet/s for product details.**

<u>Service</u>	<u>Fee Type</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
Everbridge Interactive Visibility (IV)	Recurring	1	\$5,394.46	\$3,236.68
Everbridge Mass Notification (MN)	Recurring	1	\$21,577.85	\$21,577.85
Everbridge CMAS/WEA Notification	Recurring	1	\$3,236.68	\$0.00

**PREMIUM FEATURES / USAGE**

<u>Service</u>	<u>Fee Type</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
Smart Weather Alerting (includes 1 location in base weather subscription)	Recurring	1	\$4,315.57	\$3,236.68

**PROFESSIONAL SERVICES**

<u>Service</u>	<u>Fee Type</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
Instructor Led Training - (Travel & Living expenses to be billed separately and reimbursed by Client)	One-Time	1	\$2,500.00	\$0.00



500 N Brand Blvd, Suite 1000  
Glendale, CA 91203 USA

tel: 888.366.4911  
fax: 818.484.2299

www.everbridge.com

**QUOTATION**

Quote Number: 00007858

**Confidential**

2 of 2

Exhibit B


<b>Pricing Summary:</b>	
Year One Fees*:	\$28,051.21
One-time Implementation and Set Up Fees:	\$0.00
<b>Total Year One Fees:</b>	<b>\$28,051.21</b>
Subsequent Year(s) Ongoing Annual Recurring Fees:	\$28,051.21
Optional Year(s) Ongoing Annual Recurring Fees:	\$28,051.21

1. Additional rates apply for all international calls.
2. Quote subject to terms & conditions of the Everbridge Services Agreement.
3. Subject to sales taxes where applicable.
4. Except for currency designation, the supplemental notes below, if any, supplied in this Quote are for informational purposes and not intended to be legally binding or override negotiated language of the Everbridge Inc. Service Agreement.

(\*Year One Fees are the total of the first year annual subscription fees and any one-time fees, i.e., Professional Services.)

Supplemental Notes:

**Authorized by Everbridge:**

 7/12/13  
Signature Date

Marie-Louise Leglise VP of Finance  
Print Name Title

**To accept this quote, sign, date and return:**

\_\_\_\_\_  
Authorized Signature Date

\_\_\_\_\_  
Print Name Title



# 1 DAY Mass Notification Onsite Training\*

## Mass Notification Administrator Training

- + Audience: Everbridge organization Leaders and organization administrators using Mass notification
- + Prerequisites: No prerequisites
- + Duration: ½ Day

### Course Outline

- + Introduction of Mass Notification
  - Everbridge URL and Logging In
  - Everbridge Roles
- + User Management
  - Creating Users
  - Assigning Roles - Account Admin, organization Admin, and Group Leader
- + Notifications
  - Overview of New Notifications
  - Notifications Templates
  - Notifications Templates
  - Active Broadcast/Historical Reporting
- + Contacts
  - Creating Contacts Manually
  - Creating Groups Manually
  - Creating Rules That Are Used When Sending A Notification
  - Using An Upload File
- + Settings
  - Organization Settings
  - Broadcast Settings
  - Contact And Group Settings
  - GIS Settings
- + Mobile Manager App
  - Organization Settings
  - Broadcast Settings

## Mass Notification User Training

- + Audience: All Everbridge organization Leaders, organization administrators, and group Leaders (Users) using Mass notification
- + Prerequisites: No prerequisites
- + Duration: ½ Day

### Course Outline

- + Introduction to Mass Notification
- + Notification
  - Initiating New Notifications to Individual Contacts, Groups, and Rules
  - Active Notifications
  - Viewing the Detailed Results of an Active Notification
  - Message Templates
  - Notifications Templates
  - Scheduled Notifications
- + Universe, Initiating Notifications Using the Map
  - Defining An Address With/Without A Radius
  - Drawing A Circle or A Polygon
  - Latitude And Longitude
  - Shape Library
  - Importing or Exporting A Shape
  - Ad Hoc Reports
- + , Initiating Notifications
  - Using Contacts, Groups, or Rules
  - Viewing The Results On The Map
- + Reports
  - View an Overview of All Sent Notifications
  - Create Custom Reports



**SYSTEM INCLUSION**  
Confidential

## Everbridge Interactive Visibility

Everbridge Interactive Visibility allows users to integrate mobile recipient feedback, external data feeds, and social media in a single communications console enabling decision makers to anticipate events and communicate efficiently with first responders, and their employees and constituents. Everbridge Interactive Visibility is supported by state-of-the-art security protocols, an elastic infrastructure, advanced mobility, and interactive reporting and analytics. Below is a list of key system inclusions with your new Everbridge Interactive Visibility system.

### Usage

Unlimited Outbound Notifications to Everbridge Mobile Recipient Application via Push notifications  
Unlimited Inbound Notifications from Everbridge Mobile Recipient Application

### Access

Single Web Interface Console to Display Aggregated Information  
Unlimited Administrator Access to the Everbridge System

### Key Notification Features

Fully Integrated with Everbridge Mass Notification  
Custom Threshold Rules and Settings

- Define Messages and Key Recipients Upon Threshold Trigger
- Visual and Automated Alerts When Threshold is Reached

Enable Recipients to Share Messages across their Organization  
Receive and display images, comments and location information from contacts  
Advanced Graphical Reporting  
Redundant Standard Background Maps  
Filter Information by Feed Type  
Recipient Mobile Applications for iOS and Android Devices  
Social Media Feeds Integration (up to 5 per Account)

### Set-up & Implementation

Dedicated Implementation Specialist / Project Manager  
Self Service Administrative Set-up, Configuration and Default Preferences  
Unlimited Access to Everbridge University



**SYSTEM INCLUSION**  
Confidential

## Everbridge Mass Notification

Everbridge Mass Notification allows users to send notifications to individuals or groups using lists, locations, and visual intelligence. Everbridge Mass Notification is supported by state-of-the-art security protocols, an elastic infrastructure, advanced mobility, interactive reporting and analytics, adaptive people and resource mapping to mirror your organization, and true enterprise class data management capabilities to provide a wide array of data management options. Below is a list of key system inclusions with your new Everbridge Mass Notification system.

### Usage

- Unlimited Domestic Emergency Alerts and Testing Messages
- Unlimited Domestic Non-Emergency Alerts Messaging

### Core Platform Access

- Unlimited Administrators for web-based portal to initiate messages, reporting, and administration
- Unlimited Administrators for Mobile Manager Application (iOS, Android) and Mobile Optimized Notification Site (for Blackberry, Windows 10, etc.)
- One (1) Organization with unlimited nested static and dynamic groups
- Access to Everbridge Elastic Infrastructure for message delivery
- Custom branded community opt-in portal with custom fields and opt-in subscriptions
- Flexible role-based access controls to manage user permissions
- Access to Real-Time Dashboard, Notifications Library, Everbridge Universe, and Custom Reporting

### Key Notification Features

- Integrated GIS/Map-based, rule-based, group-based, or individual contact selection
- Ability to send standard, polling, or on-the-fly 'One-Touch' Conference Call messages
- One-screen broadcast creation workflow to speed message creation and reduce human error
- Contact filtering based on custom criteria
- Map-based drawing and selection tools and imported shape files (e.g. Google Maps, Bing Maps, ESRI)
- Automatic address geo-coding for contacts
- Organization specific customizable caller ID, greetings, and broadcast settings
- SMPP based SMS text messaging
- Multi-language Text to Speech Engine and Custom Voice Recording
- Real-time reporting for improved situational awareness and easier after action analysis
- 5 Live Operator Message Initiations per year
- Interactive Dashboard for Organizational Activity Summary
- Unlimited Notification Templates
- Self-service Single Contact Record Adjustments
- Self-service Contact Import via CSV Upload
- Bulk Contact Management Automation via Secure FTP

### Set-up, Implementation & Support

- Dedicated Implementation Specialist
- Self Service Administrative Set-up, Configuration and Default Preferences
- Initial Member Data Upload and Test Broadcast Support
- Unlimited Access to Everbridge University classes
- 24x7 Customer Support (phone, web, email)
- Global Support/Operations Centers for Redundant Live Support
- Dedicated Account Manager



# SMART<sup>®</sup> Weather Alerting

Everbridge's SMART<sup>®</sup> Weather Alerting leverages AccuWeather's more than 100 meteorological resources to enhance and optimize severe weather alerts such as lightning, tornados, thunderstorms, hail, ice, snow, extreme temperatures, high winds, flash floods, and flooding. Because these severe weather types are difficult to predict far in advance, they often have terrible loss of property and life for those individuals who are caught unaware.

Powered by AccuWeather, Everbridge SMART<sup>®</sup> Weather Alerting provides location-specific severe weather alerts at the speed of click. An automated rules engine supercharges the speed and accuracy of alert delivery so notifications get to the right people right away.

## What is SMART?

Notifications that are:

- + **Specific** - Detailed alerts, geographies and stop start times.
- + **Map-driven** - Visual weather and select targets using GIS maps and shapes.
- + **Automated** - Deliver alerts to contacts and members automatically.
- + **Rules-based** - Use rules to determine when a message should be triggered.
- + **Targeted** - Deliver the right message to the right person automatically.

## Features

Everbridge Interactive Visibility and Everbridge Mass Notification become even more powerful with SMART<sup>®</sup> Weather Alerting.

### Mass Notification

- + Employees, residents, and other key stakeholders are able to opt-in to receive weather alerts based on any number of addressed or locations over multiple contact paths through the Everbridge Member Portal.
- + Precise, meteorologist drawn maps to select and contact recipients in areas affected by weather.

### Interactive Visibility

- + Weather alerts can be set up to send automated broadcasts to specialized team, such as emergency managers or business continuity teams.
- + Automatically send out broadcasts to all affected recipients in an impact area for highly time sensitive alerts, such as tornado warnings.

## The Everbridge Difference

With Everbridge providing the most accurate and up-to-the minute information at your fingertips you can make better decisions and manage the safety of your employees, key stakeholders and/or citizens, the tone and content of public sentiment, as well as the reputation of your organization with ease. A multi-tasking interface streamlines communication efforts and in turn increases the efficiency of incident management and critical communications. When you can communicate with anyone, anywhere in the world at any time via any communication device you are better equipped to enhance communications to save lives, manage critical activities, and improve the efficiency of daily operations.

## Benefits

- + Access to more than 100 different types of the most accurate and location specific weather and severe weather alerts.
- + Timely, accurate weather warnings.
- + Only recipients in affected locations will be contacted when weather affects their area,
- + Unparalleled weather warning insight.
- + Alert delivery follows Everbridge's philosophy of "target the individual, not the device" - and escalates alerts through a number of contact paths, including mobile, until the recipient confirms receipt.
- + Improved ability to protect and serve your constituents.
- + Quickly put location based warnings in the right hands, in real-time, enabling more informed decisions.
- + Reduced time to notification, improving each individual's ability to take necessary precautions.

## About Everbridge

Everbridge provides industry-leading interactive communication and mass notification solutions to organizations in all major industries and government sectors. Everbridge solutions increase connectivity to key audiences, automate communication processes, and integrate recipient feedback, data feeds, and social media in a single communications console. Ultimately, these solutions provide the insight and infrastructure that help clients save lives, manage critical activities and improve the efficiency of daily operations.



**IPAWS Addendum  
to  
Everbridge, Inc. Service Agreement**

This Addendum to the Everbridge Service Agreement ("Addendum") is entered into this \_\_\_ day of \_\_\_\_\_, 2013, by and between Everbridge, Inc., a Delaware corporation ("Everbridge"), and \_\_\_\_\_ ("Customer"). Everbridge and Customer entered into an Everbridge Service Agreement effective \_\_\_\_\_, 20\_\_ ("Agreement"). All capitalized terms used herein without definition shall have their respective meanings set forth in the Agreement.

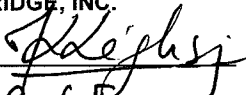
WHEREAS, Customer desires to access the Integrated Public Alert Warning System ("IPAWS") Open Platform for Emergency Networks through the Everbridge mass notification services;

WHEREAS, the Parties desire to reflect the additional terms and conditions on which Customer will have such access;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth below, and other good and valuable consideration, the Parties agree to amend the Agreement as follows:

1. IPAWS Authorization: Customer represents and warrants to Everbridge that any employee, agents, or representatives of Customer who access IPAWS-OPEN using Customer's credentials provided by FEMA (each, an "IPAWS User"), are authorized by FEMA to use IPAWS-OPEN, have completed all required training, and Customer has executed an IPAWS Memorandum of Agreement ("MOA") with FEMA. Customer shall contact Everbridge immediately upon any change in Customer or any IPAWS User's right to access IPAWS-OPEN. Customer shall only access IPAWS-OPEN using its designated credentials and FEMA issued digital certificate ("Digital Certificate"). Customer acknowledges and agrees that Everbridge shall not have access to its credentials and that Customer assumes full responsibility for maintaining the confidentiality of any credentials issued to it. Customer shall be solely responsible for any and all claims, damages, expenses (including attorneys' fees and costs) that arise from any unauthorized use or access to IPAWS-OPEN.
2. Credentials: Customer shall load and maintain within its Everbridge account Organization, its Digital Certificate, COG ID, and Common Name. Customer authorizes and requests Everbridge to use the foregoing stored information to connect Customer to IPAWS-OPEN.
3. Messaging: Customer acknowledges and agrees that: (i) upon submission of messages to IPAWS-OPEN, Everbridge shall have no further liability for the distribution of such message, and that the distribution through IPAWS-OPEN, including, but not limited to, delivery through the Emergency Alert System or the Commercial Mobile Alert System, is in no way guaranteed or controlled by Everbridge; (ii) Everbridge shall not be liable as a result of any failure to receive messages distributed through IPAWS-OPEN; (iii) IPAWS may include additional features not supported through the Everbridge system, and Everbridge shall not be required to provide such additional features to Customer; and (iv) Customer shall be solely responsible and liable for the content of any and all messages sent through IPAWS-OPEN utilizing its access codes.
4. Term: Customer acknowledges and agrees that access to IPAWS-OPEN shall be available once Customer has provided Everbridge with the Digital Certificate and any other reasonably requested information to verify access to the system. Upon termination of the Agreement access to IPAWS-OPEN shall immediately terminate. In addition, Everbridge may immediately terminate, without liability, access to IPAWS-OPEN, if Customer breaches this Addendum, the MOA, or FEMA changes the IPAWS-OPEN system so that it materially change the business terms and/or feasibility for Everbridge to provide such access.
5. Remaining Terms. All other terms and conditions of the Agreement remain in full force and effect as amended by this Amendment.
6. Authority. Customer represents and warrants that it has all necessary legal authority to enter into this Addendum for itself and on behalf of any of its affiliates that are parties to the Agreement or that have been using the Services under the Agreement.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

**EVERBRIDGE, INC.**  
By   
Title V.P. of Finance  
Date 7/12/13

**CUSTOMER:** \_\_\_\_\_  
By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

# RFP 13-07, Addendum 1



**Date:** Tuesday, May 21, 2013

**To:** All Prospective Vendors

**From:** Andrea Foren, CPPB, CPPO – 479.575.8220 – [aforen@ci.fayetteville.ar.us](mailto:aforen@ci.fayetteville.ar.us)

**RE:** RFP 13-07, Emergency Notification Services

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Bidders should indicate their receipt of same in the appropriate section of the RFP. Failure to do so may subject Proposer to disqualification.

• **RFP 13-07 has the following additional information available:**

- 1) The City does not currently use a formal emergency notification system. The City currently utilizes GovDelivery for pushing out notifications for emergencies and other notification needs; however, the system is not automatic and takes staff action to prompt all notifications.

The City paid no money towards the system in 2012 as the system was purchased several years ago. Citizens and businesses are able to subscribe to this system at their discretion. Notifications are distributed on several different subscription lists that are available. Multiple departments and divisions use this system for a wide range of notifications to serve both citizens and business needs, utilizing a wide range of subscriptions one can sign up to receive notifications for.

The City has issued this RFP in hopes of obtaining an automatic emergency notification system utilizing polygon technology to notify citizens who may be in the direct path of a storm, emergency situation, etc. The system utilized will also be used for notifications regarding area specific road closures, etc.

- 2) The City does not have a preference on using native SMPP versus a non-native SMTP when distributing notifications out via text.
- 3) Item G on page 8 of the RFP explains that each Proposer is required to complete an "Authorized Negotiator Form". Information for this requirement can be found and completed in Section E: Signature Submittal. This is not a separate form as indicated in the original RFP. Completing Section E: Signature Submittal will fulfill this requirement.
- 4) The City does not have a specific project budget set aside for this project. Any contract resulting from this RFP will require funding approval from the Fayetteville City Council.



City of Fayetteville, Arkansas  
Purchasing Division – Room 306  
113 W. Mountain  
Fayetteville, AR 72701  
Phone: 479.575.8220  
TDD (Telecommunication Device for the Deaf): 479.521.1316

**RFP (REQUEST FOR PROPOSAL)**

**REQUEST FOR PROPOSAL:** RFP 13-07, Emergency Notification Services

**DEADLINE:** Friday, May 24, 2013 before 2:00:00 PM, local time

**RFP DELIVERY LOCATION:** Room 306 – 113 W. Mountain, Fayetteville, AR 72701

**PURCHASING AGENT:** Andrea Foren, CPPB, CPPO, [aforen@ci.fayetteville.ar.us](mailto:aforen@ci.fayetteville.ar.us)

**DATE OF ISSUE AND ADVERTISEMENT:** Saturday, May 04, 2013

**REQUEST FOR PROPOSAL**  
**RFP 13-07, Emergency Notification Services**

No late proposals shall be accepted. RFP's shall be submitted in sealed envelopes labeled with the project number and name as well as the name and address of the firm.

All proposals shall be submitted in accordance with the attached City of Fayetteville specifications and bid documents attached hereto. Each Proposer is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection. Any bid, proposal, or statements of qualification will be rejected that violates or conflicts with state, local, or federal laws, ordinances, or policies.

The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of submitting, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Manager.

Name of Firm: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

E-Mail: \_\_\_\_\_ Phone: \_\_\_\_\_

Business Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

City of Fayetteville  
RFP 13-07, Emergency Notification Services  
Advertisement

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The City of Fayetteville, Arkansas is requesting proposals for firms capable of providing emergency notification services for a possible five year term.

To be considered, proposals shall be received at the City Administration Building, City Hall, Purchasing – Room 306, 113 West Mountain, Fayetteville, Arkansas, **Friday, May 24, 2013 before 2:00:00 PM**, local time. No late submittals shall be accepted.

Forms & addendums can be downloaded from the City's web site at <http://www.accessfayetteville.org>. All questions regarding the process should be directed to Andrea Foren, CPPB, CPPO at [aforen@ci.fayetteville.ar.us](mailto:aforen@ci.fayetteville.ar.us) or (479)575-8220.

Proposals submitted shall be qualified to do business and licensed in accordance with all applicable laws of the state and local governments where the project is located.

Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

The City of Fayetteville reserves the right to reject any or all proposals and to waive irregularities therein, and all Proposers shall agree that such rejection shall be without liability on the part of the City of Fayetteville for any damage or claim brought by any Proposer because of such rejections, nor shall the Proposers seek any recourse of any kind against the City of Fayetteville because of such rejections. The filing of any Proposal in response to this invitation shall constitute an agreement of the Proposer to these conditions.

CITY OF FAYETTEVILLE

By: Andrea Foren, CPPB, CPPO  
Title: Purchasing Agent  
Ad date: 05/04/2013

City of Fayetteville  
RFP 13-07, Emergency Notification Services  
SECTION A: General Terms & Conditions

---

**1. SUBMISSION OF A PROPOSAL SHALL INCLUDE:**

- a. A written narrative describing the method or manner in which the Proposer proposes to satisfy requirements of this RFP in the most cost effective manner.
- b. A description of the Proposer's experience in providing the same or similar services as outlined in the RFP. This description should include the names of the person(s) who will provide the services, their qualifications, and the years of experience in performing this type of work. Also, include the reference information requested in this RFP.
- c. Statement should be no more than twenty five (25) pages; single sided, standard, readable, print on standard 8.5x11 papers. Proposers shall also submit a three (3) page (maximum) executive summary. The following items will not count toward the page limitations: appendix, cover sheet, 3-page executive summary, resumes (resumes shall be no more than 1 page per person), and forms provided by the City for completion.
- d. All Proposers shall submit eight (8) sets of their proposal as well as one (1) electronic copy on a properly labeled CD or other electronic media device. **The electronic copy submitted should be contained into one (1) file.** The use of Adobe PDF documents is strongly recommended. Files contained on the CD or electronic media shall not be restricted against saving or printing. The electronic copy shall be identical to the original papers submitted. Electronic copies shall not be submitted via e-mail to City employees by the Proposer.
- e. Proposals will be reviewed following the stated deadline, as shown on the cover sheet of this document. Only the names of Proposer's will be available after the deadline until a contract has been awarded by the Fayetteville City Council. All interested parties understand proposal documents will not be available until after a valid contract has been executed.
- f. Proposers shall submit a proposal based on documentation published by the Fayetteville Purchasing Division.
- g. Proposals shall be enclosed in sealed envelopes or packages addressed to the City of Fayetteville, Purchasing Division, Room 306, 113 W. Mountain, Fayetteville, AR 72701. The name, address of the firm and Bid, RFP, or RFQ number shall be on the outside of the packaging as well as on any packages enclosed in shipping containers or boxes.
- h. Proposals must follow the format of the RFP. Proposers should structure their responses to follow the sequence of the RFP.
- i. Proposers shall have experience in work of the same or similar nature, and must provide references that will satisfy the City of Fayetteville. Proposer may furnish a reference list of clients for whom they have performed similar services and must provide information as requested in this document.
- j. Proposer is advised that exceptions to any of the terms contained in this RFP or the attached service agreement must be identified in its response to the RFP. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- k. Local time shall be defined as the time in Fayetteville, Arkansas on the due date of the deadline. Documents shall be received before the deadline time as shown by the atomic clock located in the Purchasing Division Office.

**2. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:**

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this proposal must be sent in writing via e-mail to the Purchasing Department. Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the proposal. All such addenda shall become part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed RFP made or given prior to the award of the contract.

**3. RIGHTS OF CITY OF FAYETTEVILLE IN REQUEST FOR PROPOSAL PROCESS:**

In addition to all other rights of the City of Fayetteville, under state law, the City specifically reserves the following:

- a. The City of Fayetteville reserves the right to rank firms and negotiate with the highest-ranking firm. Negotiation with an individual Proposer does not require negotiation with others.
- b. The City of Fayetteville reserves the right to select the proposal that it believes will serve the best interest of the City.
- c. The City of Fayetteville reserves the right to accept or reject any or all proposals.
- d. The City of Fayetteville reserves the right to cancel the entire request.
- e. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the request for proposal or in proposals submitted.
- f. The City of Fayetteville reserves the right to request any necessary clarifications, additional information, or proposal data without changing the terms of the proposal.
- g. The City of Fayetteville reserves the right to make selection of the Proposer to perform the services required on the basis of the original proposals without negotiation.

**4. EVALUATION CRITERIA:**

The evaluation criterion defines the factors that will be used by the selection committee to evaluate and score responsive, responsible and qualified proposals. Proposers shall include sufficient information to allow the selection committee to thoroughly evaluate and score proposals. Each proposal submitted shall be evaluated and ranked by a selection committee. The contract will be awarded to the most qualified Proposer, per the evaluation criteria listed in this RFP. Proposers are not guaranteed to be ranked.

**5. COSTS INCURRED BY PROPOSERS:**

All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith, shall be borne solely by the Proposer(s). No payment will be made for any responses received, or for any other effort required of, or made by, the Proposer(s) prior to contract commencement.

**6. ORAL PRESENTATION:**

An oral presentation and/or interview may be requested of any firm, at the selection committee's discretion.

**7. CONFLICT OF INTEREST:**

- a. The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in City of Fayetteville Code Section 34.26 titled "Limited Authority of City Employee to Provide Services to the City".
- b. The Proposer shall promptly notify Andrea Foren, City Purchasing Agent, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may

influence or appear to influence the Proposer's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the Proposer may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Proposer. The City agrees to communicate with the Proposer its opinion via e-mail or first-class mail within thirty days of receipt of notification.

**8. WITHDRAWAL OF PROPOSAL:**

- a. A proposal may be withdrawn at any time.

**9. LATE PROPOSAL OR MODIFICATIONS:**

- a. Proposal and modifications received after the time set for the proposal submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Proposers should call the Purchasing Division at (479) 575-8220 to insure receipt of their submittal documents prior to opening time and date listed.
- b. The time set for the deadline shall be local time for Fayetteville, AR on the date listed. All proposals shall be received in the Purchasing Division BEFORE the deadline stated. The official clock to determine local time shall be the atomic clock located in the Purchasing Division, Room 306 of City Hall, 113 W. Mountain, Fayetteville, AR.

**10. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:**

- a. The laws of the State of Arkansas apply to any purchase made under this request for proposal. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.
- b. Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

**11. COLLUSION:**

The Proposer, by affixing his or her signature to this proposal, agrees to the following: "Proposer certifies that his proposal is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s) and/or services and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

**12. RIGHT TO AUDIT, FOIA, AND JURISDICITON:**

- a. The City of Fayetteville reserves the privilege of auditing a vendor's records as such records relate to purchases between the City and said vendor.
- b. Freedom of Information Act: City contracts and documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the (Contractor) will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.
- c. Legal jurisdiction to resolve any disputes shall be Arkansas with Arkansas law applying to the case.

**13. CITY INDEMNIFICATION:**

The successful Proposer(s) agrees to indemnify the City and hold it harmless from and against all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the services or any part thereof covered by this order, and such obligation shall survive acceptance of the services and payment thereof by the City.

**14. VARIANCE FROM STANDARD TERMS & CONDITIONS:**

All standard terms and conditions stated in this request for proposal apply to this contract except as specifically stated in the subsequent sections of this document, which take precedence, and should be fully understood by Proposers prior to submitting a proposal on this requirement.

**15. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:**

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 479.521.1316 (telecommunications device for the deaf), not later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Purchasing Division, immediately.

**16. PAYMENTS AND INVOICING:**

The Proposer must specify in their proposal the exact company name and address which must be the same as invoices submitted for payment as a result of award of this RFP. Further, the successful Proposer is responsible for immediately notifying the Purchasing Division of any company name change, which would cause invoicing to change from the name used at the time of the original RFP. Payment will be made within thirty days of invoice received. The City of Fayetteville is very credit worthy and will not pay any interest or penalty for untimely payments. **Payments can be processed through Proposer's acceptance of Visa at no additional costs to the City for expedited payment processing.** The City will not agree to allow any increase in hourly rates by the contract without PRIOR Fayetteville City Council approval.

**17. CANCELLATION:**

- a. The City reserves the right to cancel this contract without cause by giving sixty (60) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.
- b. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.
- c. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by the City of Fayetteville.
- d. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City.

**18. ASSIGNMENT, SUBCONTRACTING, CORPORATE ACQUISITIONS AND/OR MERGERS:**

- a. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a Proposer intends to subcontract a portion of this work, the Proposer shall disclose such intent in the proposal submitted as a result of this RFP.
- b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the



City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purpose of this Agreement.

**19. NON-EXCLUSIVE CONTRACT:**

Award of this RFP shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such an action to be in the City's best interest. In the case of multiple-phase contracts, this provision shall apply separately to each item.

**20. ADDITIONAL REQUIREMENTS:**

The City reserves the right to request additional services relating to this RFP from the Proposer. When approved by the City as an amendment to the contract and authorized in writing prior to work, the Contractor shall provide such additional requirements as may become necessary.

**21. SERVICES AGREEMENT:**

A written agreement, in substantially the form attached, incorporating the RFP and the successful proposal will be prepared by the City, signed by the successful Proposer and presented to the City of Fayetteville for approval and signature of the Mayor.

**22. INTEGRITY OF REQUEST FOR PROPOSAL (RFP) DOCUMENTS:**

Proposers shall use the original RFP form(s) provided by the Purchasing Division and enter information only in the spaces where a response is requested. Proposers may use an attachment as an addendum to the RFP form(s) if sufficient space is not available on the original form for the Proposer to enter a complete response. **Any modifications or alterations to the original RFP documents by the Proposer, whether intentional or otherwise, will constitute grounds for rejection of such RFP response.** Any such modifications or alterations a Proposer wishes to propose shall be clearly stated in the Proposer's RFP response and presented in the form of an addendum to the original RFP documents.

**23. DEBARRED ENTITIES:**

All Proposers shall complete and return the enclosed "Debarment Certification Form" with their bid. The City of Fayetteville will not award a contract to any contractor that is debarred, suspended, or proposed for debarment by the federal government.

**24. OTHER GENERAL CONDITIONS:**

- a. Proposers must provide the City with their proposals signed by an employee having legal authority to submit proposals on behalf of the Proposer. The entire cost of preparing and providing responses shall be borne by the Proposer.
- b. The City reserves the right to request any additional information it deems necessary from any or all Proposers after the submission deadline.
- c. The request for statement of qualification is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by Proposer in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the Proposer's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.
- d. If products, components, or services other than those described in this bid document are proposed, the Proposer must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.

- e. **Any uncertainties shall be brought to the attention to Andrea Foren immediately via telephone (479.575.8220) or e-mail ([aforen@ci.fayetteville.ar.us](mailto:aforen@ci.fayetteville.ar.us)). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all Proposers to be on equal terms.**
- f. Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Andrea Foren, City of Fayetteville, Purchasing Agent via e-mail ([aforen@ci.fayetteville.ar.us](mailto:aforen@ci.fayetteville.ar.us)) or telephone (479.575.8220). No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.
- g. At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. **NOTE: Each Proposer shall submit an "Authorized Negotiator Form"** containing the signature of a duly authorized officer or agent of the Proposer's company empowered with the right to bind and negotiate on behalf of the Proposer for the amounts and terms proposed.
- h. Any information provided herein is intended to assist the Proposer in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide qualified Proposers with sufficient basic information to submit proposals meeting minimum specifications and/or test requirements, but is not intended to limit a RFP's content or to exclude any relevant or essential data.
- i. Proposers irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be controlled by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
- j. The successful Proposer shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful Proposer assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful Proposer shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.
- k. The successful Proposer's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful Proposer shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Fayetteville.
- l. The following documents are included with this solicitation: N/A

City of Fayetteville  
RFP 13-07, Emergency Notification Services  
**SECTION B: Scope of Services and General Information**

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**1.) BACKGROUND:**

- a. Located in the Northwest corner of Arkansas and surrounded by the breathtaking Ozark Mountains natural beauty frames Fayetteville. With a population over 73,000, and nearing half a million regionally, Fayetteville has all the resources and advantages of a large city, yet its unique quality of life and heritage set it apart.

**2.) INTENT:**

- a. The City of Fayetteville, Arkansas is interested in contracting with a company to provide emergency notifications to the citizens of Fayetteville, AR. The system chosen shall provide mass notification in a rapid manner from a single source.

**3.) APPROACH:**

- a. Proposer shall provide a description of the method(s) which will be used to successfully accomplish the City's project. Proposers shall include a "time line" chart depicting project milestones (in calendar days) after the Notice to Proceed to indicate when all required services will be provided.

**4.) GENERAL:**

- a. The company selected shall have the calling equipment and lines installed at multiple locations. These are not to be in Washington County, Arkansas.
- b. Access to the service shall be secure and limited to the staff authorized by the City.
- c. Access for message creation shall be provided by internet, voice, and telephone touch tone dialing from anywhere.
- d. Messages shall be able to be delivered in these methods:
  - i. Land lines
  - ii. Cell phones & smart phones (Voice and Text)
  - iii. Alpha and digital pagers
  - iv. PDA's
  - v. E-Mail
  - vi. TTY/TDD
  - vii. Social Media
- e. The system shall provide for the creation of lists of individuals with common characteristics by the users.
- f. The system shall be compatible with ESRI GIS system for creation of geographic areas to be notified. Selection is to be map driven.
- g. Self registration for citizens with pagers, cell phones, fax, and pda's shall be provided.
- h. Message delivery shall support multiple languages with the selection to be made by the subscriber.
- i. Provide for a response from the recipient using touch tone phones.

