

RESOLUTION No.17-57

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING A MEMORANDUM OF AGREEMENT WITH ALERTFLORIDA TO PARTICIPATE IN THE ALERTFLORIDA NOTIFICATION SYSTEM; AUTHORIZING THE CITY MANAGER TO EXECUTE SAME; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, pursuant to Florida Statutes § 252.35(2)(a)(6), the State of Florida, through the Division of Emergency Management (“DEM”), developed AlertFlorida, a system of communications and warning to ensure that the state's population and emergency management agencies are warned of developing emergency situations and can communicate emergency response decisions; and

WHEREAS, all political subdivisions in the State, including, without limitation, municipalities, are eligible to use the notification services provided under the contract at no cost; and

WHEREAS, the City of Doral (the “City”) previously used the Code-Red Alert System at a cost of \$24,000.00 per year; and

WHEREAS, City staff desires to use AlertFlorida in the same manner as Code-Red Alert system, including notifying the public via text, alert voice, and/o email address of major traffic accidents, road closures, and emergencies that may occur in the City, as well as inclement severe weather; and

WHEREAS, the City anticipates using AlertFlorida and Intelligent system concurrently to ensure important notices reach the largest audience; and

WHEREAS, in order to participate in and with the AlertFlorida, the State is requiring the City to approve and execute a Memorandum of Agreement with the DEM, in

substantially the form attached hereto as Exhibit "A" ("MOA"), which is attached hereto and made a part hereof by this reference; and

WHEREAS, the Mayor and City Council find that entering into the MOA and making use of AlertFlorida is in the best interest of the community furthering a mission of the City to protect and preserve the health, safety, and welfare of the community.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Approval. The Memorandum of Agreement, attached hereto in Exhibit "A", for the City to participate in and with, and make use of, AlertFlorida is hereby approved.

Section 3. Authorization. The City Manager is hereby authorized to execute the MOA, subject to approval by the City Attorney as to form and legal sufficiency, to participate in the AlertFlorida system

Section 4. Implementation. The City Manager and City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Councilmember Fraga who moved its adoption. The motion was seconded by Councilmember Rodriguez and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Pete Cabrera	Not Present at Time of The Vote
Councilwoman Christi Fraga	Yes
Councilwoman Claudia Mariaca	Yes
Councilwoman Ana Maria Rodriguez	Yes

PASSED AND ADOPTED this 12 day of April, 2017.



JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CONNIE DIAZ, CMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



WEISS, SEROTA, HELFMAN, COLE & BIERMAN, P.L.
CITY ATTORNEY

EXHIBIT “A”

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

Contract Number: 16-PG-E4-13-00-22-379

CONTRACT

THIS AGREEMENT is entered into by and between the State of Florida, Division of Emergency Management, (hereinafter, "Division"), and Everbridge, Inc., a Delaware Corporation (hereinafter, "Contractor"), an entity duly authorized to conduct business in the State of Florida. For the purposes of this Agreement, the term "Division" includes the Florida Division of Emergency Management ("DEM") as well as the Florida State Emergency Response Team ("SERT"). In consideration of the mutual promises contained in this Agreement, the parties agree as follows:

1. PURPOSE OF THE AGREEMENT

- A. The purpose of this Agreement is to provide products and/or services as described in the Scope of Work attached hereto as Exhibit "A" and made part hereof.
- B. No work shall commence until both parties have signed the Agreement.
- C. In order of precedence, the parties agree to remain bound by the following:
 - 1) The express terms of this Agreement, minus Exhibits;
 - 2) State of Florida PUR 1000 General Contract Conditions;
 - 3) Exhibit A "Scope of Work";
 - 4) Exhibit B "Price Sheet";
 - 5) Exhibit C "Method of Compensation";
 - 6) Exhibit D "Federal Funding Terms and Conditions";
 - 7) Exhibit E "Core Platform Agreement"; and, then
 - 8) Exhibit F "Acceptable Use Policy."

2. TERM

- A. The term shall begin upon execution of the Agreement by both parties and, unless terminated earlier in accordance with the provisions of section 8 of this Agreement, shall end on June 30th, 2016. If agreed upon by both parties in writing, this Agreement may be renewed subject to the renewal year prices established in Exhibit B. No renewal period shall exceed 12 months, and this Agreement shall not be renewed more than three times. When combined, the three renewal periods shall not exceed 36 months.
- B. If the parties relied upon a State Term Contract in order to enter into this Agreement, then: (1) any renewal or extension shall not exceed the expiration of the underlying State Term Contract by more than twelve (12) months; and, (2) no renewal or

extension shall occur if the underlying State Term Contract expires prior to the effective date of any renewal or extension.