## 5.) SCOPE OF WORK & SYSTEM REQUIREMENTS:

- a. The City of Fayetteville, AR is seeking a vendor to provide a fully operational high-speed mass notification service system via a web-based, fully hosted system without the acquisition of additional hardware, software or infrastructure. This web-based system shall have no requirements requiring additional phone lines to be leased.
  - i. This will include training in the use of the system and technical assistance in the conversion/creation of any system-required database. System shall serve to enhance communication and information to the public in emergency situations, such as tornado and severe weather, fire, bomb threat, and other critical City needs.
  - ii. The system shall be real-time and multilingual with the ability to notify citizens of emergency situations in multiple different languages through email, telephone, and other communication devices. The work to be done under this contract includes, but is not limited to; providing of all labor, materials, supervision, equipment, services, incidentals, and related items necessary to complete the work in accordance with this specification and scope of work.
- b. System shall provide rapid origination and delivery of messages (real time) via a web interface and a toll-free operator 24 hours a day, 365 days a year for the term of the contract. System shall have redundant facilities in distinct geographical locations. Proposers shall provide an outline list of locations.
- c. No pauses before any message.
- d. System shall have the ability to detect local telephone company infrastructure limitations and adjust the volume of calls as needed to increase efficiency. Proposers shall explain how the system will not jeopardize phone system (overload or telephone circuits) during an emergency when the need for the system to perform is high.
- e. Systems shall have safeguards against loss (downtime) during catastrophic events, electrical failures or internet outages, etc.
- f. Unlimited usages for emergency and non-emergency notifications.
- g. The proposed notification system shall have the capacity to provide a high volume of calls over a short period of time. Explain the proposed notification system operation. Reliable and redundant service capability through partnerships with multiple large telecommunications companies is required.
- h. System shall be in compliance with American with Disabilities Act requirements.
- i. Capability for using a wide variety of technologies to originate messages-such as telephone (cellular and landline), text, social network notifications and administrator Internet interface for transmitting a message.
- j. Capacity for messages to be stored for use at later date.
- k. Ability for cancellation of a notification prior to its completion via the web interface or dispatch operator.
- l. Capability for recipients receiving calls to request that a message be repeated.
- m. The system shall have the ability to recognize live answer versus an automated answering device and wait until the greeting is completed to leave a message. Also, the message recipient shall be able to answer the phone and immediately hear the recorded message without a key press being required to initiate the message notification.
- n. Capability for individuals to call into the system to retrieve any current messages from the City.

- o. Methods for dealing with duplicate phone numbers, wrong numbers, pauses causing hang ups, digital and analog phones, answering machines and assistive technologies.
- p. Explain systems backup in place to secure client information.
- q. Capability for a City administrator to have complete management of the system.
- r. System shall be able to provide knowledge to citizens, so the difference between a general notification call and an emergency notification call.
- s. System shall be based on the National Weather Service's polygon methodology and not rely on FIPS codes, City warnings or regional warnings as the City desires to geographically target calls to reach only those in the projected path of the storm. This is anticipated to reduce false notifications.
- t. Notifications shall be able to be launched within seconds after an announcement has been issued by the National Weather Service.
  - i. No City action shall be necessary or required to initiate the notification.
  - ii. Proposers shall include in response the number of seconds an announcement will be pushed out after an announcement from the National Weather Service as the City desires a system with instant notification.
- u. System shall have the capability for citizens to sign up to receive notifications for a combination of weather warnings. Residents shall have the ability to indicate what types of weather notifications they would like to receive (e.g. tornado warning, flash flood warning, severe thunderstorm warning, etc.)
- v. The City prefers to have a system which has an app which will function for sign ups, setting preferences, etc. App should be smart phone friendly for multiple smart phones and carriers.
- w. The Vendor shall provide a database comprised of residential and business data for our community at NO additional charge. The system shall also have the capability to import data from other databases (e.g. 911 database, utility data, etc.)

## 6.) EXPERIENCE:

- a. Personnel:
  - i. **Staff:** The Proposer shall provide a description of staff and work force that will be assigned to effectively facilitate the requirements of this project. Description provided shall include, at a minimum, the number of permanent employees, part time employees, and an organizational chart reflecting their responsibilities.
  - ii. **Resumes:** The Proposer shall provide maximum one-page resumes of key personnel intended to be utilized for this project. One-page resumes do not count towards page restrictions outlined in this RFP. Resumes shall include, at a minimum:
    - Position Title
    - Tenure with Proposer
    - Manufacturers certification for equipment service & repair (by model)
    - Experience
    - Other related information
- b. Company:
  - i. **Experience:** Proposer shall provide a detailed description of similar city and/or county projects or contracts that currently use the proposed system, completed and/or presently provided during the past five (5) years. Provide complete contact information, name, address, phone and emails for all references.

- ii. **Company Principals:** Provide a brief biographic overview of the Company's key principals.
- iii. **Capabilities:** Proposer shall provide a description of limitations relative to facilities, staff personnel, on-going projects/ contracts, etc. Specifically, provide in RFP response what priority will be placed on this project.

#### 7.) COMPANY ORGANIZATION:

- a. **Primary Business:** Proposers shall describe company's primary business interest and/or operations including organization and affiliations. Include the magnitude of your operation as it relates to this project.
- b. **Company History:** Provide pertinent company historical information that will demonstrate your capability to successfully accomplish this project.
- c. **Overview:** It is the City's intent to evaluate the proposals based on technical merit and price and to choose the Proposer whose proposal provides the highest value to the City. The City reserves the right to waive any irregularities, reject any and/or all proposals, in whole or in part, when, in the City's opinion, such rejection is in the best interests of the City.
- d. **Evaluation Method:** Each proposal will be reviewed by a team of qualified individuals. Their proposal review and evaluation will be subjective; however, the weighting values are established to minimize subjectivity. The following delineates the value attributed to each section.

#### 8.) IMPLEMENTATION:

- a. The implementation plan should include a publicity campaign to make the public aware of the new warning capabilities.
- b. The system shall be capable of creating reports that provide information about text of the message delivered and the number of messages attempted, delivered, or failed.
- c. Onsite training shall include:
  - i. Two (2) general users from the City
  - ii. Two (2) system administrators to manage the system operation and configuration and set up users.
- d. The company selected shall provide 24/7 support with a maximum of 30 minute call back time after hours.

#### 9.) CONTRACT FORMATION:

- a. If the negotiation produces mutual agreement, the draft contract as a part of this package will be constructed and forwarded to the Fayetteville City Council for approval. If negotiations with the highest ranking Proposer fail, negotiations shall be initiated with the next highest ranking Proposer until an agreement is reached. The City reserves the right to reject all offers and end the process without executing a contract.

#### 10.) PROPOSAL CONTENT:

- a. Proposals should be prepared simply and economically, providing a straight forward, concise description its ability to meet the requirements for the project. Fancy bindings, colored displays, and promotional material are not required. Emphasis should be on completeness and clarity of content. All documents should be typewritten on standard 8 1/2" x 11" white papers and bound in one volume. Exceptions would be schematics, exhibits, or other information necessary to facilitate the City of Fayetteville's ability to accurately evaluate the proposal. Limit proposal to twenty-five (25) pages or less, excluding one-page team resumes.

**11.) TERM OF CONTRACT:**

- a. The initial term of the contract shall be for a period of one (1) year, starting with the date approved by the Fayetteville City Council. The contract shall be renewable by mutual consent, at a mutually agreed fee on an annual basis thereafter for four (4) additional years, for a total contract term of five (5) years. The contract may be terminated by either party by giving the other party written notice of such intent not less than sixty (60) days prior to the effective date of the termination. In the event of termination, claims for compensation owed the consultant by the City shall be limited to verifiable services rendered.

**12.) OWNERSHIP OF DATA AND OTHER CONDITIONS:**

- a. All data collected by the Proposer to carry out services outlined in this RFP and final resulting contract shall be owned by the City of Fayetteville, AR.
- b. City shall approve any release of data prior to any third party receiving the information.
- c. Data collected, including but not limited to name, email address, physical address, mailing address, zip code, phone number(s), etc. shall not be sold, used for marketing purposes, etc.
- d. Awarded Proposer shall not retain any collected data in the event of contract cancellation or contract expiration.

**13.) DEMONSTRATION & ORAL PRESENTATION:**

- a. Following the evaluation of the proposals, the Selection Committee may request that the top ranking firms make an oral presentation or be interviewed. If presentations are necessary, they will take place in Fayetteville, Arkansas. Notices will be sent by the Purchasing Division.
- b. A demonstration of the system will be required before a final decision is made. The purchasing agent will schedule all demonstrations.

**14.) ANTICIPATED PROJECT TIMELINE:**

- a. Deadline for response: See cover page.
- b. Notification of Intent of Award or Interview: no later than Friday, May 31, 2013

**15.) SELECTION CRITERIA:**

**SELECTION CRITERIA:** The following criteria will be used by the City to evaluate and score responsive proposals. Proposers shall include sufficient information to allow the City to thoroughly evaluate and score their proposal. Each proposal submitted is not required to be ranked by the selection committee; however, all proposals will be evaluated. The contract may be awarded to the most qualified firm, per the evaluation criteria listed below, based on the evaluation of the selection committee.

- 1) 15% **Qualifications in Relation to Specific Project to be Performed:** Information reflecting qualifications of the firm. Indicated specialized experience and technical competence of the firm in connection with the type and complexity of the service required. Subcontractors, if used, must be listed with information on their organization.
- 2) 15% **Experience, Competence, and Capacity for Performance:** Information reflecting the names, titles, and qualifications (including experience and technical competence) of the major personnel assigned to this specific project. Provide detailed breakdown of subcontractor's staff to be used and how they are to be used to supplement your staff. This section of the evaluation criteria includes the amount of work presently underway for your firm; please present this in submittal.
- 3) 30% **Proposed Method of Doing Work:** A proposed work plan (description of how the project would be conducted as well as other facts concerning approach to scope you wish to present) indicating methods and schedules for accomplishing each phase of work. Include with this the amount of

work presently underway. The Firm's ability and commitment to complete the project in the timeframe outlined by the City will also be taken into consideration.

- 4) 20% **Past Performance:** Previous evaluations shall be considered a significant factor. If previous evaluations with the City are not available, the professional firm's past performance records with City and others will be used, including quality of work, timely performance, diligence, ability to meet past budgets, and any other pertinent information. Firm will provide a list of similar jobs performed and person whom the City can contact for information.
- 5) 20% **Price:** Complete pricing to the City for all services described herein. The City shall pay an annual base fee. Annual fees shall not be dictated by subscribers. There shall be no additional "per user" charges.



City of Fayetteville  
RFP 13-07, Emergency Notification Services  
SECTION D: Vendor References

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The following information is required from all firms so all statements of qualification may be reviewed and properly evaluated:

COMPANY NAME: \_\_\_\_\_

NUMBER OF YEARS IN BUSINESS: \_\_\_\_\_ HOW LONG IN PRESENT LOCATION: \_\_\_\_\_

TOTAL NUMBER OF CURRENT EMPLOYEES: \_\_\_\_\_ FULL TIME \_\_\_\_\_ PART TIME

NUMBER OF EMPLOYEES PLANNED FOR THIS CONTRACT: \_\_\_\_\_ FULL TIME \_\_\_\_\_ PART TIME

PLEASE LIST FOUR (4) **GOVERNMENTAL** REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR WITHIN THE PAST FIVE (5) YEARS (All fields must be completed):

1. \_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
CITY, STATE, ZIP

\_\_\_\_\_  
CONTACT PERSON

\_\_\_\_\_  
TELEPHONE

\_\_\_\_\_  
FAX NUMBER

\_\_\_\_\_  
E-MAIL ADDRESS

2. \_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
CITY, STATE, ZIP

\_\_\_\_\_  
CONTACT PERSON

\_\_\_\_\_  
TELEPHONE

\_\_\_\_\_  
FAX NUMBER

\_\_\_\_\_  
E-MAIL ADDRESS

3. \_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
CITY, STATE, ZIP

\_\_\_\_\_  
CONTACT PERSON

\_\_\_\_\_  
TELEPHONE

\_\_\_\_\_  
FAX NUMBER

\_\_\_\_\_  
E-MAIL ADDRESS

4. \_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
CITY, STATE, ZIP

\_\_\_\_\_  
CONTACT PERSON

\_\_\_\_\_  
TELEPHONE

\_\_\_\_\_  
FAX NUMBER

\_\_\_\_\_  
E-MAIL ADDRESS

City of Fayetteville  
RFP 13-07, Emergency Notification Services  
SECTION E: Signature Submittal

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**1. Disclosure Information**

Proposer must disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Proposer response must disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official.

If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

**PLEASE CHECK ONE OF THE FOLLOWING TWO OPTIONS, AS IT APPROPRIATELY APPLIES TO YOUR FIRM:**

\_\_\_\_\_ 1) NO KNOWN RELATIONSHIP EXISTS

\_\_\_\_\_ 2) RELATIONSHIP EXISTS (Please explain): \_\_\_\_\_

I certify that; as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true; and my organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

**2. At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. NOTE: Each Proposer shall submit to the City a primary contact name, e-mail address, and phone number (preferably a cell phone number) where the City selection committee can call for clarification or interview via telephone.**

Name of Firm: \_\_\_\_\_

Name of Primary Contact: \_\_\_\_\_

Title of Primary Contact: \_\_\_\_\_

Phone#1 (cell preferred): \_\_\_\_\_ Phone#2: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**3. Please acknowledge receipt of addenda for this invitation to bid, request for proposal, or request for qualification by signing and dating below. All addendums are hereby made a part of the bid or RFP documents to the same extent as though it were originally included therein. Proposers/Bidders should indicate their receipt of same in the appropriate blank listed herein. Failure to do so may subject vendor to disqualification.**

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED

**4. PRICE BID:**

<b>Service</b>	<b>Unit Price</b>	<b>Cost</b>
Initial Service Established	Lump Sum	
Implementation	Lump Sum	
Training	Lump Sum	
Cost per usage per minute (standard fee)	Per minute	
Cost per minute (above standard fee)	Per Minute	
Cost per call/minute for any notifications above the base number	Per call/minute	
Setting up database (if any)	Lump Sum	
Database Maintenance - Quarterly	Lump Sum	
Acceptance Testing	Lump Sum	

**Proposers are cautioned to use the forms provided and to provide the pricing information in the requested format. If additional space is required to explain pricing in full, please note such on the "Cost" section above. Pricing shall be presented in a clear manner.**

**5.** As an interested party on this project, you are required to provide debarment/suspension certification indicating in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

**6.** Signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

**Questions regarding this form should be directed to the City of Fayetteville Purchasing Division.**

NAME: \_\_\_\_\_

COMPANY: \_\_\_\_\_

PHYSICAL ADDRESS: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

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

DATE: \_\_\_\_\_



**Response to RFP 13-07**

**Emergency Notification Services  
for the City of Fayetteville**



# Emergency Notification Services

**Response to RFP 13-07**

**Presented to:**

## The City of Fayetteville

5/24/2013

**Prepared by:**  
**Chadd Steinhauser**  
**Everbridge**

500 North Brand Blvd, Suite 1000  
Glendale, CA 91203 USA  
1-888-366-4911

### **Non-Disclosure**

This proposal contains business, technical, and financial information that if disclosed would result in substantial injury to Everbridge's competitive position. Everbridge requests that such data be used only for the evaluation of this response and not be shared with outside parties.



City of Fayetteville  
Emergency Notification Services

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5/24/2013

Andrea Foren, CPPB, CPPO  
City of Fayetteville  
Purchasing Division - Room 306  
113 W. Mountain  
Fayetteville, AR 72701

Re: Emergency Notification Services

Dear Ms. Foren:

On behalf of Everbridge, I appreciate the opportunity to present this comprehensive proposal to the City of Fayetteville in response to your RFP. Based on your requirements, I am confident the Everbridge Mass Notification solution will meet and exceed your needs and expectations.

I hope to have the chance to add your organization to our growing base of satisfied customers and look forward to being chosen as your mass notification service provider and partner in the years to come.

Best regards,

Chadd Steinhauser  
Everbridge, Inc.  
Account Executive, State & Local Government  
(818) 230-9843



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## ***Executive Summary***

Everbridge is uniquely qualified to provide a complete notification solution with the appropriate expertise, support and applicable experience to ensure the City of Fayetteville's move to a next generation notification platform is a long term success. Eleven years ago, the Everbridge team made the decision to pursue a complete communication solution that ties the process of notification with the missing piece of accurate human feedback from the recipient. The final piece of the puzzle was to provide results of those broadcasts in easily accessible, understandable, and fully customizable reports.

Everbridge is dedicated to understanding and supporting the operations of our customers. We recognize the reality that our jobs, every day, help save lives. We collectively cheer our partners' success stories and buckle down when they require our additional attention. This executive summary provides a brief overview of the information that follows in this complete RFP response - Everbridge, as a whole, looks forward to working with the City of Fayetteville and is currently conducting internal strategic meetings to ensure we meet your goals effectively and continuously exceed your expectations of the market leader.

**Experience** - Everbridge has relevant experience providing fully integrated systems, multiple county systems, complete statewide systems, as well as effective implementations to the smallest of towns.

**Data Management** - Data is the fuel to the notification engine. It must be as pure as possible. To that goal Everbridge has a dedicated data team who constantly expands our tools to allow for every form of data entry and maintenance. With five options available for data management at no additional cost, customers may enter a single record at a time or have their data system linked directly with Everbridge for real time data updates.

**Citizen Opt-in** programs are the future of an efficient and effectively targeted communications program. Six years ago Everbridge led the market with the release of our customized SmartGIS offering. The ability for an organization to customize their opt-in notification offering to the specific local programs that are relevant to their citizens was an immediate success. Providing the ability to collect information on your Access and Functional Needs population's specific communications requirements, Senior Citizens communications programs, volunteer identification by location and specialty as well as automatic programs like weather alerts.

**Reporting**- When the notification is all done, it is the reporting tools that make sense of the broadcast. The reports provide the data at the fork in the road of "what happens next." From simple notification summaries to detailed graphical analysis in the form of pie charts, bar charts and active tables, all data from the system is available in a single Web interface or via extracts into PDF or Excel.

**Best Practices** - It is well known that Everbridge provides system use guidance to both our customers as well as a large number of our competitors' customers through our series of free Best Practice Webinars and Whitepapers. Everbridge continues to develop industry-specific content, compile post-disaster best practices reviews for distribution, and freely provide industry expertise to those who want to move up the ladder of knowledge and qualification.





As a member of the review panel, you are encouraged to review some of the content we have developed. Search “Everbridge” on YouTube to review industry information as presented by Dr. Robert Chandler. Visit the Everbridge Resource Center and download any number of White Papers and other information based on his methodologies.

**Strategic Vision** - The two most senior people in our technology department have PhDs and degrees from MIT in software design, architecture, and strategy. Everbridge has invested heavily in their support teams to keep our technology firmly established as the system to beat in the market. The Everbridge technology team works with key customers, soliciting their input and system development suggestions through a well developed customer testing and feedback program. Everbridge would like to add members from the City of Fayetteville to the customer group that provides input and direct influence on system development.

**Unique Technology Offerings** - A number of years ago Everbridge looked at the 30 million members in our system and thousands of customers successfully using the service and asked “what else can we do with a global notification system?” Available as part of an overall premium package or as individual modules the following technologies provide smart options to consider around an overall Inbound Social Media Strategy, a complete Mobile Strategy, a Weather Strategy, and a Network Effect of sharing information across multiple entities - all in a single console alongside your notification strategy.

**Interactive Visibility (IV)** -Everbridge has designed a system to provide up to the minute real world feedback from the field. Everbridge can actively scan social networking sites and alert you when certain keywords, hash tags, or locations you have interest in are being posted or discussed more often than usual (using the words Boston and Bomb in the same Twitter post as an example). When an increase in social network posts is detected you and your team will be alerted and may view geo-tagged posts on the Everbridge map. In addition, you can view posted pictures, relevant on the scene information, or respond to tweets directly from the Everbridge system.

**Training** - Our training team is fully provisioned and dedicated every day to the ongoing development of relevant training materials, programs, and always available training processes. Users at all levels of access and application will be properly trained with verification testing to validate product knowledge and retention and ongoing regional training workshops will be coordinated. In addition, live Web-cast training will be conducted at regular intervals for those staff members who cannot attend on-site sessions.

**Cost Proposal** - In the attached pricing package we have provided the following pricing:

**Fully Provisioned/Fully Supported/UNLIMITED SYSTEM USE** - This option is fully provisioned with a deep involvement of our Professional Services team, coupled with ANNUAL UNLIMITED SYSTEM USE - all call types, all contact paths. The additional benefit of a fully unlimited system provides the ability to share the system across multiple departments at a flat annual rate. Then the question becomes “why not use the system” instead of “who is going to pay for that if we use the system?” The key to ongoing sustainability is getting a return on investment through more use of the system across many different departments.



Typical fully provisioned agency use cases (based on current Everbridge clients):

- Police - Used for missing persons, shift calls, crime updates, safety reminders, SWAT, Bomb Squad and other special teams
- Fire - Used for emergency call in of extended personnel, fire safety issues, communication with volunteers, situation escalation, Search and Rescue, evacuation notices
- Department of Health - Pandemic updates, immunization reminders or information to seniors, Point of Distribution (POD) information
- Municipal Services - Road closures, power outages, service disruptions
- Water/Power - Boil water alerts, loss of service, bill payment
- Senior Services - Daily wellness calls, senior activity programs, medical updates
- Access and Functional Needs Management - locate and identify various Access and Functional Needs (AFN) groups for specific communication during disaster (send specific information to homes where people are in wheelchairs or confined to a hospital bed)
- Department of Mental Health - communication to clients during regional events about availability and location of pick up for medicine. Updates to clients about treatment options. Wellness check-in following any extended in-house treatment program
- Department of Environmental Health - communication with public access points (restaurants, public pools etc) about recalls, breakouts, shut downs, warnings, regulations
- Department of Justice/Courts - Court Appointments, Fines, Tax Relief, Court Closings, internal communications (between judges, lawyers, clerks, etc.)
- Department of Agriculture - Recalls, E-coli, Food Providers, Processing plants
- Department of Transportation - Internal Staff recalls, Road Closures, Construction
- Department of Information Technology - System and Server Issues, Service and Maintenance Updates
- Department of Transportation - Internal Staff recalls, Road Closures, Construction

**Conclusion** - We encourage the City of Fayetteville evaluation team to look closely at the key areas mentioned above. Our exclusive focus in the mass notification space for the past 11 years has not only resulted in recognition by many third-party groups such as the American Hospital Association and the American Healthcare Association, but also by leading industry analysts including Gartner, the Yankee Group, Frost and Sullivan, and Forrester Research. We believe you will find beyond the checklists of features in the typical evaluation that Everbridge excels in the core fundamentals of a notification platform. Focus and success in these areas will ultimately lead your team to a proven provider that will not only deliver reliable communication for your organization, but will become a partner in your communication process.

We thank the City of Fayetteville for the opportunity to present the Everbridge system and are pleased the requirements of the RFP correspond very well with the strengths of the Everbridge Solution Suite. As you will see by reviewing our response, we are poised to swiftly and effectively implement our solution to arm you with a system that will dramatically improve your communication process with your residents.

We encourage doing demonstrations of finalists before purchasing a system, considering that ease of use will be such a huge part of the success of an emergency notification system. We would be happy to demonstrate the Everbridge solution at your convenience in an effort to further support our RFP response. We look forward to the opportunity to work together.



City of Fayetteville, Arkansas  
Purchasing Division – Room 306  
113 W. Mountain  
Fayetteville, AR 72701  
Phone: 479.575.8220  
TDD (Telecommunication Device for the Deaf): 479.521.1316

**RFP (REQUEST FOR PROPOSAL)**

**REQUEST FOR PROPOSAL: RFP 13-07, Emergency Notification Services**  
**DEADLINE: Friday, May 24, 2013 before 2:00:00 PM, local time**  
**RFP DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701**  
**PURCHASING AGENT: Andrea Foren, CPPB, CPPO, [aforen@ci.fayetteville.ar.us](mailto:aforen@ci.fayetteville.ar.us)**  
**DATE OF ISSUE AND ADVERTISEMENT: Saturday, May 04, 2013**

**REQUEST FOR PROPOSAL**  
**RFP 13-07, Emergency Notification Services**

No late proposals shall be accepted. RFP's shall be submitted in sealed envelopes labeled with the project number and name as well as the name and address of the firm.

All proposals shall be submitted in accordance with the attached City of Fayetteville specifications and bid documents attached hereto. Each Proposer is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection. Any bid, proposal, or statements of qualification will be rejected that violates or conflicts with state, local, or federal laws, ordinances, or policies.

The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of submitting, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Manager.

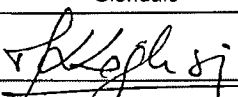
Name of Firm: Everbridge, Inc.

Contact Person: Chadd Steinhauser Title: Account Executive, State & Local Govt.

E-Mail: chadd.steinhauser@everbridge.com Phone: (781) 373-9843

Business Address: 500 N. Brand Blvd., Suite 1000

City: Glendale State: CA Zip: 91203

Signature:  Date: 05-21-13  
Marie-Laure Leglise, Vice President of Finance

City of Fayetteville  
 RFP 13-07, Emergency Notification Services  
 SECTION E: Signature Submittal

**1. Disclosure Information**

Proposer must disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Proposer response must disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official.

If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

**PLEASE CHECK ONE OF THE FOLLOWING TWO OPTIONS, AS IT APPROPRIATELY APPLIES TO YOUR FIRM:**

- 1) NO KNOWN RELATIONSHIP EXISTS
- 2) RELATIONSHIP EXISTS (Please explain): \_\_\_\_\_

I certify that, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true; and my organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

**2. At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. NOTE: Each Proposer shall submit to the City a primary contact name, e-mail address, and phone number (preferably a cell phone number) where the City selection committee can call for clarification or interview via telephone.**

Name of Firm: Everbridge, Inc.

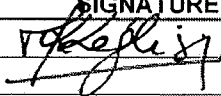
Name of Primary Contact: Chadd Steinhauser

Title of Primary Contact: Account Executive, State & Local Government

Phone#1 (cell preferred): (978) 799-8517 Phone#2: (781) 373-9843

E-Mail Address: chadd.steinhauser@everbridge.com

**3. Please acknowledge receipt of addenda for this invitation to bid, request for proposal, or request for qualification by signing and dating below. All addendums are hereby made a part of the bid or RFP documents to the same extent as though it were originally included therein. Proposers/Bidders should indicate their receipt of same in the appropriate blank listed herein. Failure to do so may subject vendor to disqualification.**

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED
1	 Marie-Laure Leglise	05-21-13

4. PRICE BID:

Service	Unit Price	Cost
Initial Service Established	Lump Sum	Please see additional page provided to include full pricing description.
Implementation	Lump Sum	
Training	Lump Sum	
Cost per usage per minute (standard fee)	Per minute	
Cost per minute (above standard fee)	Per Minute	
Cost per call/minute for any notifications above the base number	Per call/minute	
Setting up database (if any)	Lump Sum	
Database Maintenance - Quarterly	Lump Sum	
Acceptance Testing	Lump Sum	

Proposers are cautioned to use the forms provided and to provide the pricing information in the requested format. If additional space is required to explain pricing in full, please note such on the "Cost" section above. Pricing shall be presented in a clear manner.

5. As an interested party on this project, you are required to provide debarment/suspension certification indicating in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

6. Signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Questions regarding this form should be directed to the City of Fayetteville Purchasing Division.

NAME: Marie-Laure Leglise

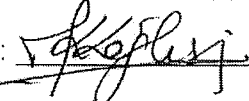
COMPANY: Everbridge, Inc.

PHYSICAL ADDRESS: 500 N. Brand Blvd., Suite 1000, Glendale, CA 91203

MAILING ADDRESS: Same as above

PHONE: (818) 230-9700 FAX: (818) 484-2299

E-MAIL: marie.leglise@everbridge.com

SIGNATURE: 

TITLE: Vice President of Finance

DATE: 05-21-13

<b>Service</b>	<b>Unit Price</b>	<b>Cost</b>
Initial Service Established	Lump Sum	\$21,577.85
Implementation	Lump Sum	\$1,726.23
Training	Lump Sum	\$2,500 – See attached pricing document for on-site training schedule
Cost per usage per minute (standard fee)	Per minute	No additional charge – initial service fee is for unlimited messaging
Cost per minute (above standard fee)	Per minute	No additional charge – initial service fee is for unlimited messaging
Cost per call/minute for any notifications above the base number	Per call/minute	No additional charge – initial service fee is for unlimited messaging
Setting up database (if any)	Lump Sum	No additional charge – included with implementation
Database Maintenance – Quarterly	Lump Sum	No additional charge – included with implementation
Acceptance Testing	Lump Sum	No additional charge – included with implementation

City of Fayetteville  
RFP 13-07, Emergency Notification Services  
SECTION D: Vendor References

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The following information is required from all firms so all statements of qualification may be reviewed and properly evaluated:

COMPANY NAME: Everbridge, Inc.

NUMBER OF YEARS IN BUSINESS: 11+ HOW LONG IN PRESENT LOCATION: Glendale since 2005

TOTAL NUMBER OF CURRENT EMPLOYEES: About 200 worldwide FULL TIME 0 PART TIME

NUMBER OF EMPLOYEES PLANNED FOR THIS CONTRACT: N/A\* FULL TIME      PART TIME

PLEASE LIST FOUR (4) **GOVERNMENTAL** REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR WITHIN THE PAST FIVE (5) YEARS (All fields must be completed):

1. State of Connecticut  
COMPANY NAME

1111 Country Club Rd., Middletown, CT 06457-2389  
CITY, STATE, ZIP

Stephen Verbil, Emergency Telecommunications Manager  
CONTACT PERSON

(860) 685-8080  
TELEPHONE

(860) 610-6294  
FAX NUMBER

stephen.verbil@po.state.ct.us  
E-MAIL ADDRESS

2. Monroe County, IN  
COMPANY NAME

119 West 7th Street, Bloomington, IN 47404  
CITY, STATE, ZIP

Ivan Lee, Public Health Coordinator  
CONTACT PERSON

(812) 349-2849  
TELEPHONE

(812) 349-3353  
FAX NUMBER

ilee@co.monroe.in.us  
E-MAIL ADDRESS

3. Pierce County, Washington  
COMPANY NAME

2501 South 35th, Suite D, Tacoma, WA 98409  
CITY, STATE, ZIP

Ken Parrish, Emergency Management Program Manager  
CONTACT PERSON

(253) 798-6597  
TELEPHONE

(253) 798-3307  
FAX NUMBER

kparris@co.pierce.wa.us  
E-MAIL ADDRESS

4. South Central Task Force\*\*  
COMPANY NAME

381 Independence Ave., Mechanicsburg, PA 17055  
CITY, STATE, ZIP

Brian Radcliffe, IT and Project Consultant  
CONTACT PERSON

(717) 329-2894  
TELEPHONE

(860) 610-6294  
FAX NUMBER

brian.radcliffe@rbrtechnology.biz  
E-MAIL ADDRESS

\*Everbridge does not break out employees for specific contracts.

\*\*This is an eight-county combined system in Pennsylvania.



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## ***Scope of Services and General Information***

### **1. BACKGROUND**

- a. Located in the Northwest corner of Arkansas and surrounded by the breathtaking Ozark Mountains natural beauty frames Fayetteville. With a population over 73,000, and nearing half a million regionally, Fayetteville has all the resources and advantages of a large city, yet its unique quality of life and heritage set it apart.

### **2. INTENT**

- a. The City of Fayetteville, Arkansas is interested in contracting with a company to provide emergency notifications to the citizens of Fayetteville, AR. The system chosen shall provide mass notification in a rapid manner from a single source.

Everbridge is the leading provider of Mass Notification and Emergency Communication systems. As we describe later in our response to the *Company Organization* section of the RFP, some 30 million members are within reach of the Everbridge system, which ranks us as the single largest notification company in the marketplace. A stand-out leader in the State and Local Government vertical, we have customers ranging from the smallest of towns all the way to entire states such as the State of Connecticut.

Our experience is broad. And it's personal. It was our system used by local officials in Hurricanes Katrina, Irene, and Sandy, and in recent tragedies such as the Sandy Hook Elementary School shooting and the Boston Marathon bombings and subsequent manhunt.

Our system has proven its ability to provide mass notification in a rapid manner from a single source time and time again. One of the best examples is the one below, which we note later in our response:

In the Town of Middlefield, CT, an Everbridge customer, more than 20% of their households do not have landlines. So when Hurricane Sandy arrived, the ability to communicate across multiple contact paths became even more critical.

In a span of *only four days*, Middlefield officials used the Everbridge system to successfully deliver across multiple contact paths *more than 10 million messages* to targeted recipients.

We are glad the City of Fayetteville is interested in providing emergency notifications to your citizens. Emergency notifications have the potential to save lives; therefore, your choice of provider is not one to be taken lightly. We hope our response to your RFP provides the information you need to seriously assess our solution offering. In addition, we urge you to ask questions if you need more information or just need clarification. Everbridge does not want to simply sell the City a product and then disappear. When we say we want to become your partner, that's exactly what we mean.





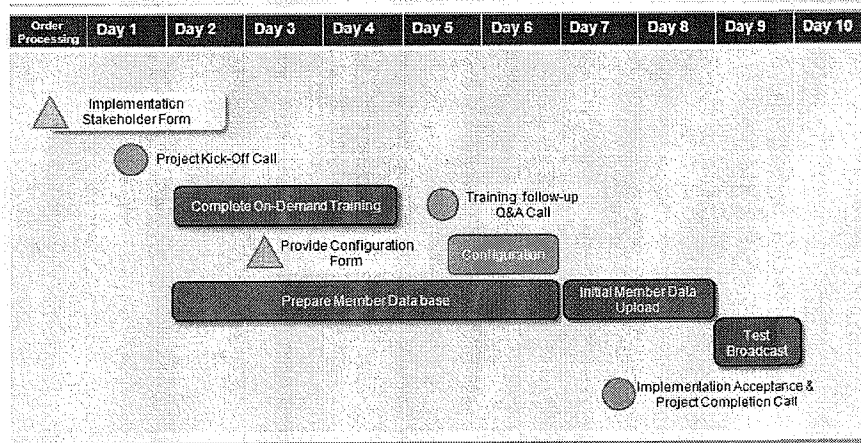
### 3. APPROACH

- a. Proposer shall provide a description of the method(s) which will be used to successfully accomplish the City’s project. Proposers shall include a “time line” chart depicting project milestones (in calendar days) after the Notice to Proceed to indicate when all required services will be provided.

Because Everbridge products are offered on-demand as a service over the Internet and telephone, no hardware or software installation is required, and the implementation life cycle for our products is designed to quickly enable your organization to benefit from the use of Everbridge.

Everbridge system implementations are a critical strength of our company and our implementation Milestones are straightforward and simple. The Everbridge Client Services Implementation team is typically able to get clients fully deployed within 10 days; however this is dependent on the complexity of the implementation project, and we work with your project team to scope a project to fit your organizations business needs.

An Everbridge Implementation Specialist will be assigned to work with your project team as the single point of contact, and will be available to ensure the success of your project. Below is a sample implementation project overview.



### 4. GENERAL

- a. The company selected shall have the calling equipment and lines installed at multiple locations. These are not to be in Washington County, Arkansas.

Everbridge architecture is designed to provide a true zero point of failure system. We employ two, SOC 2, top tier datacenters for all of our test and production systems in an Active-Active configuration. Data is continuously replicated (every 15 milliseconds) between our facilities, and each site can provide the full range of Everbridge services. If service is disrupted at either site, all traffic is dynamically rerouted to the other site so that Everbridge's systems and services remain constantly available.



Each site is designed with full redundancy from top to bottom. Dual network uplinks feed dual routers, fully meshed with dual load balancers, which secure the front-end network with tight controls. Each tier of servers is clustered using MongoDB, which allows for real-time load balancing and failover between nodes, and affords easy scalability to meet increasing demand.

- b. Access to the service shall be secure and limited to the staff authorized by the City.

All transfer of personal information on <https://manager.everbridge.net> is secured by encrypted user names and passwords, and the industry standard Secure Sockets Layer (SSL) protocol. SSL prohibits other Web users from gaining access to a client's confidential information, and helps protect against the loss, misuse, and alteration of your information. Everbridge's 256-Bit SSL/TLS certificate was obtained from GeoTrust.

Everbridge utilizes intrusion detection systems to constantly monitor our production environment. Additionally, we undergo vulnerability assessments, penetration testing, and external audits to assess our system security. Vulnerability assessments are conducted monthly, penetration testing quarterly, and external audits yearly. We adhere to NIST SP800-53 REV3 security framework, and conduct annual certification and compliance testing against the SSAE16 SOC 2 - Type II and FISMA standards.

- c. Access for message creation shall be provided by Internet, voice, and telephone touch tone dialing from anywhere.

The primary access point for the Everbridge platform is the Web based interface that is accessible on any computer Web browser. Additionally we have a native mobile application for Android and iOS devices. For other mobile devices there is a mobile formatted Webpage for easy access on any type of device including Blackberry, Windows Phone, and Symbian operating systems. If you are unable to access the Web interface for any reason our phone support is available 24/7/365 to initiate a broadcast on your behalf.

- d. Messages shall be able to be delivered in these methods:

- i. Land lines
- ii. Cell phones & smart phones (Voice and Text)
- iii. Alpha and digital pagers
- iv. PDAs
- v. E-Mail
- vi. TTY/TDD
- vii. Social Media

Everbridge supports a total of 27 delivery methods per member (6 phones, 5 phones with extension, 2 SMS devices, 3 email addresses, 3 TTY/TDD device, 1 Everbridge recipient app (Android or iOS), 1 TAP Pager, 1 Numeric Pager, 3 Fax numbers, 1 plain text email 1-way and 1 plain text email 2-way). The paths are customizable; allowing your administrators to set up as many or as few of each type as needed. Additionally we support a HTTPS publishing option that can use APIs to integrate with a host of other systems and Web portals. In addition, Everbridge can send posts to Facebook and tweets on Twitter.



- e. The system shall provide for the creation of lists of individuals with common characteristics by the users.

Everbridge complies. Everbridge offers layout and data element customization in a number of areas. The Member Portal is a fully self-serve registration and opt-in interface largely under the direct design control of the Client. Users may create custom Additional Information fields, enabling clients to store important contact data for which the system may not have default fields. Once the user-defined attributes are populated within member profiles, clients have the immediate ability to build an unlimited number of rules-based Dynamic Groups, and leverage these when searching, filtering, or targeting notifications.

- f. The system shall be compatible with ESRI GIS system for creation of geographic areas to be notified. Selection is to be map driven.

Everbridge is compatible with ESRI ArcGIS shape files. A library of shapes can be loaded into the system and used to select contacts within a geographic area. Once a geographic area is selected the contacts can be filtered and excluded if desired. This allows you to utilize geographic notification while utilizing any additional information and dynamic groups that have been added into the system.

- g. Self registration for citizens with pagers, cell phones, fax, and pda's shall be provided.

Everbridge complies. One huge advantage of the Everbridge self-registration portal is the level of granularity available in the setup and control. Fayetteville can determine which device paths they wish to make available for registration. This includes all 27 devices outlined in the answer to question (d) above.

- h. Message delivery shall support multiple languages with the selection to be made by the subscriber.

Everbridge supports text to speech and prompts in Danish, English (UK + US), French, German, Italian, Japanese, Norwegian, Portuguese, Russian, Spanish (Europe + Latin America), and Swedish. The system will render the message in the appropriate language and provide text and voice prompts in the selected language.

- i. Provide for a response from the recipient using touch tone phones.

Everbridge accepts up to nine responses for a message. This can be a simple confirmation of receipt or a choice of a multiple choice question. These responses are automatically logged and can be the basis for a follow up message. For example, a message can be sent and a follow up message can be sent to everyone with a confirmation status of no response, or of a specific polling response.



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## 5. SCOPE OF WORK & SYSTEM REQUIREMENTS

- a. The City of Fayetteville, AR is seeking a vendor to provide a fully operational high-speed mass notification service system via a Web-based, fully hosted system without the acquisition of additional hardware, software or infrastructure. This Web-based system shall have no requirements requiring additional phone lines to be leased.

The Everbridge system is a mass emergency notification technology enabling our clients to communicate very quickly, with any number of desired recipients, targeting a variety of devices for contacting those individuals (pagers, telephones, text messaging, email, etc.). The platform is hosted with full geographic redundancy, for all clients, in a shared Active-Active Software-as-a-Service (ACT-SaaS) solution. This means that all hardware, software, and capacity related to the notification system are hosted and centrally managed entirely by Everbridge and authorized Everbridge personnel only.

There are no hardware, software, or capacity requirements for our clients to implement internally within their organizations. The only requirement for Web-based access to the system is to leverage an Internet browser which supports HTTP SSL/TLS 256-Bit encryption. Everbridge also provide other means of access to the system, such as via telephone and Web-enabled mobile phones.

- i. This will include training in the use of the system and technical assistance in the conversion/creation of any system-required database. System shall serve to enhance communication and information to the public in emergency situations, such as tornado and severe weather, fire, bomb threat, and other critical City needs.

Our Standard Implementation services include high-level training on features in the platform and access to Everbridge University which is our on-demand training system. In addition, we conduct periodic Webinars to provide information about best practices. Additional training is available through our Professional Services group, potentially for additional fees. The upload of client data is included as part of our implementation services, but clients have full control over formatting the data for upload to the system at any time. Should a client require additional data services, this can also be offered through our Professional Services team. Clients are able to easily use the Everbridge system to enhance communication and information to the public in emergency situations, such as during tornadoes and other severe weather events, fires, bomb threats, as well as for other critical City needs.

- ii. The system shall be real-time and multilingual with the ability to notify citizens of emergency situations in multiple different languages through email, telephone, and other communication devices. The work to be done under this contract includes, but is not limited to; providing of all labor, materials, supervision, equipment, services, incidentals, and related items necessary to complete the work in accordance with this specification and scope of work.

Yes, using Everbridge's text or voice capabilities, clients are able to create and deploy message content in any desired language. Further, our system provides real-time status information on all notification campaigns, for any message launched, regardless of language. In regards to the management of the platform, Everbridge maintains all aspects of our notification system internally.



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There are no additional costs associated. Our Standard Implementation services assist our clients in utilizing the system very quickly, but some level of client participation is required (providing data, settings, etc) to complete the implementation. Should clients require additional services, we have Premium Implementation services and offer custom Professional Services as well.

- b. System shall provide rapid origination and delivery of messages (real time) via a Web interface and a toll-free operator 24 hours a day, 365 days a year for the term of the contract. System shall have redundant facilities in distinct geographical locations. Proposers shall provide an outline list of locations.

Everbridge maintains dual corporate headquarters—one office in Boston, MA and an office in Glendale, CA. They are logically separated by geography, making it highly unlikely that an event will cause both centers to be closed simultaneously. Dual corporate headquarters make good business sense, especially for those of us serious about providing mass notification services. For example, during the Boston Marathon bombings and subsequent manhunt, staffing was increased in our Glendale office to handle additional calls into Everbridge support while the East Coast office was closed as a result of police orders. This enabled us to continue providing the 24x7x365 live voice support promised to our customers.

Redundancy is also built into our infrastructure. In fact, Everbridge's infrastructure is a distinguishing characteristic that sets us apart from all other notification vendors. It allows us to provide a guaranteed minimum 99.99% broadcast availability—the industry's highest guaranteed service level.

Our architecture is designed to provide a true zero point of failure system. We employ two, SAS70 Type II, Tier 4 datacenters in an Active-Active configuration for all of our test and production systems. Data is continuously replicated—maintaining our multiple datacenters are in sync with one another. Consequently, if one datacenter experiences a disruption, all traffic is immediately dynamically rerouted to another site—offering a seamless transition that is completely invisible to our customers. Each of our datacenters can provide the full range of services for all of our customers, and service remains available 24x7x365.

- c. No pauses before any message.

The Everbridge system immediately begins to broadcast when the *send* button is pressed. The first message is often delivered within seconds of the message initiation.

- d. System shall have the ability to detect local telephone company infrastructure limitations and adjust the volume of calls as needed to increase efficiency. Proposers shall explain how the system will not jeopardize phone system (overload or telephone circuits) during an emergency when the need for the system to perform is high.

Everbridge has detailed call throttling options that will help ensure local infrastructure is not overwhelmed in the case of widespread broadcast. One of our system's strength's is the rotational methodology that enables the system to attempt to reach many different types of devices in a short period of time. Call throttling and last mile issues are of concern to all customers.



We, however, have been successful formulating plans during events such as Hurricane Sandy where 10 million messages were sent over the period of a few days. With capacity at this level, Everbridge has also developed a verifiable and configurable call throttling mechanism.

Avoiding “Black Box” or “Magic” technology, Everbridge works with customers to determine maximum call throughput by region, local area, and when needed, by specific building. This throttling tool is not one you need to *have faith in*, but one that we can discuss, show, demonstrate, and confirm results from. In a market of wild, yet plausible-sounding technology processes, as well demonstrated by the so-called automatic throttling mechanisms employed by other vendors, the Everbridge team urges caution and suggests diving deep into the proof of these and other claims of technology easily discussed yet ultimately *hidden* from a user.

- e. **Systems shall have safeguards against loss (downtime) during catastrophic events, electrical failures or Internet outages, etc.**

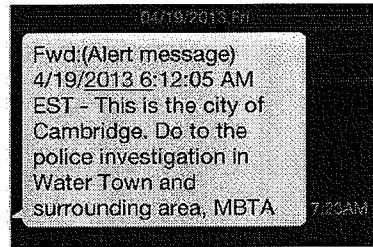
Everbridge has gone to great lengths to ensure that the datacenters used are hardened against nature and outside attacks. Each datacenter has redundant data and telephony connections, UPS systems, backup generators, and a comprehensive security policy. These redundant systems ensure that a datacenter can function in the face of single or double failure. Even if a datacenter does go down, the redundant active-active configuration allows Everbridge to send messages despite that loss. Everbridge’s investment in infrastructure is a differentiator that ensures reliable service for all of our clients.

- f. **Unlimited usages for emergency and non-emergency notifications.**

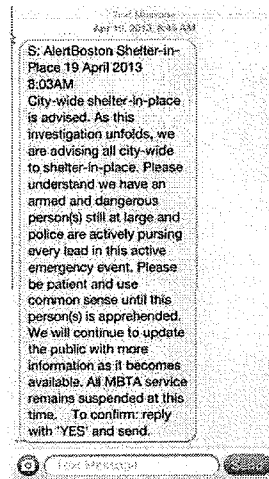
The attached quote contains a plan for unlimited usage.

- g. **The proposed notification system shall have the capacity to provide a high volume of calls over a short period of time. Explain the proposed notification system operation. Reliable and redundant service capability through partnerships with multiple large telecommunications companies is required.**

Everbridge is network agnostic. Utilizing plain old telephone services (POTS), we can ensure that our messages are given appropriate priority as the calls are placed. Messages will not be delayed or marked as spam. Please be careful about providers cutting significant corners that will result in messages being truncated, delayed, or not delivered. The same concept applies to SMS messaging. Everbridge uses SMPP over SMTP message delivery. This is native SMS and not an email gateway that can be used as a significant shortcut. The graphic on the following page shows the result when a message is sent using SMTP.



City of Cambridge (NOT an Everbridge Message)  
Message is truncated due to use of SMTP. An incomplete message leads to confusion and frustration.



City of Boston (Everbridge Message)  
Full message delivered through SMPP. Message is complete and clear.

- h. System shall be in compliance with American with Disabilities Act requirements.

Everbridge is fully compliant with ADA requirements and supports TTY.

- i. Capability for using a wide variety of technologies to originate messages-such as telephone (cellular and landline), text, social network notifications and administrator Internet interface for transmitting a message.

Messages can be originated using the full desktop Web interface, a mobile application, an optimized mobile Web site, and a 24/7/365 toll free phone number to initiate a broadcast. Social network thresholds and national weather service alerts can also initiate a broadcast. Additionally, through our broadcast API we can configure notifications to be initiated by any other type of call, message, or alert desired.

- j. Capacity for messages to be stored for use at later date.

Everbridge allows for the development of a message library that can be accessed at a later date to send a message. This message library can include preset voice and text messages, contacts, GIS shapes, and settings. A stored notification can be sent with a few easy clicks or edited prior to sending. Additionally broadcasts can be scheduled at a specific date and time or recurring interval.

- k. Ability for cancellation of a notification prior to its completion via the Web interface or dispatch operator.

A simple click of a button will allow the message sender to cancel a notification at any time during its cycle, including prior to its completion.

- l. Capability for recipients receiving calls to request that a message be repeated.

Using the touchtone keypad, recipients can replay voice notifications. The system will repeat a message as many times as the recipient requests.



- m. The system shall have the ability to recognize live answer versus an automated answering device and wait until the greeting is completed to leave a message. Also, the message recipient shall be able to answer the phone and immediately hear the recorded message without a key press being required to initiate the message notification.

The Everbridge system has the ability to recognize a live answer versus an automated messaging device. However, we have found through our best practices that no matter how good the algorithm to make this auto detection, there will be errors due to differences in voice mail technologies. As a result the call recipient will need to press the "1" key after answering the phone. While this is a minor inconvenience the result is that virtually no errors occur during this process. Everbridge does not consider voicemails confirmations and will continue to attempt to contact the recipient via other device paths.

- n. Capability for individuals to call into the system to retrieve any current messages from the City.

This is a feature that is considered as a future addition to the Everbridge Mass Notification suite. This feature has been requested at lower and lower rates due to the addition of adoption of SMS messaging, mobile email, and our exclusive mobile member application that allows for all message to be stored, read, and retrieved at a later date if desired.

- o. Methods for dealing with duplicate phone numbers, wrong numbers, pauses causing hang ups, digital and analog phones, answering machines and assistive technologies.

Everbridge has processes in place that deal with each of these. Regarding duplications, Everbridge will only contact a number the first time that it is in a specific device path. For example, if two people register the same home phone number, that number will only be contacted one time. Wrong Numbers and Hang-Ups will be recorded as such in the Everbridge system. Our system will also record when a voice message is left instead of live person answering. Digital and Analog phones are treated the same since all calls are place through POTS. TTY is fully supported by Everbridge.

- p. Explain systems backup in place to secure client information.

Everbridge has active-active datacenters that are replicated every 15 milliseconds ensuring all data uploaded is stored in at least two places. Additionally we make daily backups that are encrypted and stored off site in a secure location. We contract with Iron Mountain, a leader in BC/DR that ensures in the absolute worst case (total multi site failure or destruction) we can recreate our system and data within four hours.

- q. Capability for a City administrator to have complete management of the system.

Fayetteville will have complete management and control of the system. The data stored in the system belongs to you, not Everbridge. Nor all vendors return opt-in and E911 data to customers. Make sure that you know what you are getting when you purchase E911 data, we will show you our sources and the contents to the lists loaded. All user management and control will be in the hands of your administrators. We are here to help 24/7, but it is your system to use and manage.





- r. System shall be able to provide knowledge to citizens, so the difference between a general notification call and an emergency notification call.

Everbridge has different headers and footers and voice greetings for Emergency and general notifications. Appropriate use of these will help you manage your notification program and get the best response rates from your citizens. Part of the Everbridge process is to assist with the management of your program so that you get the most out of your system.

- s. System shall be based on the National Weather Service's polygon methodology and not rely on FIPS codes, City warnings or regional warnings as the City desires to geographically target calls to reach only those in the projected path of the storm. This is anticipated to reduce false notifications.

Everbridge uses NWS polygons as provided through AccuWeather. Everbridge allows for two types of weather alerting. Automatic weather alerts will notify recipients based on predefined thresholds and settings. Manual weather alerting will allow Fayetteville to view the weather notifications and polygons in the GIS system and determine what message to push through to the recipients in the affected area. These methods ensure the level of control and options necessary to run a successful weather notification program.

- t. Notifications shall be able to be launched within seconds after an announcement has been issued by the National Weather Service.
- i. No City action shall be necessary or required to initiate the notification.
  - ii. Proposers shall include in response the number of seconds an announcement will be pushed out after an announcement from the National Weather Service as the City desires a system with instant notification.

As explained as part of question s there is no action necessary by Fayetteville to initiate a weather alert broadcast (however for some types of broadcasts this is possible if desired). As the National Weather Service initiates the announcement they appear in the Everbridge system and are forwarded in a matter of seconds. During critical events, there is no time for delays. The message will be sent out within seconds, provided critical moments to seek shelter in severe weather.

- u. System shall have the capability for citizens to sign up to receive notifications for a combination of weather warnings. Residents shall have the ability to indicate what types of weather notifications they would like to receive (e.g. tornado warning, flash flood warning, severe thunderstorm warning, etc.)

When citizens are signing up into the member portal one of the options for Fayetteville to configure is weather alerting. Citizens can subscribe to the types of weather alerts that desire. However, in the settings certain types of weather alerts can be made mandatory as part of the registration process. For example, This could mean that citizens will need to subscribe to tornado watches and warnings, but may opt out of cold weather warnings. Users can also specify a quiet period for non-life threatening alerts.

- v. The City prefers to have a system which has an app which will function for sign ups, setting preferences, etc. App should be smart phone friendly for multiple smart phones and carriers.



Everbridge has a mobile application for Android and iOS that can be used for two way messaging systems. For the purpose of registration, Everbridge uses a Web portal that is compatible with all devices including smartphones. This ensures the highest number of possible opt-ins.

- w. The Vendor shall provide a database comprised of residential and business data for our community at NO additional charge. The system shall also have the capability to import data from other databases (e.g. 911 database, utility data, etc.)

Everbridge will populate the system with publically available data for no extra charge. All data belongs to Fayetteville and NOT Everbridge. If you leave us at the end of your contract, your data will be provided to you in a CSV file. We will not hold your data hostage. We can also easily import data from other sources like the ones mentioned.

## 6. EXPERIENCE

- a. Personnel:

- i. **Staff:** The Proposer shall provide a description of staff and work force that will be assigned to effectively facilitate the requirements of this project. Description provided shall include, at a minimum, the number of permanent employees, part time employees, and an organizational chart reflecting their responsibilities.

From initial contact with our account executive to being fully implemented and beyond, Everbridge customers have access to a strong team of leaders with boots-on-the-ground experience and years of expertise to assist you at every stage of the process. Below is a short description of the different individuals involved.

### ***Account Executive***

Your account executive is the individual who has developed a relationship with your organization. The account executive has acquired a strong product competency and industry knowledge related to market needs and domain knowledge specific to your industry. Furthermore, they have a minimum of five years' experience understanding prospect customers' needs and advising on the best solution suite to meet customers' highest requirements. Your account executive will serve as your consultant and point-of-contact throughout the initial sales cycle and will introduce you to your account manager and implementation specialist.

### ***Senior Account Manager***

Senior account managers have a minimum of seven years of customer-focused experience. Your senior account manager will take ownership of existing accounts, develop meaningful relationships at multiple levels within customer accounts, and maintain a keen understanding of the your business and service requirements in order to ensure our responsiveness to your needs. Your senior account manager will also proactively review your system usage and service case activity to identify and mitigate potential service escalations. In addition, he/she will share best practices and help maximize the value of your purchased products and services.



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### **Implementation Specialist**

Your implementation specialist will provide professional implementation, project management, and support resulting in a successful and well-coordinated implementation. During the implementation process, your implementation specialist will perform your set-up and system configuration, assist with data upload and management, and efficiently train your users to use the application. This specialist will also act as the City's escalation point and technical advocate within Everbridge, providing quick and satisfactory resolution to all issues so that we always ensure your satisfaction

### **Training and Education Manager**

While Everbridge supports comprehensive online learning modules to develop core system concepts and refresh skills at any time, customers also have the option to leverage on-site training with a training and education manager for a customized instructor-led training. Our training and education managers are full of high energy, knowledge, and best-practices expertise to ensure your system administrators and users reach full competency and confidence using the Everbridge system. Training and education managers have more than eight years' experience in leading interactive and high-value trainings. Training can be coupled with Everbridge Professional Services to ensure accelerated system deployment and adoption.

- ii. **Resumes:** The Proposer shall provide maximum one-page resumes of key personnel intended to be utilized for this project. One-page resumes do not count towards page restrictions outlined in this RFP. Resumes shall include, at a minimum:
- Position Title
  - Tenure with Proposer
  - Manufacturer's certification with equipment service & repair (by model)
  - Experience
  - Other related information

Resumes are not typically provided at this stage of the RFP process. Please see the staff descriptions provided in our previous response. Additional information will be provided upon downselect.

#### **b. Company:**

- i. **Experience:** Proposer shall provide a detailed description of similar city and/or county projects or contracts that currently use the proposed system, completed and/or presently provided during the past five (5) years. Provide complete contact information, name, address, phone and emails for all references.

Work provided for State of Connecticut: Full Implementation of SmartGIS for 3,600,000 Citizens (map and Smart Registration) and implementation of Everbridge Aware (team based tools) for 59,000 state employees. On-site training sessions for system as well as message methodology workshops.

Work provided for Pierce County: Full Implementation of SmartGIS for 800,000 Citizens (map and Smart Registration) and implementation of Everbridge Aware (team based tools) for 15,000 county employees. On-site training sessions for system as well as message methodology workshops.



Work provided for The South Central Task Force: Full Implementation of SmartGIS for 1,725,000 Citizens (map and Smart Registration) and implementation of Everbridge Aware (team based tools) for 10,000 employees. On-site training sessions for system as well as message methodology workshops.

Work provided for Monroe County, IN: Full implementation of Mass Notification for 85,000 Citizens. Training sessions for system as well as message methodology workshops.

- ii. **Company Principals: Provide a brief biographic overview of the Company's key principals.**

**Jaime Ellertson, CEO & Chairman of the Board**

Jaime Ellertson is Everbridge's CEO and chairman of the board. Before its acquisition by Everbridge, Mr. Ellertson was the CEO and chairman of CloudFloor Corporation, a company he helped form in late 2010 that focuses on the emerging Enterprise Cloud Computing market.

Mr. Ellertson also served as CEO, president, and director of S1 Corporation (NASDAQ: SONE), a software provider to the financial services marketplace from 2000 to 2005. From 1997 to 2000, he orchestrated the highly successful turnaround of Interleaf, Inc. (NASDAQ: LEAF), a provider of software tools for e-content management, culminating in its acquisition by BroadVision Inc. in April 2000. Mr. Ellertson served as EVP and GM of Worldwide Strategic Operations of BroadVision Inc. during the merger integration period in 2000.

Prior to Interleaf, Mr. Ellertson founded several high-growth software companies, including Document Automation Corporation (1982-1987), Openware Technologies (1990-1995), and Purview Technologies Inc. (1996-1997).

Mr. Ellertson currently serves on the board of directors of Qvidian, a SaaS provider of applications that improve sales force effectiveness (from 2010 to present) and the Yankee Group, a leading business services group (from 2011 to present).

**Cinta Putra, Chief Financial Officer and SVP Business Operations**

Cinta Putra is Everbridge's chief financial officer, senior vice president of business operations, and one of the company's co-founders. In these roles, Ms. Putra is responsible for overseeing the company's global financial strategy as well as driving operational efficiencies.

Prior to her current role, Ms. Putra lead Everbridge in the capacity of CEO for nearly nine years from its founding to its acquisition of CloudFloor in 2011. Ms. Putra brings 20 years of experience in management, finance, and operations to Everbridge. Prior to Everbridge, she co-founded and served as president of Game Units, a successful niche provider of customizable, demographically targeted video game units to customers that included Fortune 500 companies. Her previous experience includes co-founding Abacus Energy Services, an electric service provider company, and working in various senior-level leadership positions for PMC Global, a billion-dollar manufacturing conglomerate where Ms. Putra was responsible for worldwide financial operations as well as spearheading several key projects including certain acquisitions and corporate restructuring.



Prior to PMC Global, she held management positions for Liner Health Products, one of America's largest manufacturers of vitamins, minerals, and herbal nutritional supplements.

Ms. Putra holds a bachelor's degree in accounting/finance and an MBA in Management from California State University. She is an expert resource and frequent contributor to a number of emergency communication publications and was named the number-one expert to discuss the 2003 Northeast Blackout and the number-two expert to discuss the 2004 Asian tsunami.

### **Gary Phillips, Senior Vice President of Global Sales**

Gary Phillips is Everbridge's senior vice president of sales. In this role, Mr. Phillips is responsible for driving Everbridge's sales and services strategies, increasing sales operational efficiencies, and accelerating market growth.

Most recently, Mr. Phillips was vice president of North American APM Sales at Compuware. He held a similar position as vice president of North America Sales for Gomez prior to its acquisition by Compuware. Prior to Gomez, Mr. Phillips was CEO at Marathon Technologies, a provider of high availability software in the business continuity market. Mr. Phillips also held the position of senior vice president, Worldwide Sales and Services at Avaki, a leading enterprise integration software company, which was acquired by Sybase. Previously, Mr. Phillips led sales at Bowstreet, a Web services company and Interleaf, a content management company that was acquired by BroadVision, where he was general manager for the Americas.

Earlier in Mr. Phillips' career, he held various management positions at BBN, Wang Labs, and started his career in sales at NCR. Mr. Phillips holds a BS in Business Administration and Marketing from Plymouth State College.

### **Imad Mouline, Chief Strategy Officer**

Imad Mouline is Everbridge's chief strategy officer. In this role, Mr. Mouline is responsible for providing leadership and oversight of Everbridge's research and development organization, market strategy, and overall product innovation.

Mouline was a co-founder of CloudFloor, which was acquired by Everbridge. Prior to co-founding CloudFloor, Mr. Mouline served as CTO of Compuware's (NASDAQ:CPWR) \$250 million APM Solutions division, formed after the company acquired Gomez and consolidated its high-growth application performance management solutions. At Gomez, Mr. Mouline served as CTO and led the expansion of their product portfolio and market presence. Prior to Compuware, Mr. Moline served as CTO of S1 Corporation (NASDAQ:SONE) from 2001 to 2005. From 2000 to 2001, he served as director of engineering in the office of the CTO at BroadVision.

Mr. Mouline is a regular presenter at various industry conferences, as well as a frequent contributor to leading online and print publications including *The New York Times*, *USA Today*, *BusinessWeek*, *NetworkWorld*, *Forbes*, and others.



- iii. **Capabilities:** Proposer shall provide a description of limitations relative to facilities, staff personnel, on-going projects/contracts, etc. Specifically, provide in RFP response what priority will be placed on this project.

Everbridge is the largest independent notification provider in the space. We currently have approximately 200 full-time employees worldwide and our current budget and staffing plans call for substantial additional hires throughout the year to bring our team count to well over 200 by the end of 2013. Everbridge is accustomed to this growth rate and new client acquisition in the range of 30% to 40% growth per year has been the norm since our inception in 2002.

We understand how to grow and scale the organization, and we have more than 11 years of demonstrated success. Our Sales, Client Care and Implementation Teams meet weekly to evaluate the sales pipeline, new customer on-boarding, and existing implementation projects. We constantly adjust our hiring needs and timing to align with our customer on-boarding pipeline.

We will not have any limitations in facilities, staff personnel or on-going projects/contracts with the award and on-boarding of your account. Your new implementation account will be assigned top priority within our organization. Upon award, you will immediately be assigned to an implementation specialist who is prepared and ready to immediately implement your account.

## **7. COMPANY ORGANIZATION**

- a. **Primary Business:** Proposers shall describe company's primary business interest and/or operations including organization and affiliations. Include the magnitude of your operation as it relates to this project.
- and
- b. **Company History:** Provide pertinent company historical information that will demonstrate your capability to successfully accomplish this project.

Honing our experience since 2002, Everbridge is the leading provider of Mass Notification and Emergency Communication systems. These *are* our primary business interests and the whole reason for our operations. We have about 200 employees across our four offices in Los Angeles and Boston (US), London (UK), and Beijing (China). We have more than 1,500 customers and continue to add more than 250 new customers per year. Today, some 30 million members are within the reach of the Everbridge system, which ranks us as the single largest pure-play notification company in the marketplace.