- C. In accordance with section 287.057(13), Florida Statutes, and subject to the limitations outlined above in subparagraph 2.B. of this Agreement, the Division and the Contractor may renew this Agreement, in whole or in part, for a period that may not exceed three (3) years or the term of this Agreement, whichever is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. Additionally, any renewal: must be in writing and signed by both parties; is contingent upon satisfactory performance evaluations; and, is subject to availability of funds.

3. PERFORMANCE

- A. Time is of the essence with regard to each and every obligation of the Contractor. Each such obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.
- B. The Contractor shall immediately notify the Division in writing if its ability to perform is compromised in any manner during the term of this Agreement.
- C. The Contractor agrees to perform all tasks and provide deliverables as set forth in the Scope of Work and all contractual documents attached to this Agreement. The Division shall be entitled at all times to be advised, at its request, as to the status of work being done by the Contractor and of the details thereof. Coordination shall be maintained by the Contractor with representatives of the Division, or of other agencies interested in the project on behalf of the Division.
- D. The Division reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of the Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.
- E. Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.
- F. If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, then the Contractor shall immediately notify the Division in writing, indicating the specific restriction. The Division reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Division.

4. COMPENSATION AND PAYMENT

- A. The total funding amount of this Agreement for the purchase of commodities or the performance of services as described in Exhibit "A" of this agreement is shown in Exhibit "C".
- B. As required by section 287.0582, Florida Statutes, if this Agreement binds the Division for the purchase of services or tangible personal property for a period in excess of one fiscal year, "The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature."
- C. The parties acknowledge that Agency payments required pursuant to the terms of this Agreement are subject to and contingent upon the review and approval of the Chief Financial Officer pursuant to his authority as set forth in Article IV, Section 4 of the Florida Constitution ("The chief financial officer shall serve as the chief fiscal officer of the state, and shall settle and approve accounts against the state, and shall keep all state funds and securities.") as well as section 17.03, Florida Statutes ("The Chief Financial Officer of this state, using generally accepted auditing procedures for testing or sampling, shall examine, audit, and settle all accounts, claims, and demands, whatsoever, against the state, arising under any law or resolution of the Legislature, and issue a warrant directing the payment out of the State Treasury of such amount as he or she allows thereon.").
- D. Travel expenses are not reimbursable unless specifically authorized in writing, and shall be reimbursed only in accordance with section 112.061, Florida Statutes.
- E. The Contractor will be paid upon submission of properly certified invoice(s) to the Division after delivery and acceptance of commodities or services is confirmed in writing by the Division. Invoices shall contain detail sufficient for a proper pre-audit and post audit thereof and shall contain any Purchase Order and the Vendor's Federal Employer Identification Number or Social Security Number.
- F. No payment requirements shall start until a properly completed invoice is provided to the Division, inspected, and approved. Invoices that must be returned to the Contractor due to preparation errors will result in a delay in payment.
- G. The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages.
- H. The Contractors providing goods and services to the Division should be aware of the following time frames:
 - 1) Pursuant to section 215.422(1), Florida Statutes, an invoice submitted to the Division shall be recorded in the financial systems of the State, approved for payment by the Division, and filed with the Chief Financial Officer not later than 20 days after receipt of the invoice and receipt, inspection, and approval of the goods or services, except that in the case of a bona fide dispute the invoice recorded in the financial systems of the State shall contain a statement of the dispute and authorize payment only in the amount not disputed.