Our customers reach across all verticals and some examples include:

- The State of Connecticut
- The Cities of Boston, Atlanta, New Orleans, and Beverley Hills (just to name a few)
- U.S. Marine Corps
- U.S. Environmental Protection Agency
- Internal Revenue Service
- General Services Administration (GSA)
- JP Morgan Chase



- Disney
- Virginia Tech
- University of Michigan

To speak further to our strength, Everbridge was ranked as the leader in the Emergency Notification market by Gartner Research. To bring the example of our strength a little closer to home—it was our system used by local officials in Hurricanes Katrina, Irene, and Sandy, and in recent tragedies such as the Sandy Hook Elementary School shooting and the Boston Marathon bombings and subsequent manhunt.

Communication failures have historically plagued organizations in their ability to respond to and minimize the human, operational, and financial impact of critical events and emergency incidents. To address and eliminate those failures, Everbridge began with a shared vision: empowering a single person to communicate with any number of people as easily as communicating with one person—to ensure continuity of operations, protect assets, minimize loss, and save lives.

Everbridge brings technology and expertise together at every level for a complete solution. Our solutions have the flexibility to match your unique needs, from safety and survival during a crisis to cutting costs and achieving efficiencies in your everyday operations. Our understanding of mass notification and interactive communication challenges is leveraged in everything we do, from how we build our technology from the ground up to the expertise of the people we hire and best practices we share with the community.

Over the years, Everbridge has been recognized numerous times as being a leader in the marketplace. Our credentials include being rated in the top tier of crisis communication and mass notification system providers by every respected analyst firm, including Gartner, Forrester Research, Yankee Group, and Frost & Sullivan. Gartner positioned Everbridge in the top spot in the *Leaders* section of their Emergency/Mass Communication Magic Quadrant report. Most recently, Everbridge won the Platinum Award for Best Mass Notification System given by Government Security News (GSN) in their GSN 2013 Border Security Awards. The Platinum Award represents the first place position in the Border Security Awards.

As any organization would be, we are proud of credentials such as those mentioned above. But there are other ways to demonstrate our capability to successfully accomplish this project. For example:

**In the Town of Middlefield, CT, an Everbridge customer, more than 20% of their households do not have landlines. So when Hurricane Sandy arrived, the ability to communicate across multiple contact paths became even more critical.**

**In a span of *only four days*, Middlefield officials used the Everbridge system to successfully deliver across multiple contact paths *more than 10 million messages* to targeted recipients.**

*Those are the credentials that really count.*



- c. **Overview:** It is the City's intent to evaluate the proposals based on technical merit and price and to choose the Proposer whose proposal provides the highest value to the City. The City reserves the right to waive any irregularities, reject any and/or all proposals, in whole or in part, when, in the City's opinion, such rejection is in the best interests of the City.

Everbridge acknowledges the City's stated overview.

- d. **Evaluation Method:** Each proposal will be reviewed by a team of qualified individuals. Their proposal review and evaluation will be subjective; however, the weighting values are established to minimize subjectivity. The following delineates the value attributed to each section.

Everbridge acknowledges the City's stated evaluation method.

## **8. IMPLEMENTATION**

- a. **The implementation plan should include a publicity campaign to make the public aware of the new warning capabilities.**

Everbridge is committed to using best practices in our clients' use of Everbridge, from implementation to system utilization. Everbridge provides the following Marketing Resources

**Letter template**—Everbridge provides a template letter that the City may customize and send to residents and businesses providing an overview of how mass notification works and why the City has chosen to implement the Everbridge system. This information may also be posted on the City Web site. Created in Microsoft Word.

**Opt-in/opt-out instructions**—The City may edit these instructions or use them as-is to mail to residents and businesses directly, include as inserts in other mailings, or post as flyers in key, high-traffic areas, such as City Hall, post offices, libraries, and other public areas. Created in Microsoft Word.

**Web site buttons/links**—Everbridge will provide "Add my information" and "Remove my information" buttons for inclusion on the City Web site to encourage residents to click through to the Everbridge SmartRegistration opt-In/opt-Out feature.

**Press release/media announcement**—Everbridge includes as part of the Everbridge Citizen Outreach process a template press release that can be issued by the City or jointly with Everbridge announcing the City's purchase and implementation on the Everbridge Citizen Alert mass notification system. The City can distribute this release across the newswires, issue it on the City Web site, and/or distribute the release to journalists and other media contacts for inclusion in local, regional, or national publications. Everbridge reserves the right to review final press releases prior to distribution and publication and can make a spokesperson available for media interviews. Press release created in Microsoft Word.

**Public Relations Company**—Additionally, if needed, Everbridge will make our PR company accessible to the City to assist as desired in writing articles, releases, and other items to support the effort.





The SmartRegistration opt-in portal, in concert with the Citizen Outreach process, will be very effective for allowing citizens to register for Everbridge SmartGIS for Citizen Alerts. Citizens and businesses may sign up for alerts, add or correct contact data, and specify the best way to reach them in an emergency or for routine communications. This is also a very useful feature for obtaining special needs population data; citizens can indicate their individual needs (handicap characteristics, oxygen dependent, non-ambulatory, chemical storage on-site, etc.). In addition, it takes some of the data management responsibilities off of the City.

- b. The system shall be capable of creating reports that provide information about text of the message delivered and the number of messages attempted, delivered, or failed.

Everbridge Mass Notification offers the most powerful sets of reporting tools in the Emergency Notification market. These include reports for use during emergency activations as well as afterwards. The system provides four types of notification reports, giving you the information you need, when you need it. All reports are capable of export.

#### **Notification Dashboard Reporting (Real-time Reporting)**

The first type of report is the Notification Dashboard reporting. This dashboard is a reporting system that tracks notifications in real time, allowing you to observe the results of the broadcast as they occur. Receiving real-time broadcast results allows you to make faster, more informed decisions.

The dashboard reporting screen automatically refreshes every 60 seconds, or it can be manually refreshed while the broadcast is active to provide up-to-the-second information. You can easily access detail-level reporting to see who has received and confirmed messages and who has not.

#### **Broadcast Reports**

The second type of report is the Detailed Broadcast Report, which provides detailed breakdowns of each notification sent. Detailed Broadcast Reports are available online through the Web-based administration console. They can also be automatically e-mailed or faxed at the conclusion of a broadcast.

#### **Detailed Notification Analysis Reports**

The third type of report is a detailed Notification Analysis report which allows clients to investigate the delivery details, over time and among all users targeted, for any notification campaign launched from the platform. Details about the notification are included such as the settings that were configured for the deployment, confirmation status information (with pie chart representation), and the overall number of delivery attempts made over time (with line chart representation).

#### **Customizable Ad Hoc Reports**

Everbridge also offers drag-and-drop ad-hoc reporting, which enables customers to create customized reports using any of the contact information fields, including custom fields, to fit specific needs. A graphical view of the reports may also be displayed for quick data analysis. With the ability to build customizable ad hoc reports, your reporting options are virtually unlimited.



c. On-site training shall include:

- i. Two (2) general users from the City
- ii. Two (2) system administrators to manage the system operation and configuration and set up users.

In addition to providing pricing in the City’s required format, Everbridge has provided an enhanced price quote (see Appendix 1) that includes a day of on-site training as well as a description of what that day will entail.

d. The company selected shall provide 24/7 support with a maximum of 30 minute call back time after hours.

The Everbridge Client Care team is available to you at any time of day or night—24x7x365—via the Internet, e-mail, and telephone. Our Client Care staff members are Everbridge employees who are located on-site. We do not outsource our client care services to third-party entities. When you call Everbridge Client Care, you are getting a professional who is well-versed in the Everbridge Aware system and is more than capable of assisting you, no matter what your need may be.

Depending on the purpose of your call, the Everbridge support representative may be able to take care of your need immediately. If the issue cannot be resolved immediately, then based upon the case description and urgency, the Everbridge support representative will assign a priority level during case creation. The priority indicates the severity of impact of the issue on the client’s use of the Everbridge system.

Priority	Description
Minor	<ul style="list-style-type: none"> <li>• Inquiry regarding a routine technical issue; information requested on solution capabilities, navigation, configuration, defect affecting a small number of users.</li> <li>• Minor problem or question that does not affect the quality of contact data, notification initiation and delivery, or notification reporting.</li> <li>• Enhancement requests, missing or erroneous documentation.</li> <li>• Acceptable workaround available.</li> </ul>
Moderate	<ul style="list-style-type: none"> <li>• Service is operational but partially degraded for some or all users.</li> <li>• Problem with non-critical feature or functionality that does not affect the quality of contact data, notification initiation and delivery, or notification reporting.</li> <li>• Short-term workaround is available, but not scalable.</li> </ul>
Serious	<ul style="list-style-type: none"> <li>• Major functionality is severely impaired or significant performance degradation is experienced. Issue is persistent and affects many users; however, operations can continue in a restricted fashion.</li> <li>• Notification initiation and delivery or notification reporting are experiencing degradation in performance, but are still operational. Does not impact the quality of contact data.</li> <li>• No reasonable workaround available.</li> </ul>



- Critical
- Critical issue affecting all users, including system unavailability and data integrity issues.
  - Notifications cannot be sent or the quality of the message has been severely impacted, notification reporting is unavailable, or contact data quality has been compromised.
  - No workaround available.

### **Client Priority**

In addition to the Everbridge priority, clients can communicate the priority of the case within their organization by setting the Client Priority field. This field is accessible when submitting or editing cases from the Client Portal and can be communicated via phone or e-mail. The Client Priority will ensure that support specialists have an understanding of the importance of the issue to you and will automatically move the case ahead of other cases submitted at the same time with the same priority.

### **Case Notification**

Clients can expect to receive notification that a case has been created. The notification will include the case number for tracking purposes, the support representative or queue assigned to the case, a summary of the inquiry, and the severity level that has been assigned. For phone inquiries, notification of the case creation should occur during the call; however, clients can request an e-mail confirmation as well.

The response time for initial case notification depends on your support level:

- Standard support—2 business hours
- Premium support—30 minutes



## ***Appendix 1***

Everbridge has included in Appendix 1 an enhanced price quote as well as a short section regarding our legal comments and exceptions to Terms and Conditions.



**SYSTEM INCLUSION**  
Confidential

## Everbridge Mass Notification

Everbridge Mass Notification allows users to send notifications to individuals or groups using lists, locations, and visual intelligence. Everbridge Mass Notification is supported by state-of-the-art security protocols, an elastic infrastructure, advanced mobility, interactive reporting and analytics, adaptive people and resource mapping to mirror your organization, and true enterprise class data management capabilities to provide a wide array of data management options. Below is a list of key system inclusions with your new Everbridge Mass Notification system.

### Usage

- Unlimited US Emergency and Critical Messaging
- Unlimited US Non Emergency Messaging

### Access

- 1 Organization
- Single Location Contact Data Store (in USA, UK, Canada)
- Unlimited Administrator Access to the Everbridge System
- Unlimited Nested, Static and Dynamic Groups

### Key Notification Features

- Integrated Geo Notification Capability
- InstaBridge Accessibility for Conference Calls
- Polling Accessibility for Active Data Collection
- Integrated On-the-Fly and Aggregated Notification Capabilities
- Multiple Language Text to Speech Access
- Interactive Dashboard for Organizational Activity Summary
- Up to 13 Contact Paths
- Graphical and Ad-Hoc Reporting
- Unlimited Notification Templates
- Unlimited Custom Fields, and Opt In Subscriptions

### Contact Data Management

- Self-service Single Contact Record Adjustments
- Self-service Contact Import via CSV Upload
- Bulk Contact Management Automation via Secure FTP

### Mapping Tools

- Automatic Real-time Geocoding
- Redundant Standard Background Maps
- Shape and polygon Management System

### Additional Resources

- Mobile Notification Initiation Applications for iOS and Android
- Customer Branded Public or Private Contact Self Serve Portal

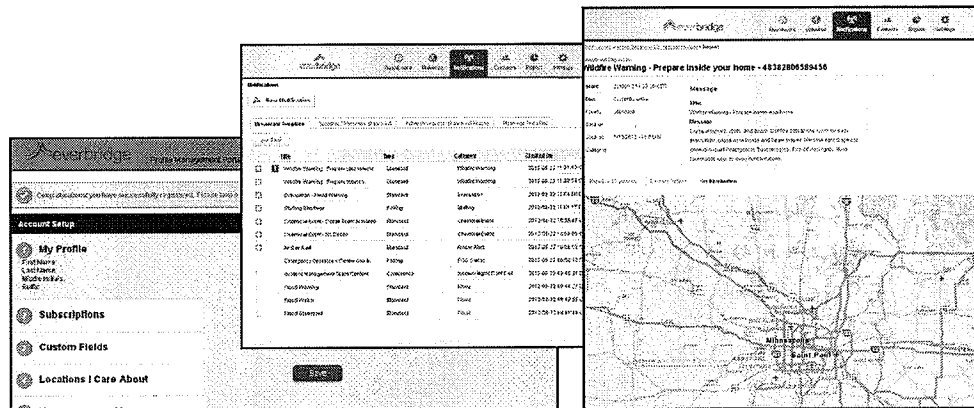
### Set-up & Implementation

- Dedicated Implementation Specialist / Project Manager
- Self Service Administrative Set-up, Configuration and Default Preferences
- Initial Member Data Upload and Test Broadcast
- Unlimited Access to Everbridge University



# Mass Notification

Everbridge Mass Notification enables users to send notifications to individuals or groups using lists, locations, and visual intelligence. This comprehensive notification system keeps everyone informed before, during and after all events whether emergency or non-emergency.



## Anticipate, Target, Communicate

- + Intelligent, personalized message delivery is about targeting the individual and not the device. Escalation follows the order of contact preference designated by the recipient and stops once the recipient confirms receipt.
- + GIS-based message targeting to quickly and easily send messages to recipients in a specific geographic region defined by zip code, street address, radius from a specific point, or other attribute. Specify a location with user-friendly drawing tools or even upload shape files from other applications for on-the-fly notifications to targeted geographic areas.
- + Support for up to 13 contact paths is included, providing flexibility in broadcasting messages to virtually any communications device in addition to supporting escalation workflow throughout the organization.
- + Build events for one-click sending during incidents. Set up notification templates with pre-determined contact lists and pre-defined messages for faster communications in a crisis.
- + Quickly resend notifications to recipients, or send follow up messages to all or a sub-set of recipients for tracking within the same incident or event.
- + Flexible call-throttling capabilities empower system administrators to configure rules based on their infrastructure's capacity.

- + Segregate your management and operating structure into multiple notification environments. Separating by geography, department/function, country or other criteria provides maximum security and flexibility.

## Advanced Mobility and Connectivity

- + Brings the power and security of communications and incident management to mobile devices everywhere, even under adverse network conditions.
- + Support for multi-platform smart phones and tablets including Apple® iOS and Android™ devices are provided.
- + Benefit from reporting and analytics with a native interface designed for the operating system of the device.
- + Send notifications with a multiple-choice question with up to nine different responses or "I'm OK" citizen wellness information.

## Global Ready

- + Personalize your reach to a global audience by broadcasting messages globally, in any language.
- + Multilingual text-to-speech capability enables you truly to localize communications.
- + Globally local call routing increases the delivery speed and volume of voice notifications; your global calls will be initiated using providers that are local to the call recipient.

- + Customized global caller ID enables you send a single notification anywhere in the world with a caller ID can be customized per country and is local and familiar to the call recipient.
- + Store your data locally and securely in your country of preference and comply with the regulatory requirements of that locale.
- + An organization with multiple, distributed data stores does not need to do anything special in order to access or manage this contact data or notify contacts. A unified access point makes the location of data transparent to the user.
- + Designed to meet the highest standards for regulatory requirements and handling of PII worldwide, including encryption of data at rest, if needed.

### Geo-Intelligent Tools

- + Save and organize critical and often-used shapes and boundaries to improve communication speed and accuracy.
- + Create or import regions for one-time use or categorize and store to the Region Library for reuse later.
- + Dynamic search, filtering and targeted alerts allow you to view the locations of special needs populations, subscribers to specific alert types, fire districts, police stations, and more.
- + Load, geo-code and manage contact data within a single interface and in real-time.
- + Search address, location or point of interest and exclude contacts based on location or other attributes.

### Flexible, Customizable Contact Management

- + Easily automated bulk, partial and full updates utilizing a secure, industry standard method for data transfer.
- + Update groups and custom fields without compromising information from HR systems.
- + Organize and categorize contact data in a way that is meaningful to your organization.

### The Everbridge Difference

With Everbridge providing the most accurate and up-to-the minute information at your fingertips you can make better decisions and manage the safety of your employees, key stakeholders and/or citizens, the tone and content of public sentiment, as well as the reputation of your organization with ease. A multi-tasking interface streamlines communication efforts and in turn increases the efficiency of incident management and critical communications. When you can communicate with anyone, anywhere in the world at any time via any communication device you are better equipped to enhance communications to save lives, manage critical activities, and improve the efficiency of daily operations.

- + Search or filter contacts on any attribute or combination of attributes within the contact's profile.
- + Easily notify contacts and/or manage contact data across multiple distributed data stores from a single access point.
- + Data can be populated from several sources and geo-coded. 911 data can be kept separate for emergency-only usage.

### Report, Analyze, Understand

- + Comprehensive, robust analytics and reporting capabilities provide the actionable intelligence needed to enhance your continuity and resiliency, as well as measure your communication program's effectiveness and to continually improve its efficiency.
- + Armed with powerful, accurate incident analyses in real-time, decision-makers are empowered to make changes on-the-fly, leading to better results.
- + Launch frequently requested reports on-the-fly with Quick Reports.
- + Provide summary and detailed after-action reports for continuous improvements as well as management and regulatory compliance.
- + Easily enhance exported reports with off-line creation of pivot tables and cross-referencing.

### Positive User Experience

- + Comprehensive and intuitive administrator interface to manage settings, limits and defaults.
- + Separate user and contact management that uses role-based access controls.
- + Account and Organizational hierarchy structure.
- + Comprehensive self-service administration.
- + Mass Notification provides branded, customizable profile management portals to administer both publicly available and private (invitation only) opt-in. Both are accessed via a link on your website that directs participants to the opt-in interface.

### About Everbridge

Everbridge provides industry-leading interactive communication and mass notification solutions to organizations in all major industries and government sectors. Everbridge solutions increase connectivity to key audiences, automate communication processes, and integrate recipient feedback, data feeds, and social media in a single communications console. Ultimately, these solutions provide the insight and infrastructure that help clients save lives, manage critical activities and improve the efficiency of daily operations.





## **Everbridge Legal Comments & Exceptions**

Everbridge, Inc. respectfully requests the opportunity to present comments and exceptions to the contractual terms and conditions of this RFP. If any of the comments or changes will result in the denial of an award to Everbridge, Everbridge respectfully requests the opportunity to present our explanation and rationale regarding such comment or change to the City of Fayetteville prior to a final determination.

We also note that because the Everbridge products are software as a service ("SaaS"), our standard service agreement provides for licensing language customary to SaaS-based products that is unique to the type of services provided, and which by their nature may vary substantially from other standard contracts, particularly those such as consulting contracts which focus on professional services and on-site work. These license terms also protect our intellectual property rights which are essential to our business. We respectfully request that these specific terms in our Core Platform Service Agreement (included in the pricing section) be added to the final contract with the City.

### **Section A. General Terms and Conditions**

13. Indemnification: Everbridge respectfully redirects the City to Sections 9 and 10 of the Everbridge, Inc. Core Platform Services Agreement in lieu of the language of this section.
16. Payments and Invoicing: Everbridge is willing to remove the verbiage related to interest fees and penalties for late payment from Section 2 of the Everbridge, Inc. Core Platform Services Agreement should a contract be awarded. Please note that we can accept credit card payment up to \$20,000 only.
17. Cancellation: Everbridge respectfully redirects the City to Section 5.1 of the Everbridge, Inc. Core Platform Service Agreement in lieu of the language in this section.
18. Assignment, Subcontracting, Corporate Acquisitions, and/or Mergers: Everbridge cannot agree to seek permission from its customers in the event Everbridge merges, is acquired by, or transfers substantially all of its assets.





### Everbridge Enhanced Price Quote

In addition to the price bid in the format required in the RFP (shown below), please also see the additional Everbridge price quote that follows. (Please note: The pricing table below is taken from the Signature Submittal Form provided by the City of Fayetteville.)

Service	Unit Price	Cost
Initial Service Established	Lump Sum	\$21,577.85
Implementation	Lump Sum	\$1,726.23
Training	Lump Sum	\$2,500 - See attached pricing document for on-site training schedule
Cost per usage per minute (standard fee)	Per minute	No additional charge - initial service fee is for unlimited messaging
Cost per minute (above standard fee)	Per minute	No additional charge - initial service fee is for unlimited messaging
Cost per call/minute for any notifications above the base number	Per call/minute	No additional charge - initial service fee is for unlimited messaging
Setting up database (if any)	Lump Sum	No additional charge - included with implementation
Database Maintenance - Quarterly	Lump Sum	No additional charge - included with implementation
Acceptance Testing	Lump Sum	No additional charge - included with implementation

7/16/2013: Andree Foren:  
Note: Pricing was revised along w/ the needed services. This page was submitted w/ the final response from Everbridge; however, it is not the final agreed upon pricing. *af*



**Response to RFP 13-07**

**Emergency Notification Services  
for the City of Fayetteville**

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# Emergency Notification Services

**Response to RFP 13-07**

**Presented to:**

**The City of Fayetteville**

5/24/2013

**Prepared by:**

**Chadd Steinhauser**

**Everbridge**

500 North Brand Blvd, Suite 1000

Glendale, CA 91203 USA

1-888-366-4911

**Non-Disclosure**

This proposal contains business, technical, and financial information that if disclosed would result in substantial injury to Everbridge's competitive position. Everbridge requests that such data be used only for the evaluation of this response and not be shared with outside parties.

5/24/2013

Andrea Foren, CPPB, CPPO  
City of Fayetteville  
Purchasing Division - Room 306  
113 W. Mountain  
Fayetteville, AR 72701

Re: Emergency Notification Services

Dear Ms. Foren:

On behalf of Everbridge, I appreciate the opportunity to present this comprehensive proposal to the City of Fayetteville in response to your RFP. Based on your requirements, I am confident the Everbridge Mass Notification solution will meet and exceed your needs and expectations.

I hope to have the chance to add your organization to our growing base of satisfied customers and look forward to being chosen as your mass notification service provider and partner in the years to come.

Best regards,

Chadd Steinhauser  
Everbridge, Inc.  
Account Executive, State & Local Government  
(818) 230-9843

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## **Executive Summary**

Everbridge is uniquely qualified to provide a complete notification solution with the appropriate expertise, support and applicable experience to ensure the City of Fayetteville's move to a next generation notification platform is a long term success. Eleven years ago, the Everbridge team made the decision to pursue a complete communication solution that ties the process of notification with the missing piece of accurate human feedback from the recipient. The final piece of the puzzle was to provide results of those broadcasts in easily accessible, understandable, and fully customizable reports.

Everbridge is dedicated to understanding and supporting the operations of our customers. We recognize the reality that our jobs, every day, help save lives. We collectively cheer our partners' success stories and buckle down when they require our additional attention. This executive summary provides a brief overview of the information that follows in this complete RFP response – Everbridge, as a whole, looks forward to working with the City of Fayetteville and is currently conducting internal strategic meetings to ensure we meet your goals effectively and continuously exceed your expectations of the market leader.

**Experience** – Everbridge has relevant experience providing fully integrated systems, multiple county systems, complete statewide systems, as well as effective implementations to the smallest of towns.

**Data Management** - Data is the fuel to the notification engine. It must be as pure as possible. To that goal Everbridge has a dedicated data team who constantly expands our tools to allow for every form of data entry and maintenance. With five options available for data management at no additional cost, customers may enter a single record at a time or have their data system linked directly with Everbridge for real time data updates.

**Citizen Opt-in** programs are the future of an efficient and effectively targeted communications program. Six years ago Everbridge led the market with the release of our customized SmartGIS offering. The ability for an organization to customize their opt-in notification offering to the specific local programs that are relevant to their citizens was an immediate success. Providing the ability to collect information on your Access and Functional Needs population's specific communications requirements, Senior Citizens communications programs, volunteer identification by location and specialty as well as automatic programs like weather alerts.

**Reporting**- When the notification is all done, it is the reporting tools that make sense of the broadcast. The reports provide the data at the fork in the road of "what happens next." From simple notification summaries to detailed graphical analysis in the form of pie charts, bar charts and active tables, all data from the system is available in a single Web interface or via extracts into PDF or Excel.

**Best Practices** – It is well known that Everbridge provides system use guidance to both our customers as well as a large number of our competitors' customers through our series of free Best Practice Webinars and Whitepapers. Everbridge continues to develop industry-specific content, compile post-disaster best practices reviews for distribution, and freely provide industry expertise to those who want to move up the ladder of knowledge and qualification.

As a member of the review panel, you are encouraged to review some of the content we have developed. Search “Everbridge” on YouTube to review industry information as presented by Dr. Robert Chandler. Visit the Everbridge Resource Center and download any number of White Papers and other information based on his methodologies.

**Strategic Vision** – The two most senior people in our technology department have PhDs and degrees from MIT in software design, architecture, and strategy. Everbridge has invested heavily in their support teams to keep our technology firmly established as the system to beat in the market. The Everbridge technology team works with key customers, soliciting their input and system development suggestions through a well developed customer testing and feedback program. Everbridge would like to add members from the City of Fayetteville to the customer group that provides input and direct influence on system development.

**Unique Technology Offerings** – A number of years ago Everbridge looked at the 30 million members in our system and thousands of customers successfully using the service and asked “what else can we do with a global notification system?” Available as part of an overall premium package or as individual modules the following technologies provide smart options to consider around an overall Inbound Social Media Strategy, a complete Mobile Strategy, a Weather Strategy, and a Network Effect of sharing information across multiple entities - all in a single console alongside your notification strategy.

**Interactive Visibility (IV)** – Everbridge has designed a system to provide up to the minute real world feedback from the field. Everbridge can actively scan social networking sites and alert you when certain keywords, hash tags, or locations you have interest in are being posted or discussed more often than usual (using the words Boston and Bomb in the same Twitter post as an example). When an increase in social network posts is detected you and your team will be alerted and may view geo-tagged posts on the Everbridge map. In addition, you can view posted pictures, relevant on the scene information, or respond to tweets directly from the Everbridge system.

**Training** - Our training team is fully provisioned and dedicated every day to the ongoing development of relevant training materials, programs, and always available training processes. Users at all levels of access and application will be properly trained with verification testing to validate product knowledge and retention and ongoing regional training workshops will be coordinated. In addition, live Web-cast training will be conducted at regular intervals for those staff members who cannot attend on-site sessions.

**Cost Proposal** – In the attached pricing package we have provided the following pricing:

**Fully Provisioned/Fully Supported/UNLIMITED SYSTEM USE** – This option is fully provisioned with a deep involvement of our Professional Services team, coupled with ANNUAL UNLIMITED SYSTEM USE – all call types, all contact paths. The additional benefit of a fully unlimited system provides the ability to share the system across multiple departments at a flat annual rate. Then the question becomes “why not use the system” instead of “who is going to pay for that if we use the system?” The key to ongoing sustainability is getting a return on investment through more use of the system across many different departments.

Typical fully provisioned agency use cases (based on current Everbridge clients):

- Police – Used for missing persons, shift calls, crime updates, safety reminders, SWAT, Bomb Squad and other special teams
- Fire – Used for emergency call in of extended personnel, fire safety issues, communication with volunteers, situation escalation, Search and Rescue, evacuation notices
- Department of Health – Pandemic updates, immunization reminders or information to seniors, Point of Distribution (POD) information
- Municipal Services – Road closures, power outages, service disruptions
- Water/Power – Boil water alerts, loss of service, bill payment
- Senior Services – Daily wellness calls, senior activity programs, medical updates
- Access and Functional Needs Management – locate and identify various Access and Functional Needs (AFN) groups for specific communication during disaster (send specific information to homes where people are in wheelchairs or confined to a hospital bed)
- Department of Mental Health – communication to clients during regional events about availability and location of pick up for medicine. Updates to clients about treatment options. Wellness check-in following any extended in-house treatment program
- Department of Environmental Health – communication with public access points (restaurants, public pools etc) about recalls, breakouts, shut downs, warnings, regulations
- Department of Justice/Courts – Court Appointments, Fines, Tax Relief, Court Closings, internal communications (between judges, lawyers, clerks, etc.)
- Department of Agriculture – Recalls, E-coli, Food Providers, Processing plants
- Department of Transportation – Internal Staff recalls, Road Closures, Construction
- Department of Information Technology – System and Server Issues, Service and Maintenance Updates
- Department of Transportation – Internal Staff recalls, Road Closures, Construction

**Conclusion** - We encourage the City of Fayetteville evaluation team to look closely at the key areas mentioned above. Our exclusive focus in the mass notification space for the past 11 years has not only resulted in recognition by many third-party groups such as the American Hospital Association and the American Healthcare Association, but also by leading industry analysts including Gartner, the Yankee Group, Frost and Sullivan, and Forrester Research. We believe you will find beyond the checklists of features in the typical evaluation that Everbridge excels in the core fundamentals of a notification platform. Focus and success in these areas will ultimately lead your team to a proven provider that will not only deliver reliable communication for your organization, but will become a partner in your communication process.

We thank the City of Fayetteville for the opportunity to present the Everbridge system and are pleased the requirements of the RFP correspond very well with the strengths of the Everbridge Solution Suite. As you will see by reviewing our response, we are poised to swiftly and effectively implement our solution to arm you with a system that will dramatically improve your communication process with your residents.

We encourage doing demonstrations of finalists before purchasing a system, considering that ease of use will be such a huge part of the success of an emergency notification system. We would be happy to demonstrate the Everbridge solution at your convenience in an effort to further support our RFP response. We look forward to the opportunity to work together.





City of Fayetteville, Arkansas  
Purchasing Division – Room 306  
113 W. Mountain  
Fayetteville, AR 72701  
Phone: 479.575.8220

TDD (Telecommunication Device for the Deaf): 479.521.1316

**RFP (REQUEST FOR PROPOSAL)**

**REQUEST FOR PROPOSAL: RFP 13-07, Emergency Notification Services**  
**DEADLINE: Friday, May 24, 2013 before 2:00:00 PM, local time**  
**RFP DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701**  
**PURCHASING AGENT: Andrea Foren, CPPB, CPPO, [aforen@ci.fayetteville.ar.us](mailto:aforen@ci.fayetteville.ar.us)**  
**DATE OF ISSUE AND ADVERTISEMENT: Saturday, May 04, 2013**

**REQUEST FOR PROPOSAL**  
**RFP 13-07, Emergency Notification Services**

No late proposals shall be accepted. RFP's shall be submitted in sealed envelopes labeled with the project number and name as well as the name and address of the firm.

All proposals shall be submitted in accordance with the attached City of Fayetteville specifications and bid documents attached hereto. Each Proposer is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection. Any bid, proposal, or statements of qualification will be rejected that violates or conflicts with state, local, or federal laws, ordinances, or policies.

The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of submitting, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Manager.

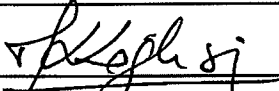
Name of Firm: Everbridge, Inc.

Contact Person: Chadd Steinhauser Title: Account Executive, State & Local Govt.

E-Mail: chadd.steinhauser@everbridge.com Phone: (781) 373-9843

Business Address: 500 N. Brand Blvd., Suite 1000

City: Glendale State: CA Zip: 91203

Signature:  Date: 05-21-13  
Marie-Laure Leglise, Vice President of Finance

City of Fayetteville  
 RFP 13-07, Emergency Notification Services  
 SECTION E: Signature Submittal

**1. Disclosure Information**

Proposer must disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Proposer response must disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official.

If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

**PLEASE CHECK ONE OF THE FOLLOWING TWO OPTIONS, AS IT APPROPRIATELY APPLIES TO YOUR FIRM:**

- 1) NO KNOWN RELATIONSHIP EXISTS
- 2) RELATIONSHIP EXISTS (Please explain): \_\_\_\_\_

I certify that; as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true; and my organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

2. At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. **NOTE: Each Proposer shall submit to the City a primary contact name, e-mail address, and phone number (preferably a cell phone number) where the City selection committee can call for clarification or interview via telephone.**

Name of Firm: Everbridge, Inc.

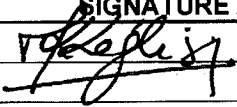
Name of Primary Contact: Chadd Steinhauser

Title of Primary Contact: Account Executive, State & Local Government

Phone#1 (cell preferred): (978) 799-8517 Phone#2: (781) 373-9843

E-Mail Address: chadd.steinhauser@everbridge.com

3. Please acknowledge receipt of addenda for this invitation to bid, request for proposal, or request for qualification by signing and dating below. All addendums are hereby made a part of the bid or RFP documents to the same extent as though it were originally included therein. Proposers/Bidders should indicate their receipt of same in the appropriate blank listed herein. Failure to do so may subject vendor to disqualification.

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED
1	 Marie-Laure Leglise	05-21-13

4. PRICE BID:

Service	Unit Price	Cost
Initial Service Established	Lump Sum	— Please see additional —
Implementation	Lump Sum	— page provided to include —
Training	Lump Sum	— full pricing description. —
Cost per usage per minute (standard fee)	Per minute	
Cost per minute (above standard fee)	Per Minute	
Cost per call/minute for any notifications above the base number	Per call/minute	
Setting up database (if any)	Lump Sum	
Database Maintenance - Quarterly	Lump Sum	
Acceptance Testing	Lump Sum	

Proposers are cautioned to use the forms provided and to provide the pricing information in the requested format. If additional space is required to explain pricing in full, please note such on the "Cost" section above. Pricing shall be presented in a clear manner.

5. As an interested party on this project, you are required to provide debarment/suspension certification indicating in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

6. Signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Questions regarding this form should be directed to the City of Fayetteville Purchasing Division.

NAME: Marie-Laure Leglise

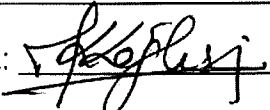
COMPANY: Everbridge, Inc.

PHYSICAL ADDRESS: 500 N. Brand Blvd., Suite 1000, Glendale, CA 91203

MAILING ADDRESS: Same as above

PHONE: (818) 230-9700 FAX: (818) 484-2299

E-MAIL: marie.leglise@everbridge.com

SIGNATURE: 

TITLE: Vice President of Finance

DATE: 05-21-13

<b>Service</b>	<b>Unit Price</b>	<b>Cost</b>
Initial Service Established	Lump Sum	\$21,577.85
Implementation	Lump Sum	\$1,726.23
Training	Lump Sum	\$2,500 – See attached pricing document for on-site training schedule
Cost per usage per minute (standard fee)	Per minute	No additional charge – initial service fee is for unlimited messaging
Cost per minute (above standard fee)	Per minute	No additional charge – initial service fee is for unlimited messaging
Cost per call/minute for any notifications above the base number	Per call/minute	No additional charge – initial service fee is for unlimited messaging
Setting up database (if any)	Lump Sum	No additional charge – included with implementation
Database Maintenance – Quarterly	Lump Sum	No additional charge – included with implementation
Acceptance Testing	Lump Sum	No additional charge – included with implementation

City of Fayetteville  
RFP 13-07, Emergency Notification Services  
SECTION D: Vendor References

The following information is required from all firms so all statements of qualification may be reviewed and properly evaluated:

COMPANY NAME: Everbridge, Inc.

NUMBER OF YEARS IN BUSINESS: 11+ HOW LONG IN PRESENT LOCATION: Glendale since 2005

TOTAL NUMBER OF CURRENT EMPLOYEES: About 200 worldwide FULL TIME 0 PART TIME

NUMBER OF EMPLOYEES PLANNED FOR THIS CONTRACT: N/A\* FULL TIME      PART TIME

PLEASE LIST FOUR (4) **GOVERNMENTAL** REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR WITHIN THE PAST FIVE (5) YEARS (All fields must be completed):

1. State of Connecticut  
COMPANY NAME

1111 Country Club Rd., Middletown, CT 06457-2389

CITY, STATE, ZIP

Stephen Verbil, Emergency Telecommunications Manager

CONTACT PERSON

(860) 685-8080

TELEPHONE

(860) 610-6294

FAX NUMBER

stephen.verbil@po.state.ct.us

E-MAIL ADDRESS

2. Monroe County, IN  
COMPANY NAME

119 West 7th Street, Bloomington, IN 47404

CITY, STATE, ZIP

Ivan Lee, Public Health Coordinator

CONTACT PERSON

(812) 349-2849

TELEPHONE

(812) 349-3353

FAX NUMBER

ilee@co.monroe.in.us

E-MAIL ADDRESS

3. Pierce County, Washington  
COMPANY NAME

2501 South 35th, Suite D, Tacoma, WA 98409

CITY, STATE, ZIP

Ken Parrish, Emergency Management Program Manager

CONTACT PERSON

(253) 798-6597

TELEPHONE

(253) 798-3307

FAX NUMBER

kparris@co.pierce.wa.us

E-MAIL ADDRESS

4. South Central Task Force\*\*  
COMPANY NAME

381 Independence Ave., Mechanicsburg, PA 17055

CITY, STATE, ZIP

Brian Radcliffe, IT and Project Consultant

CONTACT PERSON

(717) 329-2894

TELEPHONE

(860) 610-6294

FAX NUMBER

brian.radcliffe@rbrtechnology.biz

E-MAIL ADDRESS

\*Everbridge does not break out employees for specific contracts.

\*\*This is an eight-county combined system in Pennsylvania.

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## ***Scope of Services and General Information***

### **1. BACKGROUND**

- a. Located in the Northwest corner of Arkansas and surrounded by the breathtaking Ozark Mountains natural beauty frames Fayetteville. With a population over 73,000, and nearing half a million regionally, Fayetteville has all the resources and advantages of a large city, yet its unique quality of life and heritage set it apart.

### **2. INTENT**

- a. The City of Fayetteville, Arkansas is interested in contracting with a company to provide emergency notifications to the citizens of Fayetteville, AR. The system chosen shall provide mass notification in a rapid manner from a single source.

Everbridge is the leading provider of Mass Notification and Emergency Communication systems. As we describe later in our response to the *Company Organization* section of the RFP, some 30 million members are within reach of the Everbridge system, which ranks us as the single largest notification company in the marketplace. A stand-out leader in the State and Local Government vertical, we have customers ranging from the smallest of towns all the way to entire states such as the State of Connecticut.

Our experience is broad. And it's personal. It was our system used by local officials in Hurricanes Katrina, Irene, and Sandy, and in recent tragedies such as the Sandy Hook Elementary School shooting and the Boston Marathon bombings and subsequent manhunt.

Our system has proven its ability to provide mass notification in a rapid manner from a single source time and time again. One of the best examples is the one below, which we note later in our response:

**In the Town of Middlefield, CT, an Everbridge customer, more than 20% of their households do not have landlines. So when Hurricane Sandy arrived, the ability to communicate across multiple contact paths became even more critical.**

**In a span of *only four days*, Middlefield officials used the Everbridge system to successfully deliver across multiple contact paths *more than 10 million messages* to targeted recipients.**

We are glad the City of Fayetteville is interested in providing emergency notifications to your citizens. Emergency notifications have the potential to save lives; therefore, your choice of provider is not one to be taken lightly. We hope our response to your RFP provides the information you need to seriously assess our solution offering. In addition, we urge you to ask questions if you need more information or just need clarification. Everbridge does not want to simply sell the City a product and then disappear. When we say we want to become your partner, that's exactly what we mean.

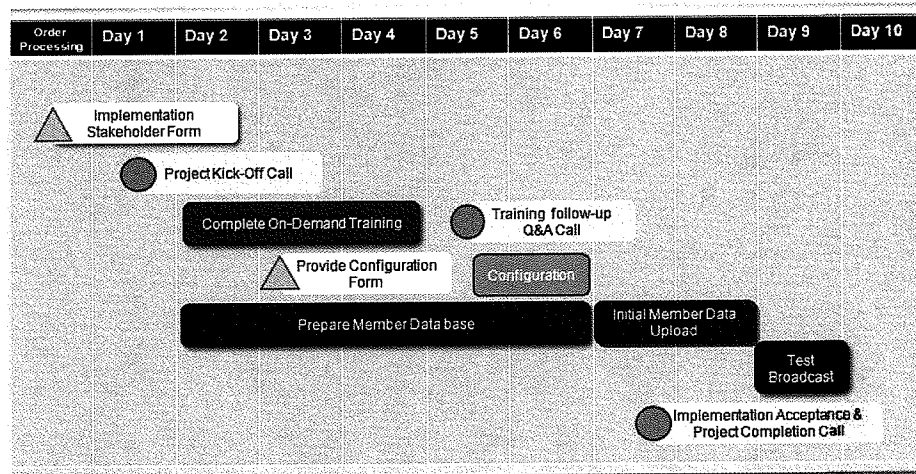
### 3. APPROACH

- a. Proposer shall provide a description of the method(s) which will be used to successfully accomplish the City’s project. Proposers shall include a “time line” chart depicting project milestones (in calendar days) after the Notice to Proceed to indicate when all required services will be provided.

Because Everbridge products are offered on-demand as a service over the Internet and telephone, no hardware or software installation is required, and the implementation life cycle for our products is designed to quickly enable your organization to benefit from the use of Everbridge.

Everbridge system implementations are a critical strength of our company and our implementation Milestones are straightforward and simple. The Everbridge Client Services Implementation team is typically able to get clients fully deployed within 10 days; however this is dependent on the complexity of the implementation project, and we work with your project team to scope a project to fit your organizations business needs.

An Everbridge Implementation Specialist will be assigned to work with your project team as the single point of contact, and will be available to ensure the success of your project. Below is a sample implementation project overview.



### 4. GENERAL

- a. The company selected shall have the calling equipment and lines installed at multiple locations. These are not to be in Washington County, Arkansas.

Everbridge architecture is designed to provide a true zero point of failure system. We employ two, SOC 2, top tier datacenters for all of our test and production systems in an Active-Active configuration. Data is continuously replicated (every 15 milliseconds) between our facilities, and each site can provide the full range of Everbridge services. If service is disrupted at either site, all traffic is dynamically rerouted to the other site so that Everbridge's systems and services remain constantly available.

Each site is designed with full redundancy from top to bottom. Dual network uplinks feed dual routers, fully meshed with dual load balancers, which secure the front-end network with tight controls. Each tier of servers is clustered using MongoDB, which allows for real-time load balancing and failover between nodes, and affords easy scalability to meet increasing demand.

**b. Access to the service shall be secure and limited to the staff authorized by the City.**

All transfer of personal information on <https://manager.everbridge.net> is secured by encrypted user names and passwords, and the industry standard Secure Sockets Layer (SSL) protocol. SSL prohibits other Web users from gaining access to a client's confidential information, and helps protect against the loss, misuse, and alteration of your information. Everbridge's 256-Bit SSL/TLS certificate was obtained from GeoTrust.

Everbridge utilizes intrusion detection systems to constantly monitor our production environment. Additionally, we undergo vulnerability assessments, penetration testing, and external audits to assess our system security. Vulnerability assessments are conducted monthly, penetration testing quarterly, and external audits yearly. We adhere to NIST SP800-53 REV3 security framework, and conduct annual certification and compliance testing against the SSAE16 SOC 2 - Type II and FISMA standards.

**c. Access for message creation shall be provided by Internet, voice, and telephone touch tone dialing from anywhere.**

The primary access point for the Everbridge platform is the Web based interface that is accessible on any computer Web browser. Additionally we have a native mobile application for Android and iOS devices. For other mobile devices there is a mobile formatted Webpage for easy access on any type of device including Blackberry, Windows Phone, and Symbian operating systems. If you are unable to access the Web interface for any reason our phone support is available 24/7/365 to initiate a broadcast on your behalf.

**d. Messages shall be able to be delivered in these methods:**

- i. Land lines
- ii. Cell phones & smart phones (Voice and Text)
- iii. Alpha and digital pagers
- iv. PDAs
- v. E-Mail
- vi. TTY/TDD
- vii. Social Media

Everbridge supports a total of 27 delivery methods per member (6 phones, 5 phones with extension, 2 SMS devices, 3 email addresses, 3 TTY/TDD device, 1 Everbridge recipient app (Android or iOS), 1 TAP Pager, 1 Numeric Pager, 3 Fax numbers, 1 plain text email 1-way and 1 plain text email 2-way). The paths are customizable; allowing your administrators to set up as many or as few of each type as needed. Additionally we support a HTTPS publishing option that can use APIs to integrate with a host of other systems and Web portals. In addition, Everbridge can send posts to Facebook and tweets on Twitter.



- e. **The system shall provide for the creation of lists of individuals with common characteristics by the users.**

Everbridge complies. Everbridge offers layout and data element customization in a number of areas. The Member Portal is a fully self-serve registration and opt-in interface largely under the direct design control of the Client. Users may create custom Additional Information fields, enabling clients to store important contact data for which the system may not have default fields. Once the user-defined attributes are populated within member profiles, clients have the immediate ability to build an unlimited number of rules-based Dynamic Groups, and leverage these when searching, filtering, or targeting notifications.

- f. **The system shall be compatible with ESRI GIS system for creation of geographic areas to be notified. Selection is to be map driven.**

Everbridge is compatible with ESRI ArcGIS shape files. A library of shapes can be loaded into the system and used to select contacts within a geographic area. Once a geographic area is selected the contacts can be filtered and excluded if desired. This allows you to utilize geographic notification while utilizing any additional information and dynamic groups that have been added into the system.

- g. **Self registration for citizens with pagers, cell phones, fax, and pda's shall be provided.**

Everbridge complies. One huge advantage of the Everbridge self-registration portal is the level of granularity available in the setup and control. Fayetteville can determine which device paths they wish to make available for registration. This includes all 27 devices outlined in the answer to question (d) above.

- h. **Message delivery shall support multiple languages with the selection to be made by the subscriber.**

Everbridge supports text to speech and prompts in Danish, English (UK + US), French, German, Italian, Japanese, Norwegian, Portuguese, Russian, Spanish (Europe + Latin America), and Swedish. The system will render the message in the appropriate language and provide text and voice prompts in the selected language.

- i. **Provide for a response from the recipient using touch tone phones.**

Everbridge accepts up to nine responses for a message. This can be a simple confirmation of receipt or a choice of a multiple choice question. These responses are automatically logged and can be the basis for a follow up message. For example, a message can be sent and a follow up message can be sent to everyone with a confirmation status of no response, or of a specific polling response.

## 5. SCOPE OF WORK & SYSTEM REQUIREMENTS

- a. The City of Fayetteville, AR is seeking a vendor to provide a fully operational high-speed mass notification service system via a Web-based, fully hosted system without the acquisition of additional hardware, software or infrastructure. This Web-based system shall have no requirements requiring additional phone lines to be leased.

The Everbridge system is a mass emergency notification technology enabling our clients to communicate very quickly, with any number of desired recipients, targeting a variety of devices for contacting those individuals (pagers, telephones, text messaging, email, etc.). The platform is hosted with full geographic redundancy, for all clients, in a shared Active-Active Software-as-a-Service (ACT-SaaS) solution. This means that all hardware, software, and capacity related to the notification system are hosted and centrally managed entirely by Everbridge and authorized Everbridge personnel only.

There are no hardware, software, or capacity requirements for our clients to implement internally within their organizations. The only requirement for Web-based access to the system is to leverage an Internet browser which supports HTTP SSL/TLS 256-Bit encryption. Everbridge also provide other means of access to the system, such as via telephone and Web-enabled mobile phones.

- i. **This will include training in the use of the system and technical assistance in the conversion/creation of any system-required database. System shall serve to enhance communication and information to the public in emergency situations, such as tornado and severe weather, fire, bomb threat, and other critical City needs.**

Our Standard Implementation services include high-level training on features in the platform and access to Everbridge University which is our on-demand training system. In addition, we conduct periodic Webinars to provide information about best practices. Additional training is available through our Professional Services group, potentially for additional fees. The upload of client data is included as part of our implementation services, but clients have full control over formatting the data for upload to the system at any time. Should a client require additional data services, this can also be offered through our Professional Services team. Clients are able to easily use the Everbridge system to enhance communication and information to the public in emergency situations, such as during tornadoes and other severe weather events, fires, bomb threats, as well as for other critical City needs.

- ii. **The system shall be real-time and multilingual with the ability to notify citizens of emergency situations in multiple different languages through email, telephone, and other communication devices. The work to be done under this contract includes, but is not limited to; providing of all labor, materials, supervision, equipment, services, incidentals, and related items necessary to complete the work in accordance with this specification and scope of work.**

Yes, using Everbridge's text or voice capabilities, clients are able to create and deploy message content in any desired language. Further, our system provides real-time status information on all notification campaigns, for any message launched, regardless of language. In regards to the management of the platform, Everbridge maintains all aspects of our notification system internally.

There are no additional costs associated. Our Standard Implementation services assist our clients in utilizing the system very quickly, but some level of client participation is required (providing data, settings, etc) to complete the implementation. Should clients require additional services, we have Premium Implementation services and offer custom Professional Services as well.

- b. **System shall provide rapid origination and delivery of messages (real time) via a Web interface and a toll-free operator 24 hours a day, 365 days a year for the term of the contract. System shall have redundant facilities in distinct geographical locations. Proposers shall provide an outline list of locations.**

Everbridge maintains dual corporate headquarters—one office in Boston, MA and an office in Glendale, CA. They are logically separated by geography, making it highly unlikely that an event will cause both centers to be closed simultaneously. Dual corporate headquarters make good business sense, especially for those of us serious about providing mass notification services. For example, during the Boston Marathon bombings and subsequent manhunt, staffing was increased in our Glendale office to handle additional calls into Everbridge support while the East Coast office was closed as a result of police orders. This enabled us to continue providing the 24x7x365 live voice support promised to our customers.

Redundancy is also built into our infrastructure. In fact, Everbridge's infrastructure is a distinguishing characteristic that sets us apart from all other notification vendors. It allows us to provide a guaranteed **minimum** 99.99% broadcast availability—the industry's highest guaranteed service level.

Our architecture is designed to provide a true zero point of failure system. We employ two, SAS70 Type II, Tier 4 datacenters in an Active-Active configuration for all of our test and production systems. Data is continuously replicated—maintaining our multiple datacenters are in sync with one another. Consequently, if one datacenter experiences a disruption, all traffic is immediately dynamically rerouted to another site—offering a seamless transition that is completely invisible to our customers. Each of our datacenters can provide the full range of services for all of our customers, and service remains available 24x7x365.

- c. **No pauses before any message.**

The Everbridge system immediately begins to broadcast when the *send* button is pressed. The first message is often delivered within seconds of the message initiation.

- d. **System shall have the ability to detect local telephone company infrastructure limitations and adjust the volume of calls as needed to increase efficiency. Proposers shall explain how the system will not jeopardize phone system (overload or telephone circuits) during an emergency when the need for the system to perform is high.**

Everbridge has detailed call throttling options that will help ensure local infrastructure is not overwhelmed in the case of widespread broadcast. One of our system's strengths is the rotational methodology that enables the system to attempt to reach many different types of devices in a short period of time. Call throttling and last mile issues are of concern to all customers.

We, however, have been successful formulating plans during events such as Hurricane Sandy where 10 million messages were sent over the period of a few days. With capacity at this level, Everbridge has also developed a verifiable and configurable call throttling mechanism.

Avoiding “Black Box” or “Magic” technology, Everbridge works with customers to determine maximum call throughput by region, local area, and when needed, by specific building. This throttling tool is not one you need to *have faith in*, but one that we can discuss, show, demonstrate, and confirm results from. In a market of wild, yet plausible-sounding technology processes, as well demonstrated by the so-called automatic throttling mechanisms employed by other vendors, the Everbridge team urges caution and suggests diving deep into the proof of these and other claims of technology easily discussed yet ultimately *hidden* from a user.

- e. **Systems shall have safeguards against loss (downtime) during catastrophic events, electrical failures or Internet outages, etc.**

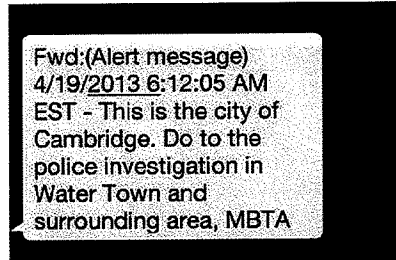
Everbridge has gone to great lengths to ensure that the datacenters used are hardened against nature and outside attacks. Each datacenter has redundant data and telephony connections, UPS systems, backup generators, and a comprehensive security policy. These redundant systems ensure that a datacenter can function in the face of single or double failure. Even if a datacenter does go down, the redundant active-active configuration allows Everbridge to send messages despite that loss. Everbridge’s investment in infrastructure is a differentiator that ensures reliable service for all of our clients.

- f. **Unlimited usages for emergency and non-emergency notifications.**

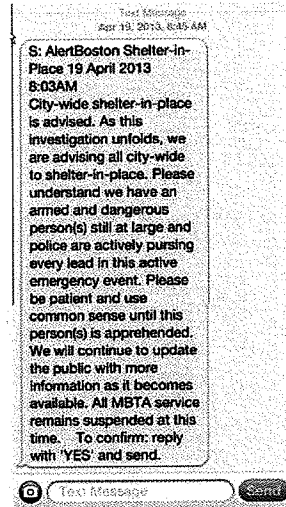
The attached quote contains a plan for unlimited usage.

- g. **The proposed notification system shall have the capacity to provide a high volume of calls over a short period of time. Explain the proposed notification system operation. Reliable and redundant service capability through partnerships with multiple large telecommunications companies is required.**

Everbridge is network agnostic. Utilizing plain old telephone services (POTS), we can ensure that our messages are given appropriate priority as the calls are placed. Messages will not be delayed or marked as spam. Please be careful about providers cutting significant corners that will result in messages being truncated, delayed, or not delivered. The same concept applies to SMS messaging. Everbridge uses SMPP over SMTP message delivery. This is native SMS and not an email gateway that can be used as a significant shortcut. The graphic on the following page shows the result when a message is sent using SMTP.



**City of Cambridge (NOT an Everbridge Message)**  
 Message is truncated due to use of SMTP. An incomplete message leads to confusion and frustration.



**City of Boston (Everbridge Message)**  
 Full message delivered through SMPP. Message is complete and clear.

- h. System shall be in compliance with American with Disabilities Act requirements.

Everbridge is fully compliant with ADA requirements and supports TTY.

- i. Capability for using a wide variety of technologies to originate messages-such as telephone (cellular and landline), text, social network notifications and administrator Internet interface for transmitting a message.

Messages can be originated using the full desktop Web interface, a mobile application, an optimized mobile Web site, and a 24/7/365 toll free phone number to initiate a broadcast. Social network thresholds and national weather service alerts can also initiate a broadcast. Additionally, through our broadcast API we can configure notifications to be initiated by any other type of call, message, or alert desired.

- j. Capacity for messages to be stored for use at later date.

Everbridge allows for the development of a message library that can be accessed at a later date to send a message. This message library can include preset voice and text messages, contacts, GIS shapes, and settings. A stored notification can be sent with a few easy clicks or edited prior to sending. Additionally broadcasts can be scheduled at a specific date and time or recurring interval.

- k. Ability for cancellation of a notification prior to its completion via the Web interface or dispatch operator.

A simple click of a button will allow the message sender to cancel a notification at any time during its cycle, including prior to its completion.

- l. Capability for recipients receiving calls to request that a message be repeated.

Using the touchtone keypad, recipients can replay voice notifications. The system will repeat a message as many times as the recipient requests.

- m. **The system shall have the ability to recognize live answer versus an automated answering device and wait until the greeting is completed to leave a message. Also, the message recipient shall be able to answer the phone and immediately hear the recorded message without a key press being required to initiate the message notification.**

The Everbridge system has the ability to recognize a live answer versus an automated messaging device. However, we have found through our best practices that no matter how good the algorithm to make this auto detection, there will be errors due to differences in voice mail technologies. As a result the call recipient will need to press the "1" key after answering the phone. While this is a minor inconvenience the result is that virtually no errors occur during this process. Everbridge does not consider voicemails confirmations and will continue to attempt to contact the recipient via other device paths.

- n. **Capability for individuals to call into the system to retrieve any current messages from the City.**

This is a feature that is considered as a future addition to the Everbridge Mass Notification suite. This feature has been requested at lower and lower rates due to the addition of adoption of SMS messaging, mobile email, and our exclusive mobile member application that allows for all message to be stored, read, and retrieved at a later date if desired.

- o. **Methods for dealing with duplicate phone numbers, wrong numbers, pauses causing hang ups, digital and analog phones, answering machines and assistive technologies.**

Everbridge has processes in place that deal with each of these. Regarding duplications, Everbridge will only contact a number the first time that it is in a specific device path. For example, if two people register the same home phone number, that number will only be contacted one time. Wrong Numbers and Hang-Ups will be recorded as such in the Everbridge system. Our system will also record when a voice message is left instead of live person answering. Digital and Analog phones are treated the same since all calls are place through POTS. TTY is fully supported by Everbridge.

- p. **Explain systems backup in place to secure client information.**

Everbridge has active-active datacenters that are replicated every 15 milliseconds ensuring all data uploaded is stored in at least two places. Additionally we make daily backups that are encrypted and stored off site in a secure location. We contract with Iron Mountain, a leader in BC/DR that ensures in the absolute worst case (total multi site failure or destruction) we can recreate our system and data within four hours.

- q. **Capability for a City administrator to have complete management of the system.**

Fayetteville will have complete management and control of the system. The data stored in the system belongs to you, not Everbridge. Not all vendors return opt-in and E911 data to customers. Make sure that you know what you are getting when you purchase E911 data, we will show you our sources and the contents to the lists loaded. All user management and control will be in the hands of your administrators. We are here to help 24/7, but it is your system to use and manage.

- r. **System shall be able to provide knowledge to citizens, so the difference between a general notification call and an emergency notification call.**

Everbridge has different headers and footers and voice greetings for Emergency and general notifications. Appropriate use of these will help you manage your notification program and get the best response rates from your citizens. Part of the Everbridge process is to assist with the management of your program so that you get the most out of your system.

- s. **System shall be based on the National Weather Service's polygon methodology and not rely on FIPS codes, City warnings or regional warnings as the City desires to geographically target calls to reach only those in the projected path of the storm. This is anticipated to reduce false notifications.**

Everbridge uses NWS polygons as provided through AccuWeather. Everbridge allows for two types of weather alerting. Automatic weather alerts will notify recipients based on predefined thresholds and settings. Manual weather alerting will allow Fayetteville to view the weather notifications and polygons in the GIS system and determine what message to push through to the recipients in the affected area. These methods ensure the level of control and options necessary to run a successful weather notification program.

- t. **Notifications shall be able to be launched within seconds after an announcement has been issued by the National Weather Service.**
- i. **No City action shall be necessary or required to initiate the notification.**
  - ii. **Proposers shall include in response the number of seconds an announcement will be pushed out after an announcement from the National Weather Service as the City desires a system with instant notification.**

As explained as part of question s there is no action necessary by Fayetteville to initiate a weather alert broadcast (however for some types of broadcasts this is possible if desired). As the National Weather Service initiates the announcement they appear in the Everbridge system and are forwarded in a matter of seconds. During critical events, there is no time for delays. The message will be sent out within seconds, provided critical moments to seek shelter in severe weather.

- u. **System shall have the capability for citizens to sign up to receive notifications for a combination of weather warnings. Residents shall have the ability to indicate what types of weather notifications they would like to receive (e.g. tornado warning, flash flood warning, severe thunderstorm warning, etc.)**

When citizens are signing up into the member portal one of the options for Fayetteville to configure is weather alerting. Citizens can subscribe to the types of weather alerts that desire. However, in the settings certain types of weather alerts can be made mandatory as part of the registration process. For example, This could mean that citizens will need to subscribe to tornado watches and warnings, but may opt out of cold weather warnings. Users can also specify a quiet period for non-life threatening alerts.

- v. **The City prefers to have a system which has an app which will function for sign ups, setting preferences, etc. App should be smart phone friendly for multiple smart phones and carriers.**

Everbridge has a mobile application for Android and iOS that can be used for two way messaging systems. For the purpose of registration, Everbridge uses a Web portal that is compatible with all devices including smartphones. This ensures the highest number of possible opt-ins.

- w. The Vendor shall provide a database comprised of residential and business data for our community at NO additional charge. The system shall also have the capability to import data from other databases (e.g. 911 database, utility data, etc.)

Everbridge will populate the system with publically available data for no extra charge. All data belongs to Fayetteville and NOT Everbridge. If you leave us at the end of your contract, your data will be provided to you in a CSV file. We will not hold your data hostage. We can also easily import data from other sources like the ones mentioned.

## 6. EXPERIENCE

- a. Personnel:

- i. Staff: The Proposer shall provide a description of staff and work force that will be assigned to effectively facilitate the requirements of this project. Description provided shall include, at a minimum, the number of permanent employees, part time employees, and an organizational chart reflecting their responsibilities.

From initial contact with our account executive to being fully implemented and beyond, Everbridge customers have access to a strong team of leaders with boots-on-the-ground experience and years of expertise to assist you at every stage of the process. Below is a short description of the different individuals involved.

### **Account Executive**

Your account executive is the individual who has developed a relationship with your organization. The account executive has acquired a strong product competency and industry knowledge related to market needs and domain knowledge specific to your industry. Furthermore, they have a minimum of five years' experience understanding prospect customers' needs and advising on the best solution suite to meet customers' highest requirements. Your account executive will serve as your consultant and point-of-contact throughout the initial sales cycle and will introduce you to your account manager and implementation specialist.

### **Senior Account Manager**

Senior account managers have a minimum of seven years of customer-focused experience. Your senior account manager will take ownership of existing accounts, develop meaningful relationships at multiple levels within customer accounts, and maintain a keen understanding of the your business and service requirements in order to ensure our responsiveness to your needs. Your senior account manager will also proactively review your system usage and service case activity to identify and mitigate potential service escalations. In addition, he/she will share best practices and help maximize the value of your purchased products and services.



### **Implementation Specialist**

Your implementation specialist will provide professional implementation, project management, and support resulting in a successful and well-coordinated implementation. During the implementation process, your implementation specialist will perform your set-up and system configuration, assist with data upload and management, and efficiently train your users to use the application. This specialist will also act as the City's escalation point and technical advocate within Everbridge, providing quick and satisfactory resolution to all issues so that we always ensure your satisfaction

### **Training and Education Manager**

While Everbridge supports comprehensive online learning modules to develop core system concepts and refresh skills at any time, customers also have the option to leverage on-site training with a training and education manager for a customized instructor-led training. Our training and education managers are full of high energy, knowledge, and best-practices expertise to ensure your system administrators and users reach full competency and confidence using the Everbridge system. Training and education managers have more than eight years' experience in leading interactive and high-value trainings. Training can be coupled with Everbridge Professional Services to ensure accelerated system deployment and adoption.

- ii. **Resumes:** The Proposer shall provide maximum one-page resumes of key personnel intended to be utilized for this project. One-page resumes do not count towards page restrictions outlined in this RFP. Resumes shall include, at a minimum:
- Position Title
  - Tenure with Proposer
  - Manufacturer's certification with equipment service & repair (by model)
  - Experience
  - Other related information

Resumes are not typically provided at this stage of the RFP process. Please see the staff descriptions provided in our previous response. Additional information will be provided upon downselect.

#### **b. Company:**

- i. **Experience:** Proposer shall provide a detailed description of similar city and/or county projects or contracts that currently use the proposed system, completed and/or presently provided during the past five (5) years. Provide complete contact information, name, address, phone and emails for all references.

**Work provided for State of Connecticut:** Full Implementation of SmartGIS for 3,600,000 Citizens (map and Smart Registration) and implementation of Everbridge Aware (team based tools) for 59,000 state employees. On-site training sessions for system as well as message methodology workshops.

**Work provided for Pierce County:** Full Implementation of SmartGIS for 800,000 Citizens (map and Smart Registration) and implementation of Everbridge Aware (team based tools) for 15,000 county employees. On-site training sessions for system as well as message methodology workshops.

Work provided for The South Central Task Force: Full Implementation of SmartGIS for 1,725,000 Citizens (map and Smart Registration) and implementation of Everbridge Aware (team based tools) for 10,000 employees. On-site training sessions for system as well as message methodology workshops.

Work provided for Monroe County, IN: Full implementation of Mass Notification for 85,000 Citizens. Training sessions for system as well as message methodology workshops.

ii. **Company Principals: Provide a brief biographic overview of the Company's key principals.**

**Jaime Ellertson, CEO & Chairman of the Board**

Jaime Ellertson is Everbridge's CEO and chairman of the board. Before its acquisition by Everbridge, Mr. Ellertson was the CEO and chairman of CloudFloor Corporation, a company he helped form in late 2010 that focuses on the emerging Enterprise Cloud Computing market.

Mr. Ellertson also served as CEO, president, and director of S1 Corporation (NASDAQ: SONE), a software provider to the financial services marketplace from 2000 to 2005. From 1997 to 2000, he orchestrated the highly successful turnaround of Interleaf, Inc. (NASDAQ: LEAF), a provider of software tools for e-content management, culminating in its acquisition by BroadVision Inc. in April 2000. Mr. Ellertson served as EVP and GM of Worldwide Strategic Operations of BroadVision Inc. during the merger integration period in 2000.

Prior to Interleaf, Mr. Ellertson founded several high-growth software companies, including Document Automation Corporation (1982-1987), Openware Technologies (1990-1995), and Purview Technologies Inc. (1996-1997).

Mr. Ellertson currently serves on the board of directors of Qvidian, a SaaS provider of applications that improve sales force effectiveness (from 2010 to present) and the Yankee Group, a leading business services group (from 2011 to present).

**Cinta Putra, Chief Financial Officer and SVP Business Operations**

Cinta Putra is Everbridge's chief financial officer, senior vice president of business operations, and one of the company's co-founders. In these roles, Ms. Putra is responsible for overseeing the company's global financial strategy as well as driving operational efficiencies.

Prior to her current role, Ms. Putra lead Everbridge in the capacity of CEO for nearly nine years from its founding to its acquisition of CloudFloor in 2011. Ms. Putra brings 20 years of experience in management, finance, and operations to Everbridge. Prior to Everbridge, she co-founded and served as president of Game Units, a successful niche provider of customizable, demographically targeted video game units to customers that included Fortune 500 companies. Her previous experience includes co-founding Abacus Energy Services, an electric service provider company, and working in various senior-level leadership positions for PMC Global, a billion-dollar manufacturing conglomerate where Ms. Putra was responsible for worldwide financial operations as well as spearheading several key projects including certain acquisitions and corporate restructuring.

Prior to PMC Global, she held management positions for Liner Health Products, one of America's largest manufacturers of vitamins, minerals, and herbal nutritional supplements.

Ms. Putra holds a bachelor's degree in accounting/finance and an MBA in Management from California State University. She is an expert resource and frequent contributor to a number of emergency communication publications and was named the number-one expert to discuss the 2003 Northeast Blackout and the number-two expert to discuss the 2004 Asian tsunami.

### **Gary Phillips, Senior Vice President of Global Sales**

Gary Phillips is Everbridge's senior vice president of sales. In this role, Mr. Phillips is responsible for driving Everbridge's sales and services strategies, increasing sales operational efficiencies, and accelerating market growth.

Most recently, Mr. Phillips was vice president of North American APM Sales at Compuware. He held a similar position as vice president of North America Sales for Gomez prior to its acquisition by Compuware. Prior to Gomez, Mr. Phillips was CEO at Marathon Technologies, a provider of high availability software in the business continuity market. Mr. Phillips also held the position of senior vice president, Worldwide Sales and Services at Avaki, a leading enterprise integration software company, which was acquired by Sybase. Previously, Mr. Phillips led sales at Bowstreet, a Web services company and Interleaf, a content management company that was acquired by BroadVision, where he was general manager for the Americas.

Earlier in Mr. Phillips' career, he held various management positions at BBN, Wang Labs, and started his career in sales at NCR. Mr. Phillips holds a BS in Business Administration and Marketing from Plymouth State College.

### **Imad Mouline, Chief Strategy Officer**

Imad Mouline is Everbridge's chief strategy officer. In this role, Mr. Mouline is responsible for providing leadership and oversight of Everbridge's research and development organization, market strategy, and overall product innovation.

Mouline was a co-founder of CloudFloor, which was acquired by Everbridge. Prior to co-founding CloudFloor, Mr. Mouline served as CTO of Compuware's (NASDAQ:CPWR) \$250 million APM Solutions division, formed after the company acquired Gomez and consolidated its high-growth application performance management solutions. At Gomez, Mr. Mouline served as CTO and led the expansion of their product portfolio and market presence. Prior to Compuware, Mr. Moline served as CTO of S1 Corporation (NASDAQ:SONE) from 2001 to 2005. From 2000 to 2001, he served as director of engineering in the office of the CTO at BroadVision.

Mr. Mouline is a regular presenter at various industry conferences, as well as a frequent contributor to leading online and print publications including *The New York Times*, *USA Today*, *BusinessWeek*, *NetworkWorld*, *Forbes*, and others.

- iii. **Capabilities:** Proposer shall provide a description of limitations relative to facilities, staff personnel, on-going projects/contracts, etc. Specifically, provide in RFP response what priority will be placed on this project.

Everbridge is the largest independent notification provider in the space. We currently have approximately 200 full-time employees worldwide and our current budget and staffing plans call for substantial additional hires throughout the year to bring our team count to well over 200 by the end of 2013. Everbridge is accustomed to this growth rate and new client acquisition in the range of 30% to 40% growth per year has been the norm since our inception in 2002.

We understand how to grow and scale the organization, and we have more than 11 years of demonstrated success. Our Sales, Client Care and Implementation Teams meet weekly to evaluate the sales pipeline, new customer on-boarding, and existing implementation projects. We constantly adjust our hiring needs and timing to align with our customer on-boarding pipeline.

We will not have any limitations in facilities, staff personnel or on-going projects/contracts with the award and on-boarding of your account. Your new implementation account will be assigned top priority within our organization. Upon award, you will immediately be assigned to an implementation specialist who is prepared and ready to immediately implement your account.

## 7. COMPANY ORGANIZATION

- a. **Primary Business:** Proposers shall describe company's primary business interest and/or operations including organization and affiliations. Include the magnitude of your operation as it relates to this project.
- and
- b. **Company History:** Provide pertinent company historical information that will demonstrate your capability to successfully accomplish this project.

Honing our experience since 2002, Everbridge is the leading provider of Mass Notification and Emergency Communication systems. These *are* our primary business interests and the whole reason for our operations. We have about 200 employees across our four offices in Los Angeles and Boston (US), London (UK), and Beijing (China). We have more than 1,500 customers and continue to add more than 250 new customers per year. Today, some 30 million members are within the reach of the Everbridge system, which ranks us as the single largest pure-play notification company in the marketplace.

Our customers reach across all verticals and some examples include:

- The State of Connecticut
- The Cities of Boston, Atlanta, New Orleans, and Beverley Hills (just to name a few)
- U.S. Marine Corps
- U.S. Environmental Protection Agency
- Internal Revenue Service
- General Services Administration (GSA)
- JP Morgan Chase

- Disney
- Virginia Tech
- University of Michigan

To speak further to our strength, Everbridge was ranked as the leader in the Emergency Notification market by Gartner Research. To bring the example of our strength a little closer to home—it was our system used by local officials in Hurricanes Katrina, Irene, and Sandy, and in recent tragedies such as the Sandy Hook Elementary School shooting and the Boston Marathon bombings and subsequent manhunt.

Communication failures have historically plagued organizations in their ability to respond to and minimize the human, operational, and financial impact of critical events and emergency incidents. To address and eliminate those failures, Everbridge began with a shared vision: empowering a single person to communicate with any number of people as easily as communicating with one person—to ensure continuity of operations, protect assets, minimize loss, and save lives.

Everbridge brings technology and expertise together at every level for a complete solution. Our solutions have the flexibility to match your unique needs, from safety and survival during a crisis to cutting costs and achieving efficiencies in your everyday operations. Our understanding of mass notification and interactive communication challenges is leveraged in everything we do, from how we build our technology from the ground up to the expertise of the people we hire and best practices we share with the community.

Over the years, Everbridge has been recognized numerous times as being a leader in the marketplace. Our credentials include being rated in the top tier of crisis communication and mass notification system providers by every respected analyst firm, including Gartner, Forrester Research, Yankee Group, and Frost & Sullivan. Gartner positioned Everbridge in the top spot in the *Leaders* section of their Emergency/Mass Communication Magic Quadrant report. Most recently, Everbridge won the Platinum Award for Best Mass Notification System given by Government Security News (GSN) in their GSN 2013 Border Security Awards. The Platinum Award represents the first place position in the Border Security Awards.

As any organization would be, we are proud of credentials such as those mentioned above. But there are other ways to demonstrate our capability to successfully accomplish this project. For example:

**In the Town of Middlefield, CT, an Everbridge customer, more than 20% of their households do not have landlines. So when Hurricane Sandy arrived, the ability to communicate across multiple contact paths became even more critical.**

**In a span of *only four days*, Middlefield officials used the Everbridge system to successfully deliver across multiple contact paths *more than 10 million messages* to targeted recipients.**

*Those are the credentials that really count.*

- c. **Overview:** It is the City's intent to evaluate the proposals based on technical merit and price and to choose the Proposer whose proposal provides the highest value to the City. The City reserves the right to waive any irregularities, reject any and/or all proposals, in whole or in part, when, in the City's opinion, such rejection is in the best interests of the City.

Everbridge acknowledges the City's stated overview.

- d. **Evaluation Method:** Each proposal will be reviewed by a team of qualified individuals. Their proposal review and evaluation will be subjective; however, the weighting values are established to minimize subjectivity. The following delineates the value attributed to each section.

Everbridge acknowledges the City's stated evaluation method.

## 8. IMPLEMENTATION

- a. **The implementation plan should include a publicity campaign to make the public aware of the new warning capabilities.**

Everbridge is committed to using best practices in our clients' use of Everbridge, from implementation to system utilization. Everbridge provides the following Marketing Resources

**Letter template**—Everbridge provides a template letter that the City may customize and send to residents and businesses providing an overview of how mass notification works and why the City has chosen to implement the Everbridge system. This information may also be posted on the City Web site. Created in Microsoft Word.

**Opt-in/opt-out instructions**—The City may edit these instructions or use them as-is to mail to residents and businesses directly, include as inserts in other mailings, or post as flyers in key, high-traffic areas, such as City Hall, post offices, libraries, and other public areas. Created in Microsoft Word.

**Web site buttons/links**—Everbridge will provide "Add my information" and "Remove my information" buttons for inclusion on the City Web site to encourage residents to click through to the Everbridge SmartRegistration opt-In/opt-Out feature.

**Press release/media announcement**—Everbridge includes as part of the Everbridge Citizen Outreach process a template press release that can be issued by the City or jointly with Everbridge announcing the City's purchase and implementation on the Everbridge Citizen Alert mass notification system. The City can distribute this release across the newswires, issue it on the City Web site, and/or distribute the release to journalists and other media contacts for inclusion in local, regional, or national publications. Everbridge reserves the right to review final press releases prior to distribution and publication and can make a spokesperson available for media interviews. Press release created in Microsoft Word.

**Public Relations Company**—Additionally, if needed, Everbridge will make our PR company accessible to the City to assist as desired in writing articles, releases, and other items to support the effort.

The SmartRegistration opt-in portal, in concert with the Citizen Outreach process, will be very effective for allowing citizens to register for Everbridge SmartGIS for Citizen Alerts. Citizens and businesses may sign up for alerts, add or correct contact data, and specify the best way to reach them in an emergency or for routine communications. This is also a very useful feature for obtaining special needs population data; citizens can indicate their individual needs (handicap characteristics, oxygen dependent, non-ambulatory, chemical storage on-site, etc.). In addition, it takes some of the data management responsibilities off of the City.

- b. **The system shall be capable of creating reports that provide information about text of the message delivered and the number of messages attempted, delivered, or failed.**

Everbridge Mass Notification offers the most powerful sets of reporting tools in the Emergency Notification market. These include reports for use during emergency activations as well as afterwards. The system provides four types of notification reports, giving you the information you need, when you need it. All reports are capable of export.

### **Notification Dashboard Reporting (Real-time Reporting)**

The first type of report is the Notification Dashboard reporting. This dashboard is a reporting system that tracks notifications in real time, allowing you to observe the results of the broadcast as they occur. Receiving real-time broadcast results allows you to make faster, more informed decisions.

The dashboard reporting screen automatically refreshes every 60 seconds, or it can be manually refreshed while the broadcast is active to provide up-to-the-second information. You can easily access detail-level reporting to see who has received and confirmed messages and who has not.

### **Broadcast Reports**

The second type of report is the Detailed Broadcast Report, which provides detailed breakdowns of each notification sent. Detailed Broadcast Reports are available online through the Web-based administration console. They can also be automatically e-mailed or faxed at the conclusion of a broadcast.

### **Detailed Notification Analysis Reports**

The third type of report is a detailed Notification Analysis report which allows clients to investigate the delivery details, over time and among all users targeted, for any notification campaign launched from the platform. Details about the notification are included such as the settings that were configured for the deployment, confirmation status information (with pie chart representation), and the overall number of delivery attempts made over time (with line chart representation).

### **Customizable Ad Hoc Reports**

Everbridge also offers drag-and-drop ad-hoc reporting, which enables customers to create customized reports using any of the contact information fields, including custom fields, to fit specific needs. A graphical view of the reports may also be displayed for quick data analysis. With the ability to build customizable ad hoc reports, your reporting options are virtually unlimited.

c. On-site training shall include:

- i. Two (2) general users from the City
- ii. Two (2) system administrators to manage the system operation and configuration and set up users.

In addition to providing pricing in the City's required format, Everbridge has provided an enhanced price quote (see Appendix 1) that includes a day of on-site training as well as a description of what that day will entail.

d. The company selected shall provide 24/7 support with a maximum of 30 minute call back time after hours.

The Everbridge Client Care team is available to you at any time of day or night—24x7x365—via the Internet, e-mail, and telephone. Our Client Care staff members are Everbridge employees who are located on-site. We do not outsource our client care services to third-party entities. When you call Everbridge Client Care, you are getting a professional who is well-versed in the Everbridge Aware system and is more than capable of assisting you, no matter what your need may be.

Depending on the purpose of your call, the Everbridge support representative may be able to take care of your need immediately. If the issue cannot be resolved immediately, then based upon the case description and urgency, the Everbridge support representative will assign a priority level during case creation. The priority indicates the severity of impact of the issue on the client's use of the Everbridge system.

Priority	Description
Minor	<ul style="list-style-type: none"> <li>• Inquiry regarding a routine technical issue; information requested on solution capabilities, navigation, configuration, defect affecting a small number of users.</li> <li>• Minor problem or question that does not affect the quality of contact data, notification initiation and delivery, or notification reporting.</li> <li>• Enhancement requests, mission or erroneous documentation.</li> <li>• Acceptable workaround available.</li> </ul>
Moderate	<ul style="list-style-type: none"> <li>• Service is operational but partially degraded for some or all users.</li> <li>• Problem with non-critical feature or functionality that does not affect the quality of contact data, notification initiation and delivery, or notification reporting.</li> <li>• Short-term workaround is available, but not scalable.</li> </ul>
Serious	<ul style="list-style-type: none"> <li>• Major functionality is severely impaired or significant performance degradation is experienced. Issue is persistent and affects many users; however, operations can continue in a restricted fashion.</li> <li>• Notification initiation and delivery or notification reporting are experiencing degradation in performance, but are still operational. Does not impact the quality of contact data.</li> <li>• No reasonable workaround available.</li> </ul>



**Critical**

- Critical issue affecting all users, including system unavailability and data integrity issues.
- Notifications cannot be sent or the quality of the message has been severely impacted, notification reporting is unavailable, or contact data quality has been compromised.
- No workaround available.

**Client Priority**

In addition to the Everbridge priority, clients can communicate the priority of the case within their organization by setting the Client Priority field. This field is accessible when submitting or editing cases from the Client Portal and can be communicated via phone or e-mail. The Client Priority will ensure that support specialists have an understanding of the importance of the issue to you and will automatically move the case ahead of other cases submitted at the same time with the same priority.

**Case Notification**

Clients can expect to receive notification that a case has been created. The notification will include the case number for tracking purposes, the support representative or queue assigned to the case, a summary of the inquiry, and the severity level that has been assigned. For phone inquiries, notification of the case creation should occur during the call; however, clients can request an e-mail confirmation as well.

The response time for initial case notification depends on your support level:

- Standard support—2 business hours
- Premium support—30 minutes

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## ***Appendix 1***

Everbridge has included in Appendix 1 an enhanced price quote as well as a short section regarding our legal comments and exceptions to Terms and Conditions.

## Everbridge Enhanced Price Quote

In addition to the price bid in the format required in the RFP (shown below), please also see the additional Everbridge price quote that follows. (Please note: The pricing table below is taken from the Signature Submittal Form provided by the City of Fayetteville.)

Service	Unit Price	Cost
Initial Service Established	Lump Sum	\$21,577.85
Implementation	Lump Sum	\$1,726.23
Training	Lump Sum	\$2,500 - See attached pricing document for on-site training schedule
Cost per usage per minute (standard fee)	Per minute	No additional charge - initial service fee is for unlimited messaging
Cost per minute (above standard fee)	Per minute	No additional charge - initial service fee is for unlimited messaging
Cost per call/minute for any notifications above the base number	Per call/minute	No additional charge - initial service fee is for unlimited messaging
Setting up database (if any)	Lump Sum	No additional charge - included with implementation
Database Maintenance - Quarterly	Lump Sum	No additional charge - included with implementation
Acceptance Testing	Lump Sum	No additional charge - included with implementation



500 N Brand Blvd, Ste 1000 t 888.368.4911 www.everbridge.com  
Glendale CA 91203 USA f 818.545.7040

**QUOTATION**

Quote Number: 00007858  
**Confidential**  
1 of 2

**Prepared for:** Andrea Foren  
City of Fayetteville, AR  
100 W Rock St Ste A  
Fayetteville, AR 72701-6191  
(479) 575-8220  
479-587-3563  
aforen@ci.fayetteville.ar.us

**Quotation Date:** May 21, 2013  
**Quote Expiration Date:** June 7, 2013  
**Rep:** Chadd Steinhauser  
chadd.steinhauser@everbridgemail.com

**Contract Summary Information**

**Contract Period: 3 Years**  
**Contract Optional Years: 2 Years**  
**MN Contacts up to: 80,000**

**ANNUAL SUBSCRIPTION - See attached Product Inclusion Sheet/s for product details.**

<u>Service</u>	<u>Fee Type</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
Everbridge Mass Notification (MN)	Recurring	1	\$21,577.85	\$21,577.85

**PROFESSIONAL SERVICES**

<u>Service</u>	<u>Fee Type</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
Instructor Lead Training - (Travel & Living expenses to be billed separately and reimbursed by Client)	One-Time	1	\$2,500.00	\$2,500.00



500 N Brand Blvd, Ste 1000 t 888.366.4911 www.everbridge.com  
 Glendale CA 91203 USA f 818.545.7040

**QUOTATION**

Quote Number: 00007858  
**Confidential**  
 2 of 2

<b>Pricing Summary:</b>	
Year One Fees*:	\$24,077.85
One-time Implementation and Set Up Fees:	\$1,726.23
<b>Total Year One Fees:</b>	<b>\$25,804.08</b>
Subsequent Year(s) Ongoing Annual Recurring Fees:	\$21,577.85
Optional Year(s) Ongoing Annual Recurring Fees:	\$21,577.85

1. Additional rates apply for all international calls.
2. Quote subject to terms & conditions of the Everbridge Services Agreement.
3. Except for currency designation, the supplemental notes below, if any, supplied in this Quote are for informational purposes and not intended to be legally binding or override negotiated language of the Everbridge Inc. Service Agreement.

(\*Year One Fees are the total of the first year annual subscription fees and any one-time fees, i.e., Professional Services.)

Supplemental Notes:

**Authorized by Everbridge:**

**To accept this quote, sign, date and return:**

\_\_\_\_\_  
**Signature**                      **Date**

\_\_\_\_\_  
**Print Name**                      **Title**

\_\_\_\_\_  
**Authorized Signature**                      **Date**

\_\_\_\_\_  
**Print Name**                      **Title**



# 1 DAY Mass Notification Onsite Training\*

## Mass Notification Administrator Training

- + Audience: Everbridge organization Leaders and organization administrators using Mass notification
- + Prerequisites: No prerequisites
- + Duration: ½ Day

### Course Outline

- + Introduction of Mass Notification
  - Everbridge URL and Logging In
  - Everbridge Roles
- + User Management
  - Creating Users
  - Assigning Roles - Account Admin, organization Admin, and Group Leader
- + Notifications
  - Overview of New Notifications
  - Notifications Templates
  - Notifications Templates
  - Active Broadcast/Historical Reporting
- + Contacts
  - Creating Contacts Manually
  - Creating Groups Manually
  - Creating Rules That Are Used When Sending A Notification
  - Using An Upload File
- + Settings
  - Organization Settings
  - Broadcast Settings
  - Contact And Group Settings
  - GIS Settings
- + Mobile Manager App
  - Organization Settings
  - Broadcast Settings

## Mass Notification User Training

- + Audience: All Everbridge organization Leaders, organization administrators, and group Leaders (Users) using Mass notification
- + Prerequisites: No prerequisites
- + Duration: ½ Day

### Course Outline

- + Introduction to Mass Notification
- + Notification
  - Initiating New Notifications to Individual Contacts, Groups, and Rules
  - Active Notifications
  - Viewing the Detailed Results of an Active Notification
  - Message Templates
  - Notifications Templates
  - Scheduled Notifications
- + Universe, Initiating Notifications Using the Map
  - Defining An Address With/Without A Radius
  - Drawing A Circle or A Polygon
  - Latitude And Longitude
  - Shape Library
  - Importing or Exporting A Shape
  - Ad Hoc Reports
- + , Initiating Notifications
  - Using Contacts, Groups, or Rules
  - Viewing The Results On The Map
- + Reports
  - View an Overview of All Sent Notifications
  - Create Custom Reports

This Core Platform Service Agreement (“**Agreement**”) is entered into by and between Everbridge, Inc. (“**Everbridge**”), and \_\_\_\_\_ (“**Customer**”), effective on the date of Customer’s signature below (“**Effective Date**”). Everbridge and Customer are each hereinafter sometimes referred to as a “**Party**” and collectively, the “**Parties**”.

**1. SERVICE.** Everbridge shall provide Customer access to its proprietary interactive communication and mass notification services (the “**Service(s)**”) subject to the terms and conditions set forth in this Agreement and the description of services and pricing provided in the applicable quote (the “**Quote**”). If applicable, Everbridge shall provide training and professional services in accordance with the Pricing as set forth in the Quote. Everbridge shall provide Customer with login and password information for each User (as defined below) and will configure the Service to contact the maximum number of persons or communication devices (each a “**Contact**”) purchased by Customer as set forth in the Quote.

**2. PAYMENT TERMS.** Customer shall pay the fees set forth in the Quote (“**Pricing**”). If Customer exceeds the usage levels specified in the Quote, then Everbridge may invoice Customer for any overages at then current rates. Everbridge shall invoice Customer annually in advance. All payments shall be made within thirty (30) days from receipt of invoice, after which interest shall accrue at a rate of one and one-half percent (1.5%) per month or the highest rate allowed by applicable law, whichever is lower. Such interest shall be in addition to any other rights and remedies that Everbridge may have hereunder. Pricing does not include any local, state, federal or foreign taxes, levies or duties of any nature, all of which Customer is responsible for paying, except for those relating to Everbridge’s income.

### **3. CUSTOMER RESPONSIBILITIES.**

**3.1 Users.** Customer shall in its discretion authorize certain of its employees and contractors (“**User(s)**”) to access the Service. Each User must be bound in writing to confidentiality obligations that are no less restrictive than those set forth herein, and that are sufficient to permit Customer to fully perform its obligations under this Agreement. Customer shall undergo the initial setup and training as set forth in the Implementation inclusion sheet provided with the Quote. The Implementation sheet provides a detailed list of the services included as part of the implementation purchased and the corresponding timelines. If Customer fails to complete the Implementation process within the sixty (60) day timeframe, Customer must purchase any additional implementation services. Customer shall be responsible for: (i) ensuring that Users maintain the confidentiality of all User login and password information; (ii) ensuring that Users use the Service in accordance with all applicable laws and regulations, including those relating to use of personal information; (iii) any breach of the terms of this Agreement by any User; and (iv) all communications by Users using the Service. Customer shall promptly notify Everbridge if it becomes aware of any User action or omission that would constitute a breach or violation of this Agreement.

**3.2 Customer Data.** “**Customer Data**” is all electronic data transmitted to Everbridge in connection with the use of the Service. Customer Data provided by Customer shall be true, accurate, current and complete, and shall be in a form and format specified by Everbridge. Customer shall have sole

responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data. By purchasing the Service, Customer represents that it has the right to authorize and hereby does authorize Everbridge and its “**Service Providers**” to collect, store and process Customer Data subject to the terms of this Agreement. “**Service Providers**” shall mean communications carriers, data centers, collocation and hosting services providers, and content and data management providers that Everbridge uses in providing the Service. Customer shall maintain a copy of all Customer Data for its Contacts that it provides to Everbridge. Customer acknowledges that the Service is a passive conduit for the transmission of Customer Data and Everbridge shall have no liability for any errors or omissions or for any defamatory, libelous, offensive or otherwise objectionable or unlawful content in any Customer Data, or for any losses, damages, claims, suits or other actions arising out of or in connection with any Customer Data sent, accessed, posted or otherwise transmitted via the Service.

**4. TERM.** This Agreement will commence on the Effective Date and will continue in full force and effect until all executed Quotes have terminated, unless otherwise terminated in accordance with the termination rights set forth in this Agreement. If at the end of the applicable Quote, Customer intends to renew the Agreement, but has not provided a timely executed written renewal prior to the end of such term, then Everbridge, in its sole discretion, shall continue the Service(s) hereunder for thirty (30) days (the “**Grace Period**”) in order to secure an executed renewal by Customer, provided that Customer shall pay to Everbridge the annual fee then in effect divided by twelve (12) (the “**Monthly Holdover Fee**”). The Grace Period is provided to Customer as a courtesy so that Services will not be terminated prior to the execution of a renewal. Due to insurance and liability reasons Everbridge can only provide one Grace Period and will charge the Monthly Holdover Fee. The Monthly Holdover Fees are instituted in order to protect Customer from termination or suspension of the Services, but to insure that timely renewals are entered into. Monthly Holdover Fees shall not be returned or refunded to the Customer as a credit towards any renewal

### **5. TERMINATION; SUSPENSION.**

**5.1 Termination by Either Party.** Either Party may terminate this Agreement upon the other Party’s material breach of this Agreement, provided that (i) the non-breaching Party sends written notice to the breaching Party describing the breach in reasonable detail; (ii) the breaching Party does not cure the breach within thirty (30) days following its receipt of such notice (the “**Notice Period**”); and (iii) following the expiration of the Notice Period, the non-breaching Party sends a second written notice to the breaching Party indicating its election to terminate this Agreement.

**5.2 Termination by Everbridge.** If Customer fails to pay any amounts due within thirty (30) days of their due date, Everbridge may terminate this Agreement or suspend the Service in Everbridge’s sole discretion. Termination for non-payment shall not relieve Customer of its outstanding obligations (including payment) under this Agreement. If Everbridge suspends the Service, Customer’s account shall not be reactivated until Customer is in compliance with this Agreement and has paid all past due amounts plus a reconnection fee of \$1,000

**5.3 Suspension.** Everbridge may suspend, with or without notice, the Service or any portion for (i) emergency network repairs, threats to, or actual breach of network security; (ii) any violation by Customer of Section 3.2 or 6.2; or (iii) any legal, regulatory, or governmental prohibition affecting the Service. In the event of a suspension under (i) or (iii), Everbridge shall use its best efforts to reactive any affected portion of the Service as soon as possible.

## 6. PROPRIETARY RIGHTS.

**6.1 Grant of License.** Everbridge hereby grants to Customer, during the term of this Agreement, a non-exclusive, non-transferable, non-sublicensable right to use the Service subject to the terms and conditions of this Agreement. Upon suspension of the Service or termination of this Agreement for any reason, the foregoing license shall terminate automatically and Customer shall discontinue all further use of the Service.

**6.2 Restrictions.** Customer shall use the Service solely for its internal business purposes and shall not make the Service available to, or use the Service for the benefit of, any third party except as expressly contemplated by this Agreement. Customer shall not: (i) copy, modify, reverse engineer, de-compile, disassemble or otherwise attempt to discover or replicate the computer source code and object code provided or used by Everbridge in connection with delivery of the Service (the “**Software**”) or create derivative works based on the Software, the Service or any portion thereof; (ii) merge any of the foregoing with any third party software or services; (iii) use any Everbridge Confidential Information to create a product that competes with the Software; (iv) remove, obscure or alter any proprietary notices or labels on the Software or any portion of the Service; (v) create internet “links” to or from the Service, or “frame” or “mirror” any content forming part of the Service, other than on Customer’s own intranets for its own internal business purposes; (vi) use, post, transmit or introduce any device, software or routine (including viruses, worms or other harmful code) which interferes or attempts to interfere with the operation of the Service; (vii) use the Service in violation of any applicable law or regulation; or (viii) access the Service for purposes of monitoring Service availability, performance or functionality, or for any other benchmarking or competitive purposes.

**6.3 Reservation of Rights.** Other than as expressly set forth in this Agreement, Everbridge grants to Customer no license or other rights in or to the Service, the Software or any other proprietary technology, material or information made available to Customer through the Service or otherwise in connection with this Agreement (collectively, the “**Everbridge Technology**”), and all such rights are hereby expressly reserved. Everbridge (or its licensors where applicable) owns all rights, title and interest in and to the Service, the Software and any Everbridge Technology, and all patent, copyright, trade secret and other intellectual property rights (“**IP Rights**”) therein, as well as (i) all feedback and other information (except for the Customer Data) provided to Everbridge by Users, Customer and Contacts, and (ii) all transactional, performance and derivative data and metadata generated in connection with the Services.

## 7. CONFIDENTIAL INFORMATION.

**7.1 Definition; Protection.** As used herein, “**Confidential Information**” means all information of a Party (“**Disclosing Party**”) disclosed 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. Confidential Information includes without limitation, any personally identifiable Customer Data, all Everbridge Technology, and either Party’s business and marketing plans, technology and technical information, product designs, reports and business processes. Confidential Information 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; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose other than performance or enforcement of this Agreement without the Disclosing Party’s prior written consent, unless (but only to the extent) otherwise required by a governmental authority. Each Party agrees to protect the Confidential Information of the other Party with the same level of care that it uses to protect its own confidential information, but in no event less than a reasonable level of care. Without limiting the foregoing, this Agreement and all terms hereof shall be Everbridge’s Confidential Information.

## 8. WARRANTIES; DISCLAIMER.

**8.1 Everbridge Warranty.** Everbridge shall use commercially reasonable efforts to provide the Services herein contemplated. To the extent the Quote provides for any professional services, Everbridge shall perform them in a professional manner consistent with industry standards. THE FOREGOING REPRESENT THE ONLY WARRANTIES MADE BY EVERBRIDGE HEREUNDER AND EVERBRIDGE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

**8.2 Disclaimer.** THE SERVICE IS PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS. NEITHER EVERBRIDGE NOR ITS LICENSORS WARRANT THAT THE SERVICE WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL EVERBRIDGE HAVE ANY LIABILITY TO CUSTOMER, USERS, CONTACTS OR ANY THIRD PARTY FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING FROM FAILURE OF THE SERVICE TO DELIVER AN ELECTRONIC COMMUNICATION, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF EVERBRIDGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

**8.3 Customer Representations and Warranties.** Customer represents and warrants that during use of the Service, Customer shall (i) clearly and conspicuously notify Contacts of the way in which their personal information shall be used, and (ii) have primary safety and emergency response procedures including, without limitation, notifying 911 or equivalent fire, police, emergency medical and public health officials (collectively, “**First Responders**”). Customer acknowledges and agrees that Everbridge is not a First Responder, and that the Service does not serve as a substitute for Customer’s own emergency response plan, which in the



provided, that a general solicitation to the public for employment is not prohibited under this section. In the event that Customer hires any such employee (whether as an employee, consultant or otherwise) in violation of this section, Customer shall pay to Everbridge an amount equal to 100% of the total first-year compensation which Customer pays such individual as a fee, salary, or other compensation.

**11.2 Force Majeure; Limitations.** Everbridge shall not be responsible for performance under this Agreement to the extent precluded by circumstances beyond Everbridge's reasonable control, including without limitation acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, labor problems, computer, telecommunications, Internet service provider or hosting facility failures, or delays involving hardware, software or power systems, and network intrusions or denial of service attacks. The Service delivers information for supported Contact paths to public and private networks and carriers, but cannot guarantee delivery of the information to the recipients. Final delivery of information to recipients is dependent on and is the responsibility of the designated public and private networks or carriers. Customer acknowledges and agrees that territories outside the U.S. and Canada may have territorial restrictions resulting from applicable law, telecommunications or internet infrastructure limitations, telecommunications or internet service provider policies, or communication device customizations that may inhibit or prevent the delivery of certain SMS, text or other notifications, or restrict the ability to place or receive certain calls such as outbound toll free calls. Everbridge shall have no liability to the extent such restrictions impede the Service.

**11.3 Waiver; Severability.** The failure of either Party hereto to enforce at any time any of the provisions or terms of this Agreement shall in no way be considered to be a waiver of such provisions. If any provision of this Agreement is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision shall, to the extent required, be deemed deleted and the remaining provisions shall continue in full force and effect.

**11.4 Assignment.** Neither this Agreement nor any rights granted hereunder may be sold, leased, assigned (including an assignment by operation of law), or otherwise transferred, in whole or in part, by Customer, and any such attempted assignment shall be void and of no effect without the advance written consent of Everbridge, which shall not be unreasonably withheld.

**11.5 Governing Law; Attorney's Fees.** This Agreement shall be governed and construed in accordance with the laws of the State of Delaware, without regard to its conflicts of laws rules. The prevailing party in any action arising out of this Agreement shall be entitled to its reasonable attorneys' fees and costs.

**11.6 Notices.** All notices, consents and approvals under this Agreement must be delivered in writing (i) by courier or (ii) by certified or registered mail, (postage prepaid and return receipt requested) to the other Party at the address set forth below, and will be effective upon receipt or three business days after being deposited in the mail as required above, whichever occurs sooner. Either Party may change its address by giving notice as provided herein. Annual invoices shall be sent to the Customer's contact and address following Customer's signature below. Either party may give notice at any time by any of the following: letter delivered by (i) nationally recognized overnight delivery service; (ii) first class

event of an actual or potential imminent threat to person or property, shall include contacting a First Responder prior to using the Service. Customer represents and warrants that all communications utilizing the Service shall be sent by authorized Users, and that the collection, storage and processing of Customer Data, and the use of the Service, as provided in this Agreement, will at all times comply with (x) Customer's own policies regarding privacy and protection of personal information; and (y) all applicable laws and regulations, including those related to processing, storage, use, disclosure, security, protection and handling of Customer Data.

## 9. INDEMNIFICATION.

**9.1 By Customer.** Customer shall defend, indemnify and hold Everbridge harmless against any loss or damage (including reasonable attorneys' fees) incurred in connection with any claim, suit or proceeding ("**Claim**") arising out of Customer's breach of the tax provisions in Section 2 and any breach by Customer of Sections 3, 6 or 8.3.

**9.2 By Everbridge.** Everbridge shall defend, indemnify and hold Customer harmless from and against any Claim against Customer, but only to the extent it is based on a Claim that the Service directly infringes an issued patent or other IP Right in a country in which the Service is actually provided to Customer. In the event Everbridge believes any Everbridge Technology is, or is likely to be the subject of an infringement claim, Everbridge shall have the option, at its own expense, to: (i) to procure for Customer the right to continue using the Service; (ii) replace same with a non-infringing service; (iii) modify such Service so that it becomes non-infringing; or (iv) refund any fees paid to Everbridge and terminate this Agreement without further liability. Everbridge shall have no liability for any Claim arising out of (w) Customer Data or other Customer supplied content, (x) use of the Service or Software in combination with other products, equipment, software or data not supplied by Everbridge, (y) any use, reproduction, or distribution of any release of the Service or Software other than the most current release made available to Customer, or (z) any modification of the Service or Software by any person other than Everbridge.

**10. LIMITATION OF LIABILITY.** Except for breaches of Section 6, neither Party shall have any liability to the other Party for any loss of use, interruption of business, lost profits, costs of substitute services, or for any other indirect, special, incidental, punitive, or consequential damages, however caused, under any theory of liability, and whether or not the Party has been advised of the possibility of such damage. Notwithstanding anything in this Agreement to the contrary, in no event shall Everbridge's aggregate liability, regardless of whether any action or claim is based on warranty, contract, tort, indemnification or otherwise, exceed amounts actually paid by Customer to Everbridge hereunder during the 12 month period prior to the event giving rise to such liability. Customer understands and agrees that these liability limits reflect the allocation of risk between the Parties and are essential elements of the basis of the bargain, the absence of which would require substantially different economic terms.

## 11. MISCELLANEOUS.

**11.1 Non-Solicitation.** As additional protection for Everbridge's proprietary information, for so long as this Agreement remains in effect, and for one year thereafter, Customer agrees that it shall not, directly or indirectly, solicit, hire or attempt to solicit any employees of Everbridge;

postage prepaid mail; or (iii) certified or registered mail, (certified and first class mail deemed given following 2 business days after mailing) to the other party at the address set forth below. Either Party may change its address by giving notice as provided herein. Invoices shall be sent to the Customer's contact and address following Customer's signature below.

**11.7 No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.

**11.8 Entire Agreement.** This Agreement, including its Exhibits and any Quote, constitutes the entire agreement between the Parties and supersedes all other agreements and understandings between the Parties, oral or written, with respect to the subject matter hereof, including any confidentiality agreements. This Agreement shall not be modified or amended except by a writing signed by both Parties. ANY NEW TERMS OR CHANGES INTRODUCED IN A PURCHASE ORDER OR OTHER DOCUMENT ARE VOID AND OF NO FORCE OR EFFECT. EVERBRIDGE'S ACKNOWLEDGEMENT OF RECEIPT OF SUCH DOCUMENT OR ACCEPTANCE OF PAYMENT SHALL NOT CONSITUTE AGREEMENT TO ANY TERMS OTHER THAN THOSE SET FORTH IN THIS AGREEMENT.

**11.9 Marketing.** Customer consents to Everbridge referencing Customer's name and logo as an Everbridge customer in Everbridge publications, its website and in other marketing materials.

**11.10 Survival.** Sections 2, 3.2, 5.2, 6, 7, 9-11 and the applicable provisions of Exhibit A shall survive the expiration or earlier termination of this Agreement.

**11.11 Counterparts.** This Agreement may be executed in one or more counterparts, all of which together shall constitute one original document. A facsimile transmission or copy of the original shall be as effective and enforceable as the original.

**11.12 Export Compliant.** Neither Party shall export, directly or indirectly, any technical data acquired from the other pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be duly executed as of the date set forth below.

**EVERBRIDGE, INC.**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Address:  
500 N. Brand Blvd., Suite 1000  
Glendale, CA 91203

**For legal notice:**  
Attention: Legal Department

**CUSTOMER:** \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Customer's address for legal notices:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

**Customer's address for billing:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Email for billing: \_\_\_\_\_  
Telephone number: \_\_\_\_\_

### Additional Business Terms

The following additional business terms are incorporated by reference into the Agreement as applicable based on the particular products and services described in the Customer's Quote.

**"Data Feed"** means data content licensed by third parties to Everbridge and supplied to Customer through the Service (e.g., real time weather system information and warnings, and third party maps).

**"Everbridge Units"** means the unit of usage expended in connection with Premium Features.

**"Premium Features"** means the products and services listed on the Premium Feature List attached to the Quote.

- 1. Premium Features; Everbridge Units.** On or before the Effective Date, Customer shall advise Everbridge how many Everbridge Units are to be allocated to each of the Premium Features Customer has ordered, and no change shall be made in such allocation during the first three months of the first Term Year. Thereafter, Customer may change the allocation of Everbridge Units among Premium Features no more than once every three months, or whenever Customer purchases additional Everbridge Units. Unused Everbridge Units expire one year from date of purchase or upon termination of this Agreement, whichever occurs first, and are not refundable.
- 2. Purchase of Data Feeds; Other Data.** Notwithstanding anything to the contrary in this Agreement, to the extent that Customer has purchased or accesses Data Feeds, such feeds are provided solely on an "AS IS" and "AS AVAILABLE" basis and the sole and exclusive remedy for any failure, defect, or inability to access such Data Feed shall be to terminate the Data Feed with no further payments due. No refunds shall be granted with respect to such Data Feed. In addition, to the extent Customer has purchased a feature that allows Customer to monitor, and utilize information and data from other sources not supplied by Everbridge directly (e.g., Twitter) (collectively "**Other Data**"), Everbridge disclaims any and all liability of any kind or nature resulting from any inaccuracies or failures with respect to any such Other Data.



**SYSTEM INCLUSION**  
Confidential

## Everbridge Mass Notification

Everbridge Mass Notification allows users to send notifications to individuals or groups using lists, locations, and visual intelligence. Everbridge Mass Notification is supported by state-of-the-art security protocols, an elastic infrastructure, advanced mobility, interactive reporting and analytics, adaptive people and resource mapping to mirror your organization, and true enterprise class data management capabilities to provide a wide array of data management options. Below is a list of key system inclusions with your new Everbridge Mass Notification system.

### Usage

- Unlimited US Emergency and Critical Messaging
- Unlimited US Non Emergency Messaging

### Access

- 1 Organization
- Single Location Contact Data Store (in USA, UK, Canada)
- Unlimited Administrator Access to the Everbridge System
- Unlimited Nested, Static and Dynamic Groups

### Key Notification Features

- Integrated Geo Notification Capability
- InstaBridge Accessibility for Conference Calls
- Polling Accessibility for Active Data Collection
- Integrated On-the-Fly and Aggregated Notification Capabilities
- Multiple Language Text to Speech Access
- Interactive Dashboard for Organizational Activity Summary
- Up to 13 Contact Paths
- Graphical and Ad-Hoc Reporting
- Unlimited Notification Templates
- Unlimited Custom Fields, and Opt In Subscriptions

### Contact Data Management

- Self-service Single Contact Record Adjustments
- Self-service Contact Import via CSV Upload
- Bulk Contact Management Automation via Secure FTP

### Mapping Tools

- Automatic Real-time Geocoding
- Redundant Standard Background Maps
- Shape and polygon Management System

### Additional Resources

- Mobile Notification Initiation Applications for iOS and Android
- Customer Branded Public or Private Contact Self Serve Portal

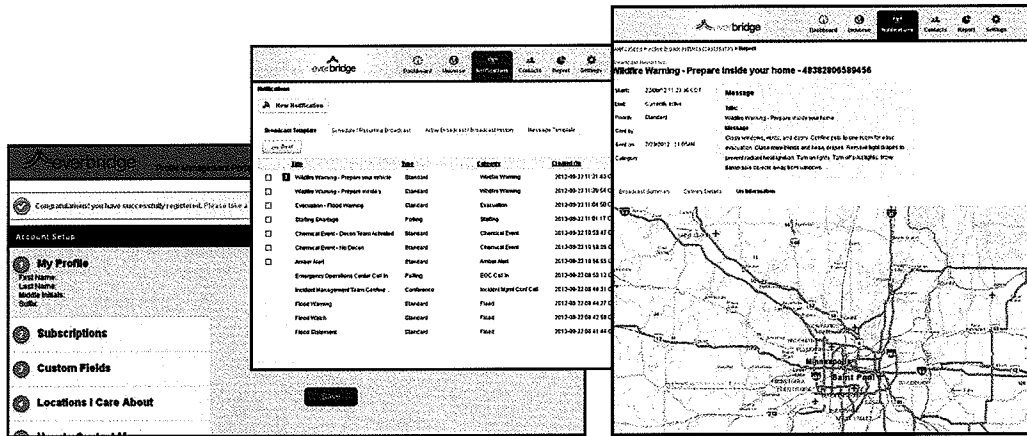
### Set-up & Implementation

- Dedicated Implementation Specialist / Project Manager
- Self Service Administrative Set-up, Configuration and Default Preferences
- Initial Member Data Upload and Test Broadcast
- Unlimited Access to Everbridge University



# Mass Notification

Everbridge Mass Notification enables users to send notifications to individuals or groups using lists, locations, and visual intelligence. This comprehensive notification system keeps everyone informed before, during and after all events whether emergency or non-emergency.



## Anticipate, Target, Communicate

- + Intelligent, personalized message delivery is about targeting the individual and not the device. Escalation follows the order of contact preference designated by the recipient and stops once the recipient confirms receipt.
- + GIS-based message targeting to quickly and easily send messages to recipients in a specific geographic region defined by zip code, street address, radius from a specific point, or other attribute. Specify a location with user-friendly drawing tools or even upload shape files from other applications for on-the-fly notifications to targeted geographic areas.
- + Support for up to 13 contact paths is included, providing flexibility in broadcasting messages to virtually any communications device in addition to supporting escalation workflow throughout the organization.
- + Build events for one-click sending during incidents. Set up notification templates with pre-determined contact lists and pre-defined messages for faster communications in a crisis.
- + Quickly resend notifications to recipients, or send follow up messages to all or a sub-set of recipients for tracking within the same incident or event.
- + Flexible call-throttling capabilities empower system administrators to configure rules based on their infrastructure's capacity.

- + Segregate your management and operating structure into multiple notification environments. Separating by geography, department/function, country or other criteria provides maximum security and flexibility.

## Advanced Mobility and Connectivity

- + Brings the power and security of communications and incident management to mobile devices everywhere, even under adverse network conditions.
- + Support for multi-platform smart phones and tablets including Apple® iOS and Android™ devices are provided.
- + Benefit from reporting and analytics with a native interface designed for the operating system of the device.
- + Send notifications with a multiple-choice question with up to nine different responses or "I'm OK" citizen wellness information.

## Global Ready

- + Personalize your reach to a global audience by broadcasting messages globally, in any language.
- + Multilingual text-to-speech capability enables you truly to localize communications.
- + Globally local call routing increases the delivery speed and volume of voice notifications; your global calls will be initiated using providers that are local to the call recipient.

- + Customized global caller ID enables you send a single notification anywhere in the world with a caller ID can be customized per country and is local and familiar to the call recipient.
- + Store your data locally and securely in your country of preference and comply with the regulatory requirements of that locale.
- + An organization with multiple, distributed data stores does not need to do anything special in order to access or manage this contact data or notify contacts. A unified access point makes the location of data transparent to the user.
- + Designed to meet the highest standards for regulatory requirements and handling of PII worldwide, including encryption of data at rest, if needed.

### Geo-Intelligent Tools

- + Save and organize critical and often-used shapes and boundaries to improve communication speed and accuracy.
- + Create or import regions for one-time use or categorize and store to the Region Library for reuse later.
- + Dynamic search, filtering and targeted alerts allow you to view the locations of special needs populations, subscribers to specific alert types, fire districts, police stations, and more.
- + Load, geo-code and manage contact data within a single interface and in real-time.
- + Search address, location or point of interest and exclude contacts based on location or other attributes.

### Flexible, Customizable Contact Management

- + Easily automated bulk, partial and full updates utilizing a secure, industry standard method for data transfer.
- + Update groups and custom fields without compromising information from HR systems.
- + Organize and categorize contact data in a way that is meaningful to your organization.

### The Everbridge Difference

With Everbridge providing the most accurate and up-to-the minute information at your fingertips you can make better decisions and manage the safety of your employees, key stakeholders and/or citizens, the tone and content of public sentiment, as well as the reputation of your organization with ease. A multi-tasking interface streamlines communication efforts and in turn increases the efficiency of incident management and critical communications. When you can communicate with anyone, anywhere in the world at any time via any communication device you are better equipped to enhance communications to save lives, manage critical activities, and improve the efficiency of daily operations.

- + Search or filter contacts on any attribute or combination of attributes within the contact's profile.
- + Easily notify contacts and/or manage contact data across multiple distributed data stores from a single access point.
- + Data can be populated from several sources and geo-coded. 911 data can be kept separate for emergency-only usage.

### Report, Analyze, Understand

- + Comprehensive, robust analytics and reporting capabilities provide the actionable intelligence needed to enhance your continuity and resiliency, as well as measure your communication program's effectiveness and to continually improve its efficiency.
- + Armed with powerful, accurate incident analyses in real-time, decision-makers are empowered to make changes on-the-fly, leading to better results.
- + Launch frequently requested reports on-the-fly with Quick Reports.
- + Provide summary and detailed after-action reports for continuous improvements as well as management and regulatory compliance.
- + Easily enhance exported reports with off-line creation of pivot tables and cross-referencing.

### Positive User Experience

- + Comprehensive and intuitive administrator interface to manage settings, limits and defaults.
- + Separate user and contact management that uses role-based access controls.
- + Account and Organizational hierarchy structure.
- + Comprehensive self-service administration.
- + Mass Notification provides branded, customizable profile management portals to administer both publicly available and private (invitation only) opt-in. Both are accessed via a link on your website that directs participants to the opt-in interface.

### About Everbridge

Everbridge provides industry-leading interactive communication and mass notification solutions to organizations in all major industries and government sectors. Everbridge solutions increase connectivity to key audiences, automate communication processes, and integrate recipient feedback, data feeds, and social media in a single communications console. Ultimately, these solutions provide the insight and infrastructure that help clients save lives, manage critical activities and improve the efficiency of daily operations.



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## Everbridge Legal Comments & Exceptions

Everbridge, Inc. respectfully requests the opportunity to present comments and exceptions to the contractual terms and conditions of this RFP. If any of the comments or changes will result in the denial of an award to Everbridge, Everbridge respectfully requests the opportunity to present our explanation and rationale regarding such comment or change to the City of Fayetteville prior to a final determination.

We also note that because the Everbridge products are software as a service (“SaaS”), our standard service agreement provides for licensing language customary to SaaS-based products that is unique to the type of services provided, and which by their nature may vary substantially from other standard contracts, particularly those such as consulting contracts which focus on professional services and on-site work. These license terms also protect our intellectual property rights which are essential to our business. We respectfully request that these specific terms in our Core Platform Service Agreement (included in the pricing section) be added to the final contract with the City.

### Section A. General Terms and Conditions

13. Indemnification: Everbridge respectfully redirects the City to Sections 9 and 10 of the Everbridge, Inc. Core Platform Services Agreement in lieu of the language of this section.
16. Payments and Invoicing: Everbridge is willing to remove the verbiage related to interest fees and penalties for late payment from Section 2 of the Everbridge, Inc. Core Platform Services Agreement should a contract be awarded. Please note that we can accept credit card payment up to \$20,000 only.
17. Cancellation: Everbridge respectfully redirects the City to Section 5.1 of the Everbridge, Inc. Core Platform Service Agreement in lieu of the language in this section.
18. Assignment, Subcontracting, Corporate Acquisitions, and/or Mergers: Everbridge cannot agree to seek permission from its customers in the event Everbridge merges, is acquired by, or transfers substantially all of its assets.

## Andrea Foren - Everbridge Quote

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**From:** Chadd Steinhauser <Chadd.Steinhauser@everbridge.com>  
**To:** Andrea Foren <aforen@ci.fayetteville.ar.us>  
**Date:** 6/19/2013 12:00 PM  
**Subject:** Everbridge Quote  
**Attachments:** Everbridge IPAWS Addendum v5 2013.pdf; cog\_moa\_app\_everbridgeinfo.pdf; City of Fayetteville, AR -MN+IV+WEATHER+IPAWS+PROFSERV- 6\_19\_2013 (3).pdf

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Hi Andrea,

Again, thanks for having me yesterday. I received confirmation from my boss regarding my crazy idea for you guys, so here is your newest quote. I changed/updated quite a few items, so here is what I've done...

I was able to get approval to put together a bundle deal that adds all of the features we discussed yesterday that you guys expressed as being important to you to what I had already included in the previous quote. They include:

- SMART Weather alerts
- Mobile Member app (for *citizens*- the mobile Manger app comes with Mass Notification)
- IPAWS/CMAS

Because of this bundle package and the fact that it is the end of our quarter, my boss (who is also one of our cofounders, which is why I go to him when I need a favor ☺) let me get pretty aggressive with pricing. First of all, he let me waive all of your one-time fees. So the 1 day of onsite training fee is waived (with the exception of travel expenses when they come to work with you guys) and your implementation fee is waived (let me know if you'd like to discuss the differences between onsite training and implementation). He also let me discount each individual item, which is clearly shown on your quote.

He also let me offer you access to IPAWS/CMAS integration for free during the length of your contract. In order to have the ability to send these types of messages (regardless of the vendor you are using to do so) you must submit an application to FEMA to be able to utilize this service. Basically, FEMA doesn't let just anyone send out messages to an entire geographic region. This process can take up to 6 months to complete, so I have attached the necessary application for you so that you can begin the process as well as an addendum to our contract that is required for anyone who wants to utilize our IPAWS/CMAS integration.

I also wanted to make sure we are clear on the feature we discussed yesterday that one of my competitors offered you. The feature we discussed that allows people who are driving through your city to receive messages only works if they have downloaded that particular vendor's mobile app. If someone passing through does not have that app, they will not receive the types of messages you and your colleagues were referring to yesterday. IPAWS/CMAS is different. All mobile phones that have the capability to receive emergency alerts will receive this message no matter what – this is the feature that I have included for free. *Please do not hesitate to ask me if you would like further clarification on the differences between the two.*

Again, this unlimited pricing allows you to send any amount of messages, to any device, to as many people as you want to, in any situation, and have as many administrators as you need without affecting pricing at all. We also (and I do not think we discussed this yesterday) allow you to have as many user defined fields as you want – beware of other vendors who you MAY have spoken with who limit you to only two!!

Don also asked me to share some of our current customers in Arkansas, so here are a few of our most recent:



- Harding University
- Arkansas State University
- State of Arkansas Dept. of Information Systems
- State of Arkansas Administrative Office of the Courts

So all in all, with these added features your annual charges are higher than the original quote, but this package saves you a total of \$6,473.35 in recurring fees, and also saves you a total of \$11,735.32 in your first year charges. Let me know what you think. If you have any questions at all or if you would like me to simplify/take any items OUT of this quote, please do not hesitate to call me on my cell.

Looking forward to the opportunity to do business with you guys!

Best Regards,  
Chadd

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**Chadd Steinhauser**  
Account Executive,  
State & Local Government

[Fortune article about Everbridge during the Boston Marathon attack](#)  
[Boston Globe article about Everbridge during the Boston Marathon attack](#)  
[Everbridge: CEO On Boston FOX News](#)

Office: 781-373-9843  
Mobile: 978-799-8517  
chadd.steinhauser@everbridge.com





500 N Brand Blvd, Suite 1000  
Glendale, CA 91203 USA

tel: 888.366.4911  
fax: 818.484.2299

www.everbridge.com

**QUOTATION**

Quote Number: 00007858

**Confidential**

1 of 2

Exhibit B

**Prepared for:** Andrea Foren  
City of Fayetteville, AR  
100 W Rock St Ste A  
Fayetteville, AR 72701-6191  
(479) 575-8220  
479-587-3563  
aforen@ci.fayetteville.ar.us

**Quotation Date:** June 19, 2013  
**Quote Expiration Date:** June 30, 2013  
**Rep:** Chadd Steinhauser  
chadd.steinhauser@everbridgemail.com

**Contract Summary Information**

**Contract Period:** 3 Years  
**Contract Optional Years:** 2 Years

**MN Contacts up to:** 80,000  
**IV Contacts up to:** 80,000

**ANNUAL SUBSCRIPTION - See attached Product Inclusion Sheet/s for product details.**

<u>Service</u>	<u>Fee Type</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
Everbridge Interactive Visibility (IV)	Recurring	1	\$5,394.46	\$3,236.68
Everbridge Mass Notification (MN)	Recurring	1	\$21,577.85	\$21,577.85
Everbridge CMAS/WEA Notification	Recurring	1	\$3,236.68	\$0.00

**PREMIUM FEATURES / USAGE**

<u>Service</u>	<u>Fee Type</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
Smart Weather Alerting (includes 1 location in base weather subscription)	Recurring	1	\$4,315.57	\$3,236.68

**PROFESSIONAL SERVICES**

<u>Service</u>	<u>Fee Type</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
Instructor Lead Training - (Travel & Living expenses to be billed separately and reimbursed by Client)	One-Time	1	\$2,500.00	\$0.00





# 1 DAY Mass Notification Onsite Training\*

## Mass Notification Administrator Training

- + Audience: Everbridge organization Leaders and organization administrators using Mass notification
- + Prerequisites: No prerequisites
- + Duration: ½ Day

### Course Outline

- + Introduction of Mass Notification
  - \* Everbridge URL and Logging In
  - \* Everbridge Roles
- + User Management
  - \* Creating Users
  - \* Assigning Roles - Account Admin, organization Admin, and Group Leader
- + Notifications
  - \* Overview of New Notifications
  - \* Notifications Templates
  - \* Notifications Templates
  - \* Active Broadcast/Historical Reporting
- + Contacts
  - \* Creating Contacts Manually
  - \* Creating Groups Manually
  - \* Creating Rules That Are Used When Sending A Notification
  - \* Using An Upload File
- + Settings
  - \* Organization Settings
  - \* Broadcast Settings
  - \* Contact And Group Settings
  - \* GIS Settings
- + Mobile Manager App
  - \* Organization Settings
  - \* Broadcast Settings

## Mass Notification User Training

- + Audience: All Everbridge organization Leaders, organization administrators, and group Leaders (Users) using Mass notification
- + Prerequisites: No prerequisites
- + Duration: ½ Day

### Course Outline

- + Introduction to Mass Notification
- + Notification
  - \* Initiating New Notifications to Individual Contacts, Groups, and Rules
  - \* Active Notifications
  - \* Viewing the Detailed Results of an Active Notification
  - \* Message Templates
  - \* Notifications Templates
  - \* Scheduled Notifications
- + Universe, Initiating Notifications Using the Map
  - \* Defining An Address With/Without A Radius
  - \* Drawing A Circle or A Polygon
  - \* Latitude And Longitude
  - \* Shape Library
  - \* Importing or Exporting A Shape
  - \* Ad Hoc Reports
- + , Initiating Notifications
  - \* Using Contacts, Groups, or Rules
  - \* Viewing The Results On The Map
- + Reports
  - \* View an Overview of All Sent Notifications
  - \* Create Custom Reports



**SYSTEM INCLUSION**  
Confidential

## Everbridge Interactive Visibility

Everbridge Interactive Visibility allows users to integrate mobile recipient feedback, external data feeds, and social media in a single communications console enabling decision makers to anticipate events and communicate efficiently with first responders, and their employees and constituents. Everbridge Interactive Visibility is supported by state-of-the-art security protocols, an elastic infrastructure, advanced mobility, and interactive reporting and analytics. Below is a list of key system inclusions with your new Everbridge Interactive Visibility system.

### Usage

Unlimited Outbound Notifications to Everbridge Mobile Recipient Application via Push notifications  
Unlimited Inbound Notifications from Everbridge Mobile Recipient Application

### Access

Single Web Interface Console to Display Aggregated Information  
Unlimited Administrator Access to the Everbridge System

### Key Notification Features

Fully Integrated with Everbridge Mass Notification  
Custom Threshold Rules and Settings

- Define Messages and Key Recipients Upon Threshold Trigger
- Visual and Automated Alerts When Threshold is Reached

Enable Recipients to Share Messages across their Organization  
Receive and display images, comments and location information from contacts  
Advanced Graphical Reporting  
Redundant Standard Background Maps  
Filter Information by Feed Type  
Recipient Mobile Applications for iOS and Android Devices  
Social Media Feeds Integration (up to 5 per Account)

### Set-up & Implementation

Dedicated Implementation Specialist / Project Manager  
Self Service Administrative Set-up, Configuration and Default Preferences  
Unlimited Access to Everbridge University



**SYSTEM INCLUSION**  
Confidential

## Everbridge Mass Notification

Everbridge Mass Notification allows users to send notifications to individuals or groups using lists, locations, and visual intelligence. Everbridge Mass Notification is supported by state-of-the-art security protocols, an elastic infrastructure, advanced mobility, interactive reporting and analytics, adaptive people and resource mapping to mirror your organization, and true enterprise class data management capabilities to provide a wide array of data management options. Below is a list of key system inclusions with your new Everbridge Mass Notification system.

### Usage

- Unlimited Domestic Emergency Alerts and Testing Messages
- Unlimited Domestic Non-Emergency Alerts Messaging

### Core Platform Access

- Unlimited Administrators for web-based portal to initiate messages, reporting, and administration
- Unlimited Administrators for Mobile Manager Application (iOS, Android) and Mobile Optimized Notification Site (for Blackberry, Windows 10, etc.)
- One (1) Organization with unlimited nested static and dynamic groups
- Access to Everbridge Elastic Infrastructure for message delivery
- Custom branded community opt-in portal with custom fields and opt-in subscriptions
- Flexible role-based access controls to manage user permissions
- Access to Real-Time Dashboard, Notifications Library, Everbridge Universe, and Custom Reporting

### Key Notification Features

- Integrated GIS/Map-based, rule-based, group-based, or individual contact selection
- Ability to send standard, polling, or on-the-fly 'One-Touch' Conference Call messages
- One-screen broadcast creation workflow to speed message creation and reduce human error
- Contact filtering based on custom criteria
- Map-based drawing and selection tools and imported shape files (e.g. Google Maps, Bing Maps, ESRI)
- Automatic address geo-coding for contacts
- Organization specific customizable caller ID, greetings, and broadcast settings
- SMPP based SMS text messaging
- Multi-language Text to Speech Engine and Custom Voice Recording
- Real-time reporting for improved situational awareness and easier after action analysis
- 5 Live Operator Message Initiations per year
- Interactive Dashboard for Organizational Activity Summary
- Unlimited Notification Templates
- Self-service Single Contact Record Adjustments
- Self-service Contact Import via CSV Upload
- Bulk Contact Management Automation via Secure FTP

### Set-up, Implementation & Support

- Dedicated Implementation Specialist
- Self Service Administrative Set-up, Configuration and Default Preferences
- Initial Member Data Upload and Test Broadcast Support
- Unlimited Access to Everbridge University classes
- 24x7 Customer Support (phone, web, email)
- Global Support/Operations Centers for Redundant Live Support
- Dedicated Account Manager



# SMART<sup>®</sup> Weather Alerting

Everbridge's SMART<sup>®</sup> Weather Alerting leverages AccuWeather's more than 100 meteorological resources to enhance and optimize severe weather alerts such as lightning, tornados, thunderstorms, hail, ice, snow, extreme temperatures, high winds, flash floods, and flooding. Because these severe weather types are difficult to predict far in advance, they often have terrible loss of property and life for those individuals who are caught unaware.

Powered by AccuWeather, Everbridge SMART<sup>®</sup> Weather Alerting provides location-specific severe weather alerts at the speed of click. An automated rules engine supercharges the speed and accuracy of alert delivery so notifications get to the right people right away.

## What is SMART?

Notifications that are:

- + **Specific** - Detailed alerts, geographies and stop start times.
- + **Map-driven** - Visual weather and select targets using GIS maps and shapes.
- + **Automated** - Deliver alerts to contacts and members automatically.
- + **Rules-based** - Use rules to determine when a message should be triggered.
- + **Targeted** - Deliver the right message to the right person automatically.

## Features

Everbridge Interactive Visibility and Everbridge Mass Notification become even more powerful with SMART<sup>®</sup> Weather Alerting.

### Mass Notification

- + Employees, residents, and other key stakeholders are able to opt-in to receive weather alerts based on any number of addressed or locations over multiple contact paths through the Everbridge Member Portal.
- + Precise, meteorologist drawn maps to select and contact recipients in areas affected by weather.

### Interactive Visibility

- + Weather alerts can be set up to send automated broadcasts to specialized team, such as emergency managers or business continuity teams.
- + Automatically send out broadcasts to all affected recipients in an impact area for highly time sensitive alerts, such as tornado warnings.

### The Everbridge Difference

With Everbridge providing the most accurate and up-to-the minute information at your fingertips you can make better decisions and manage the safety of your employees, key stakeholders and/or citizens, the tone and content of public sentiment, as well as the reputation of your organization with ease. A multi-tasking interface streamlines communication efforts and in turn increases the efficiency of incident management and critical communications. When you can communicate with anyone, anywhere in the world at any time via any communication device you are better equipped to enhance communications to save lives, manage critical activities, and improve the efficiency of daily operations.

## Benefits

- + Access to more than 100 different types of the most accurate and location specific weather and severe weather alerts.
- + Timely, accurate weather warnings.
- + Only recipients in affected locations will be contacted when weather affects their area,
- + Unparalleled weather warning insight.
- + Alert delivery follows Everbridge's philosophy of "target the individual, not the device" - and escalates alerts through a number of contact paths, including mobile, until the recipient confirms receipt.
- + Improved ability to protect and serve your constituents.
- + Quickly put location based warnings in the right hands, in real-time, enabling more informed decisions.
- + Reduced time to notification, improving each individual's ability to take necessary precautions.

### About Everbridge

Everbridge provides industry-leading interactive communication and mass notification solutions to organizations in all major industries and government sectors. Everbridge solutions increase connectivity to key audiences, automate communication processes, and integrate recipient feedback, data feeds, and social media in a single communications console. Ultimately, these solutions provide the insight and infrastructure that help clients save lives, manage critical activities and improve the efficiency of daily operations.



**Everbridge, Inc.**  
**Core Platform Service Agreement**

This Core Platform Service Agreement (“**Agreement**”) is entered into by and between Everbridge, Inc. (“**Everbridge**”), and \_\_\_\_\_ (“**Customer**”), effective on the date of Customer’s signature below (“**Effective Date**”). Everbridge and Customer are each hereinafter sometimes referred to as a “**Party**” and collectively, the “**Parties**”.

**1. SERVICE.** Everbridge shall provide Customer access to its proprietary interactive communication and mass notification services (the “**Service(s)**”) subject to the terms and conditions set forth in this Agreement and the description of services and pricing provided in the applicable quote (the “**Quote**”). If applicable, Everbridge shall provide training and professional services in accordance with the Pricing as set forth in the Quote. Everbridge shall provide Customer with login and password information for each User (as defined below) and will configure the Service to contact the maximum number of persons or communication devices (each a “**Contact**”) purchased by Customer as set forth in the Quote.

**2. PAYMENT TERMS.** Customer shall pay the fees set forth in the Quote (“**Pricing**”). If Customer exceeds the usage levels specified in the Quote, then Everbridge may invoice Customer for any overages at then current rates. Everbridge shall invoice Customer annually in advance. All payments shall be made within thirty (30) days from receipt of invoice, after which interest shall accrue at a rate of one and one-half percent (1.5%) per month or the highest rate allowed by applicable law, whichever is lower. Such interest shall be in addition to any other rights and remedies that Everbridge may have hereunder. Pricing does not include any local, state, federal or foreign taxes, levies or duties of any nature, all of which Customer is responsible for paying, except for those relating to Everbridge’s income.

**3. CUSTOMER RESPONSIBILITIES.**

**3.1 Users.** Customer shall in its discretion authorize certain of its employees and contractors (“**User(s)**”) to access the Service. Each User must be bound in writing to confidentiality obligations that are no less restrictive than those set forth herein, and that are sufficient to permit Customer to fully perform its obligations under this Agreement. Customer shall undergo the initial setup and training as set forth in the Implementation inclusion sheet provided with the Quote. The Implementation sheet provides a detailed list of the services included as part of the implementation purchased and the corresponding timelines. If Customer fails to complete the Implementation process within the sixty (60) day timeframe, Customer must purchase any additional implementation services. Customer shall be responsible for: (i) ensuring that Users maintain the confidentiality of all User login and password information; (ii) ensuring that Users use the Service in accordance with all applicable laws and regulations, including those relating to use of personal information; (iii) any breach of the terms of this Agreement by any User; and (iv) all communications by Users using the Service. Customer shall promptly notify Everbridge if it becomes aware of any User action or omission that would constitute a breach or violation of this Agreement.

**3.2 Customer Data.** “**Customer Data**” is all electronic data transmitted to Everbridge in connection with the use of the Service. Customer Data provided by Customer shall be true, accurate, current and complete, and shall be in a form and format specified by Everbridge. Customer shall have sole

responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data. By purchasing the Service, Customer represents that it has the right to authorize and hereby does authorize Everbridge and its “**Service Providers**” to collect, store and process Customer Data subject to the terms of this Agreement. “**Service Providers**” shall mean communications carriers, data centers, collocation and hosting services providers, and content and data management providers that Everbridge uses in providing the Service. Customer shall maintain a copy of all Customer Data for its Contacts that it provides to Everbridge. Customer acknowledges that the Service is a passive conduit for the transmission of Customer Data and Everbridge shall have no liability for any errors or omissions or for any defamatory, libelous, offensive or otherwise objectionable or unlawful content in any Customer Data, or for any losses, damages, claims, suits or other actions arising out of or in connection with any Customer Data sent, accessed, posted or otherwise transmitted via the Service.

**4. TERM.** This Agreement will commence on the Effective Date and will continue in full force and effect until all executed Quotes have terminated, unless otherwise terminated in accordance with the termination rights set forth in this Agreement. If at the end of the applicable Quote, Customer intends to renew the Agreement, but has not provided a timely executed written renewal prior to the end of such term, then Everbridge, in its sole discretion, shall continue the Service(s) hereunder for thirty (30) days (the “**Grace Period**”) in order to secure an executed renewal by Customer, provided that Customer shall pay to Everbridge the annual fee then in effect divided by twelve (12) (the “**Monthly Holdover Fee**”). The Grace Period is provided to Customer as a courtesy so that Services will not be terminated prior to the execution of a renewal. Due to insurance and liability reasons Everbridge can only provide one Grace Period and will charge the Monthly Holdover Fee. The Monthly Holdover Fees are instituted in order to protect Customer from termination or suspension of the Services, but to insure that timely renewals are entered into. Monthly Holdover Fees shall not be returned or refunded to the Customer as a credit towards any renewal

**5. TERMINATION; SUSPENSION.**

**5.1 Termination by Either Party.** Either Party may terminate this Agreement upon the other Party’s material breach of this Agreement, provided that (i) the non-breaching Party sends written notice to the breaching Party describing the breach in reasonable detail; (ii) the breaching Party does not cure the breach within thirty (30) days following its receipt of such notice (the “**Notice Period**”); and (iii) following the expiration of the Notice Period, the non-breaching Party sends a second written notice to the breaching Party indicating its election to terminate this Agreement.

**5.2 Termination by Everbridge.** If Customer fails to pay any amounts due within thirty (30) days of their due date, Everbridge may terminate this Agreement or suspend the Service in Everbridge’s sole discretion. Termination for non-payment shall not relieve Customer of its outstanding obligations (including payment) under this Agreement. If Everbridge suspends the Service, Customer’s account shall not be reactivated until Customer is in compliance with this Agreement and has paid all past due amounts plus a reconnection fee of \$1,000



**5.3 Suspension.** Everbridge may suspend, with or without notice, the Service or any portion for (i) emergency network repairs, threats to, or actual breach of network security; (ii) any violation by Customer of Section 3.2 or 6.2; or (iii) any legal, regulatory, or governmental prohibition affecting the Service. In the event of a suspension under (i) or (iii), Everbridge shall use its best efforts to reactive any affected portion of the Service as soon as possible.

## 6. PROPRIETARY RIGHTS.

**6.1 Grant of License.** Everbridge hereby grants to Customer, during the term of this Agreement, a non-exclusive, non-transferable, non-sublicensable right to use the Service subject to the terms and conditions of this Agreement. Upon suspension of the Service or termination of this Agreement for any reason, the foregoing license shall terminate automatically and Customer shall discontinue all further use of the Service.

**6.2 Restrictions.** Customer shall use the Service solely for its internal business purposes and shall not make the Service available to, or use the Service for the benefit of, any third party except as expressly contemplated by this Agreement. Customer shall not: (i) copy, modify, reverse engineer, de-compile, disassemble or otherwise attempt to discover or replicate the computer source code and object code provided or used by Everbridge in connection with delivery of the Service (the “**Software**”) or create derivative works based on the Software, the Service or any portion thereof; (ii) merge any of the foregoing with any third party software or services; (iii) use any Everbridge Confidential Information to create a product that competes with the Software; (iv) remove, obscure or alter any proprietary notices or labels on the Software or any portion of the Service; (v) create internet “links” to or from the Service, or “frame” or “mirror” any content forming part of the Service, other than on Customer’s own intranets for its own internal business purposes; (vi) use, post, transmit or introduce any device, software or routine (including viruses, worms or other harmful code) which interferes or attempts to interfere with the operation of the Service; (vii) use the Service in violation of any applicable law or regulation; or (viii) access the Service for purposes of monitoring Service availability, performance or functionality, or for any other benchmarking or competitive purposes.

**6.3 Reservation of Rights.** Other than as expressly set forth in this Agreement, Everbridge grants to Customer no license or other rights in or to the Service, the Software or any other proprietary technology, material or information made available to Customer through the Service or otherwise in connection with this Agreement (collectively, the “**Everbridge Technology**”), and all such rights are hereby expressly reserved. Everbridge (or its licensors where applicable) owns all rights, title and interest in and to the Service, the Software and any Everbridge Technology, and all patent, copyright, trade secret and other intellectual property rights (“**IP Rights**”) therein, as well as (i) all feedback and other information (except for the Customer Data) provided to Everbridge by Users, Customer and Contacts, and (ii) all transactional, performance and derivative data and metadata generated in connection with the Services.

## 7. CONFIDENTIAL INFORMATION.

**7.1 Definition; Protection.** As used herein, “**Confidential Information**” means all information of a Party (“**Disclosing Party**”) disclosed 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. Confidential Information includes without limitation, any personally identifiable Customer Data, all Everbridge Technology, and either Party’s business and marketing plans, technology and technical information, product designs, reports and business processes. Confidential Information 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; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose other than performance or enforcement of this Agreement without the Disclosing Party’s prior written consent, unless (but only to the extent) otherwise required by a governmental authority. Each Party agrees to protect the Confidential Information of the other Party with the same level of care that it uses to protect its own confidential information, but in no event less than a reasonable level of care. Without limiting the foregoing, this Agreement and all terms hereof shall be Everbridge’s Confidential Information.

## 8. WARRANTIES; DISCLAIMER.

**8.1 Everbridge Warranty.** Everbridge shall use commercially reasonable efforts to provide the Services herein contemplated. To the extent the Quote provides for any professional services, Everbridge shall perform them in a professional manner consistent with industry standards. THE FOREGOING REPRESENT THE ONLY WARRANTIES MADE BY EVERBRIDGE HEREUNDER AND EVERBRIDGE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

**8.2 Disclaimer.** THE SERVICE IS PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS. NEITHER EVERBRIDGE NOR ITS LICENSORS WARRANT THAT THE SERVICE WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL EVERBRIDGE HAVE ANY LIABILITY TO CUSTOMER, USERS, CONTACTS OR ANY THIRD PARTY FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING FROM FAILURE OF THE SERVICE TO DELIVER AN ELECTRONIC COMMUNICATION, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF EVERBRIDGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

**8.3 Customer Representations and Warranties.** Customer represents and warrants that during use of the Service, Customer shall (i) clearly and conspicuously notify Contacts of the way in which their personal information shall be used, and (ii) have primary safety and emergency response procedures including, without limitation, notifying 911 or equivalent fire, police, emergency medical and public health officials (collectively, “**First Responders**”). Customer acknowledges and agrees that Everbridge is not a First Responder, and that the Service does not serve as a substitute for Customer’s own emergency response plan, which in the

event of an actual or potential imminent threat to person or property, shall include contacting a First Responder prior to using the Service. Customer represents and warrants that all communications utilizing the Service shall be sent by authorized Users, and that the collection, storage and processing of Customer Data, and the use of the Service, as provided in this Agreement, will at all times comply with (x) Customer's own policies regarding privacy and protection of personal information; and (y) all applicable laws and regulations, including those related to processing, storage, use, disclosure, security, protection and handling of Customer Data.

## 9. INDEMNIFICATION.

**9.1 By Customer.** Customer shall defend, indemnify and hold Everbridge harmless against any loss or damage (including reasonable attorneys' fees) incurred in connection with any claim, suit or proceeding ("**Claim**") arising out of Customer's breach of the tax provisions in Section 2 and any breach by Customer of Sections 3, 6 or 8.3.

**9.2 By Everbridge.** Everbridge shall defend, indemnify and hold Customer harmless from and against any Claim against Customer, but only to the extent it is based on a Claim that the Service directly infringes an issued patent or other IP Right in a country in which the Service is actually provided to Customer. In the event Everbridge believes any Everbridge Technology is, or is likely to be the subject of an infringement claim, Everbridge shall have the option, at its own expense, to: (i) to procure for Customer the right to continue using the Service; (ii) replace same with a non-infringing service; (iii) modify such Service so that it becomes non-infringing; or (iv) refund any fees paid to Everbridge and terminate this Agreement without further liability. Everbridge shall have no liability for any Claim arising out of (w) Customer Data or other Customer supplied content, (x) use of the Service or Software in combination with other products, equipment, software or data not supplied by Everbridge, (y) any use, reproduction, or distribution of any release of the Service or Software other than the most current release made available to Customer, or (z) any modification of the Service or Software by any person other than Everbridge.

**10. LIMITATION OF LIABILITY.** Except for breaches of Section 6, neither Party shall have any liability to the other Party for any loss of use, interruption of business, lost profits, costs of substitute services, or for any other indirect, special, incidental, punitive, or consequential damages, however caused, under any theory of liability, and whether or not the Party has been advised of the possibility of such damage. Notwithstanding anything in this Agreement to the contrary, in no event shall Everbridge's aggregate liability, regardless of whether any action or claim is based on warranty, contract, tort, indemnification or otherwise, exceed amounts actually paid by Customer to Everbridge hereunder during the 12 month period prior to the event giving rise to such liability. Customer understands and agrees that these liability limits reflect the allocation of risk between the Parties and are essential elements of the basis of the bargain, the absence of which would require substantially different economic terms.

## 11. MISCELLANEOUS.

**11.1 Non-Solicitation.** As additional protection for Everbridge's proprietary information, for so long as this Agreement remains in effect, and for one year thereafter, Customer agrees that it shall not, directly or indirectly, solicit, hire or attempt to solicit any employees of Everbridge;

provided, that a general solicitation to the public for employment is not prohibited under this section. In the event that Customer hires any such employee (whether as an employee, consultant or otherwise) in violation of this section, Customer shall pay to Everbridge an amount equal to 100% of the total first-year compensation which Customer pays such individual as a fee, salary, or other compensation.

**11.2 Force Majeure; Limitations.** Everbridge shall not be responsible for performance under this Agreement to the extent precluded by circumstances beyond Everbridge's reasonable control, including without limitation acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, labor problems, computer, telecommunications, Internet service provider or hosting facility failures, or delays involving hardware, software or power systems, and network intrusions or denial of service attacks. The Service delivers information for supported Contact paths to public and private networks and carriers, but cannot guarantee delivery of the information to the recipients. Final delivery of information to recipients is dependent on and is the responsibility of the designated public and private networks or carriers. Customer acknowledges and agrees that territories outside the U.S. and Canada may have territorial restrictions resulting from applicable law, telecommunications or internet infrastructure limitations, telecommunications or internet service provider policies, or communication device customizations that may inhibit or prevent the delivery of certain SMS, text or other notifications, or restrict the ability to place or receive certain calls such as outbound toll free calls. Everbridge shall have no liability to the extent such restrictions impede the Service.

**11.3 Waiver; Severability.** The failure of either Party hereto to enforce at any time any of the provisions or terms of this Agreement shall in no way be considered to be a waiver of such provisions. If any provision of this Agreement is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision shall, to the extent required, be deemed deleted and the remaining provisions shall continue in full force and effect.

**11.4 Assignment.** Neither this Agreement nor any rights granted hereunder may be sold, leased, assigned (including an assignment by operation of law), or otherwise transferred, in whole or in part, by Customer, and any such attempted assignment shall be void and of no effect without the advance written consent of Everbridge, which shall not be unreasonably withheld.

**11.5 Governing Law; Attorney's Fees.** This Agreement shall be governed and construed in accordance with the laws of the State of Delaware, without regard to its conflicts of laws rules. The prevailing party in any action arising out of this Agreement shall be entitled to its reasonable attorneys' fees and costs.

**11.6 Notices.** All notices, consents and approvals under this Agreement must be delivered in writing (i) by courier or (ii) by certified or registered mail, (postage prepaid and return receipt requested) to the other Party at the address set forth below, and will be effective upon receipt or three business days after being deposited in the mail as required above, whichever occurs sooner. Either Party may change its address by giving notice as provided herein. Annual invoices shall be sent to the Customer's contact and address following Customer's signature below. Either party may give notice at any time by any of the following: letter delivered by (i) nationally recognized overnight delivery service; (ii) first class

postage prepaid mail; or (iii) certified or registered mail, (certified and first class mail deemed given following 2 business days after mailing) to the other party at the address set forth below. Either Party may change its address by giving notice as provided herein. Invoices shall be sent to the Customer's contact and address following Customer's signature below.

**11.7 No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.

**11.8 Entire Agreement.** This Agreement, including its Exhibits and any Quote, constitutes the entire agreement between the Parties and supersedes all other agreements and understandings between the Parties, oral or written, with respect to the subject matter hereof, including any confidentiality agreements. This Agreement shall not be modified or amended except by a writing signed by both Parties. ANY NEW TERMS OR CHANGES INTRODUCED IN A PURCHASE ORDER OR OTHER DOCUMENT ARE VOID AND OF NO FORCE OR EFFECT. EVERBRIDGE'S ACKNOWLEDGEMENT OF RECEIPT OF SUCH DOCUMENT OR ACCEPTANCE OF PAYMENT SHALL NOT CONSTITUTE AGREEMENT TO ANY TERMS OTHER THAN THOSE SET FORTH IN THIS AGREEMENT.

**11.9 Marketing.** Customer consents to Everbridge referencing Customer's name and logo as an Everbridge customer in Everbridge publications, its website and in other marketing materials.

**11.10 Survival.** Sections 2, 3.2, 5.2, 6, 7, 9-11 and the applicable provisions of Exhibit A shall survive the expiration or earlier termination of this Agreement.

**11.11 Counterparts.** This Agreement may be executed in one or more counterparts, all of which together shall constitute one original document. A facsimile transmission or copy of the original shall be as effective and enforceable as the original.

**11.12 Export Compliant.** Neither Party shall export, directly or indirectly, any technical data acquired from the other pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be duly executed as of the date set forth below.

**EVERBRIDGE, INC.**

**CUSTOMER:** \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Address:  
500 N. Brand Blvd., Suite 1000  
Glendale, CA 91203

**Customer's address for legal notices:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**For legal notice:**  
Attention: Legal Department

Attn: \_\_\_\_\_

**Customer's address for billing:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_  
Email for billing: \_\_\_\_\_  
Telephone number: \_\_\_\_\_

Additional Business Terms

The following additional business terms are incorporated by reference into the Agreement as applicable based on the particular products and services described in the Customer's Quote.

**"Data Feed"** means data content licensed by third parties to Everbridge and supplied to Customer through the Service (e.g., real time weather system information and warnings, and third party maps).

**"Everbridge Units"** means the unit of usage expended in connection with Premium Features.

**"Premium Features"** means the products and services listed on the Premium Feature List attached to the Quote.

- 1. Premium Features; Everbridge Units.** On or before the Effective Date, Customer shall advise Everbridge how many Everbridge Units are to be allocated to each of the Premium Features Customer has ordered, and no change shall be made in such allocation during the first three months of the first Term Year. Thereafter, Customer may change the allocation of Everbridge Units among Premium Features no more than once every three months, or whenever Customer purchases additional Everbridge Units. Unused Everbridge Units expire one year from date of purchase or upon termination of this Agreement, whichever occurs first, and are not refundable.
- 2. Purchase of Data Feeds; Other Data.** Notwithstanding anything to the contrary in this Agreement, to the extent that Customer has purchased or accesses Data Feeds, such feeds are provided solely on an "AS IS" and "AS AVAILABLE" basis and the sole and exclusive remedy for any failure, defect, or inability to access such Data Feed shall be to terminate the Data Feed with no further payments due. No refunds shall be granted with respect to such Data Feed. In addition, to the extent Customer has purchased a feature that allows Customer to monitor, and utilize information and data from other sources not supplied by Everbridge directly (e.g., Twitter) (collectively "**Other Data**"), Everbridge disclaims any and all liability of any kind or nature resulting from any inaccuracies or failures with respect to any such Other Data.

## Instructions for Organizations Applying for Access to IPAWS-OPEN

1. Review the following eligibility criteria to determine if your organization and interoperable software system qualify for access to IPAWS-OPEN:

- State, local, tribal, territorial, or federal governmental organization of the United States.
- The interoperable software developer has executed an MOA with FEMA for system testing. See the IPAWS-OPEN Developers list posted at <http://www.fema.gov/library/viewRecord.do?id=5670>

2. If your organization and interoperable software system meet the criteria, complete the Memorandum of Agreement (MOA) application form and return to [ipaws@dhs.gov](mailto:ipaws@dhs.gov). Please indicate "Operational COG Application" in the subject line of your email.

3. Notes on the MOA Application

a. Name of Sponsoring Eligible Organization: This organization must meet the eligibility criteria above and be responsible for ensuring the provisions of the MOA and accompanying Rules of Behavior are enforced. A Collaborative Operating Group (COG) is a term used by IPAWS to designate an organization that is responsible for coordinating emergency management or incident response activities. A COG may have members from multiple organizations (e.g., a regional mutual aid organization); however, an official Sponsoring Organization must execute the MOA on behalf of the COG membership.

b. Name and Title of individual who will sign the MOA on behalf of the Sponsoring Organization: The person who will execute the MOA on behalf of the Sponsoring Organization should be an individual who has the authority to enter agreements with the United States government on behalf of the organization.

c. Primary Point of Contact Information: This information pertains to the individual completing the application on behalf of the Sponsoring Organization. An official email address must be provided.

d. Alternate Point of Contact Information: This information will be only used by FEMA in the event the Primary Point of Contact cannot be reached.

e. Technical Point of Contact Information: This information pertains to the individual who is responsible for system administration for the Sponsoring Organization.

f. System Information: Three blank forms are provided to complete interoperable system information, which will be used to populate Appendix A of the MOA. Complete one form for each interoperable system as needed. (E.g., if only one interoperable system is used, complete only one form. If additional forms are required, contact the FEMA IPAWS MOA Coordinator.) If necessary, consult your system vendor/developer to ensure accuracy of the information. Vendor/developer contact information will only be used in the event that technical clarification is required.

4. Next Steps

Once the application has been submitted to the FEMA IPAWS MOA Coordinator, the MOA will be prepared and returned to the Primary Point of Contact for signature and return by the Sponsoring Organization. It will then be routed to the FEMA IPAWS-OPEN System Owner. Once executed, a COG ID and digital certificate will be generated and implemented in IPAWS-OPEN. A copy of the executed MOA, COG ID, and digital certificate will be returned to the Primary Point of Contact.

**Application for Memorandum of Agreement (MOA) between  
FEMA and Collaborative Operating Group (COG)  
for Access to IPAWS-OPEN by Interoperable Software System(s)**

**Name of Sponsoring Eligible Organization:**

\_\_\_\_\_

*Individual who will sign the MOA on behalf of the Sponsoring Eligible Organization*

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

*Primary Point of Contact*

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Email:** \_\_\_\_\_ **Telephone:** \_\_\_\_\_

**Organization:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip Code** \_\_\_\_\_

*Alternate Point of Contact*

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Email:** \_\_\_\_\_ **Telephone:** \_\_\_\_\_

**Organization:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip Code** \_\_\_\_\_

*Technical Point of Contact*

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Email:** \_\_\_\_\_ **Telephone:** \_\_\_\_\_

**Organization:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip Code** \_\_\_\_\_

## Interoperable System 1

*(The following information will be used to populate Appendix A of the MOA. Please complete one form for each interoperable system connecting to IPAWS-OPEN.)*

### Name of Interoperable Software System:

Everbridge

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### Function:

Is this system intended to be used to issue public alerts for dissemination over the Emergency Alert System (EAS), the Commercial Mobile Alert System (CMAS) and/or National Weather Service dissemination systems (HazCollect) via IPAWS-OPEN?                      Yes              No

*(Briefly describe the purpose of the system.)*

Send public alerts for major events for dissemination to CMAS

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### Host Server Location:

Burbank, California; Denver, Colorado; Amazon West Northern California

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### Type of Third Party Software System:

Commercial Off the Shelf Software (COTS)              Company: \_\_\_\_\_

Custom Designed Software                                      Company: \_\_\_\_\_

Other      If "Other", please describe:

Internet-based SaaS mass notification application. See [www.everbridge.com](http://www.everbridge.com)

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### Data Sensitivity: *(Note: Classified systems cannot be connected to IPAWS-OPEN)*

Interoperable System 1 does not contain classified data. I understand that IPAWS-OPEN system data is considered Sensitive But Unclassified (SBU) and this level of security is adequate for our requirements. I also understand that Law Enforcement Sensitive or Sensitive Personally Identifiable Information (SPII) (such as Social Security Numbers) should not be passed through IPAWS-OPEN.

### Data Description: *(Describe only data that will be relayed to or retrieved from IPAWS-OPEN.)*

Data is comprised of emergency public alert messages.

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### Vendor/Developer Contact Information:

Name: Frank Basso                                      Title: VP SaaS Operations

Email: everbridge\_ipaws\_alerts@everbridge.com              Telephone: 818.230.9700

## Interoperable System 2

*(The following information will be used to populate Appendix A of the MOA. Please complete one form for each interoperable system connecting to IPAWS-OPEN.)*

**Name of Interoperable Software System:**

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**Function:**

Is this system intended to be used to issue public alerts for dissemination over the Emergency Alert System (EAS), the Commercial Mobile Alert System (CMAS) and/or National Weather Service dissemination systems (HazCollect) via IPAWS-OPEN?                      Yes                      No

*(Briefly describe the purpose of the system.)*

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**Host Server Location:**

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**Type of Third Party Software System:**

Commercial Off the Shelf Software (COTS)                      Company: \_\_\_\_\_

Custom Designed Software                      Company: \_\_\_\_\_

Other      If "Other", please describe:

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**Data Sensitivity:** *(Note: Classified systems cannot be connected to IPAWS-OPEN)*

Interoperable System 2 does not contain classified data. I understand that IPAWS-OPEN system data is considered Sensitive But Unclassified (SBU) and this level of security is adequate for our requirements. I also understand that Law Enforcement Sensitive or Sensitive Personally Identifiable Information (SPII) (such as Social Security Numbers) should not be passed through IPAWS-OPEN.

**Data Description:** *(Describe only data that will be relayed to or retrieved from IPAWS-OPEN.)*

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**Vendor/Developer Contact Information:**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Telephone: \_\_\_\_\_



### Interoperable System 3

*(The following information will be used to populate Appendix A of the MOA. Please complete one form for each interoperable system connecting to IPAWS-OPEN.)*

**Name of Interoperable Software System:**

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**Function:**

Is this system intended to be used to issue public alerts for dissemination over the Emergency Alert System (EAS), the Commercial Mobile Alert System (CMAS) and/or National Weather Service dissemination systems (HazCollect) via IPAWS-OPEN?                      Yes              No

*(Briefly describe the purpose of the system.)*

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**Host Server Location:**

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**Type of Third Party Software System:**

Commercial Off the Shelf Software (COTS)              Company: \_\_\_\_\_

Custom Designed Software                                      Company: \_\_\_\_\_

Other      If "Other", please describe:

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**Data Sensitivity:** *(Note: Classified systems cannot be connected to IPAWS-OPEN)*

Interoperable System 3 does not contain classified data. I understand that IPAWS-OPEN system data is considered Sensitive But Unclassified (SBU) and this level of security is adequate for our requirements. I also understand that Law Enforcement Sensitive or Sensitive Personally Identifiable Information (SPII) (such as Social Security Numbers) should not be passed through IPAWS-OPEN.

**Data Description:** *(Describe only data that will be relayed to or retrieved from IPAWS-OPEN.)*

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*Vendor/Developer Contact Information:*

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Telephone: \_\_\_\_\_

**IPAWS Addendum  
to  
Everbridge, Inc. Service Agreement**

This Addendum to the Everbridge Service Agreement ("Addendum") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between Everbridge, Inc., a Delaware corporation ("Everbridge"), and \_\_\_\_\_ ("Customer"). Everbridge and Customer entered into an Everbridge Service Agreement effective \_\_\_\_\_, 20\_\_ ("Agreement"). All capitalized terms used herein without definition shall have their respective meanings set forth in the Agreement.

WHEREAS, Customer desires to access the Integrated Public Alert Warning System ("IPAWS") Open Platform for Emergency Networks through the Everbridge mass notification services;

WHEREAS, the Parties desire to reflect the additional terms and conditions on which Customer will have such access;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth below, and other good and valuable consideration, the Parties agree to amend the Agreement as follows:

1. **IPAWS Authorization:** Customer represents and warrants to Everbridge that any employee, agents, or representatives of Customer who access IPAWS-OPEN using Customer's credentials provided by FEMA (each, an "IPAWS User"), are authorized by FEMA to use IPAWS-OPEN, have completed all required training, and Customer has executed an IPAWS Memorandum of Agreement ("MOA") with FEMA. Customer shall contact Everbridge immediately upon any change in Customer or any IPAWS User's right to access IPAWS-OPEN. Customer shall only access IPAWS-OPEN using its designated credentials and FEMA issued digital certificate ("Digital Certificate"). Customer acknowledges and agrees that Everbridge shall not have access to its credentials and that Customer assumes full responsibility for maintaining the confidentiality of any credentials issued to it. Customer shall be solely responsible for any and all claims, damages, expenses (including attorneys' fees and costs) that arise from any unauthorized use or access to IPAWS-OPEN.
2. **Credentials:** Customer shall load and maintain within its Everbridge account Organization, its Digital Certificate, COG ID, and Common Name. Customer authorizes and requests Everbridge to use the foregoing stored information to connect Customer to IPAWS-OPEN.
3. **Messaging:** Customer acknowledges and agrees that: (i) upon submission of messages to IPAWS-OPEN, Everbridge shall have no further liability for the distribution of such message, and that the distribution through IPAWS-OPEN, including, but not limited to, delivery through the Emergency Alert System or the Commercial Mobile Alert System, is in no way guaranteed or controlled by Everbridge; (ii) Everbridge shall not be liable as a result of any failure to receive messages distributed through IPAWS-OPEN; (iii) IPAWS may include additional features not supported through the Everbridge system, and Everbridge shall not be required to provide such additional features to Customer; and (iv) Customer shall be solely responsible and liable for the content of any and all messages sent through IPAWS-OPEN utilizing its access codes.
4. **Term:** Customer acknowledges and agrees that access to IPAWS-OPEN shall be available once Customer has provided Everbridge with the Digital Certificate and any other reasonably requested information to verify access to the system. Upon termination of the Agreement access to IPAWS-OPEN shall immediately terminate. In addition, Everbridge may immediately terminate, without liability, access to IPAWS-OPEN, if Customer breaches this Addendum, the MOA, or FEMA changes the IPAWS-OPEN system so that it materially change the business terms and/or feasibility for Everbridge to provide such access.
5. **Remaining Terms.** All other terms and conditions of the Agreement remain in full force and effect as amended by this Amendment.
6. **Authority.** Customer represents and warrants that it has all necessary legal authority to enter into this Addendum for itself and on behalf of any of its affiliates that are parties to the Agreement or that have been using the Services under the Agreement.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

**EVERBRIDGE, INC.**

**CUSTOMER:** \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_