- 2) Unless the procurement solicitation or this Agreement states otherwise, the Division has five (5) working days to inspect and approve commodities and services. Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at the Contractor's expense. Any resulting increase in cost will be charged against the Contractor.
 - 3) Pursuant to section 215.422(3)(b), Florida Statutes, the Division shall issue payment to the Contractor within forty (40) days after the invoice has been accepted. Failure to issue the warrant within forty (40) days may result in the Division paying interest at the rate established under subsection 55.03(1), Florida Statutes.
- I. **Transaction Fee.** The State of Florida, through the Department of Management Services (DMS), has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to subsection 287.057 (22), Florida Statutes, all payments shall be assessed a transaction fee of one percent (1%), which the Contractors shall pay to the State. On-line filing is available at <http://dms.myflorida.com/mfmp>. For payments within the State accounting system (FLAIR or its successor), the transaction fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall self-report and pay the transaction fee pursuant to rule 60A-1.031 (2), Florida Administrative Code. By submission of these reports and corresponding payments, the Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee. The Contractor shall receive a credit for any transaction fee paid by the Contractor for the purpose of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a transaction fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of this Agreement. Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering procurement costs from the Contractor in addition to all outstanding fees. **A CONTRACTOR'S DELINQUENCY IN PAYING TRANSACTION FEES MAY RESULT IN BEING EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.**
- J. The Contractor shall report and pay the transaction fee on a quarterly calendar basis using the Department of Management Service's Form PUR 3776, which is incorporated by reference. Any misrepresentation shall be punishable under law, including but not limited to: Chapter 817, Florida Statutes.
- K. The Contractor may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Division is responsible for all payments under the Agreement. The Division's failure to pay, or delay in payment, shall not constitute a breach of the Agreement and shall not relieve the Contractor of its obligations to the Division.

- L. A Vendor Ombudsman, whose duties include acting as an advocate for Vendors who may be experiencing problems in obtaining timely payment(s) from an Agency may be contacted at 850-413-5516 or by calling the State Comptroller's Hotline, 1-800-848-3792.
- M. The Division, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Division shall require a statement from the Chief Financial Officer of the Division that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executed only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years.
- N. All refunds or repayments due to the Division under this Agreement shall be made payable to the order of the "Division of Emergency Management" and mailed directly to the attention of: **Cashier, Division Finance, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399**. The Contractor shall also notify the Division Program Manager (identified in section 13. A.) that it has issued a refund to the Division.

5. INDEMNITY AND PAYMENT FOR CLAIMS

- A. **INDEMNITY.** Subject to Section 5.2 of the Core Platform Agreement (Exhibit "E"), the Contractor shall be fully liable for the actions of its agents, employees, partners, assignees, or subcontractors and shall fully indemnify, defend, and hold harmless the State and the Division, and their officers, agents, and employees, from suits, actions, damages, and costs, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the action or inaction of Contractor, its agents, employees, partners, or subcontractors; provided, however, the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Division.

Further, the Contractor shall fully indemnify, defend, and hold harmless the State from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to the Division's misuse or modification of the Contractor's products or the Division's operation or use of the Contractor's products in a manner not contemplated by the Agreement. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Division the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure for the Division the right to continue using the product, the Contractor shall remove the

product, and refund to the Division the amounts paid in excess of a reasonable rental for past use. The Division shall not be liable for any royalties.

The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the Division in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

Any Contractor which is a State agency or subdivision, as defined in section 768.28, Florida Statutes, agrees to be fully responsible for its negligent or tortuous acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Contractor to which sovereign immunity applies.

Nothing herein shall be construed as consent by a State agency or subcontractor of the State of Florida to be sued by third parties in any matter arising out of any contract.

- B. **LIMITATION OF LIABILITY.** For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contained in this agreement.

Unless otherwise specifically enumerated in this Agreement or resulting purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

- C. **PAYMENT OF CLAIMS.** The Contractor guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Contractor or any subcontractor, in connection with the Agreement.

- D. **LIABILITY INSURANCE.** The Contractor shall carry and keep in force during the term of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$150,000.00 per person and \$300,000.00 each occurrence, and property damage insurance of at least \$150,000.00 each occurrence, for the services to be rendered in accordance with this Agreement.

Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor liability and obligations under the Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

- E. **WORKERS COMPENSATION.** The Contractor shall maintain Workers' Compensation insurance as required under the Florida Workers' Compensation Law.

6. COMPLIANCE WITH LAWS:

- A. The laws of the State of Florida shall govern this Agreement. The Division and the Contractor submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to this Agreement. Further, the Contractor hereby waives any and all privileges and rights relating to venue it may have under Chapter 47, Florida Statutes, and any and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. The Contractor hereby submits to venue in the county chosen by the Division, to wit: Leon County, Florida.
- B. The Contractor must be registered with the Florida Department of State, Division of Corporations. Online-filing is available at: <http://www.sunbiz.org>.
- C. The Contractor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement. In accordance with section 119.0701(2), Florida Statutes, the contractor must:
- 1) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
 - 2) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

- 3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - 4) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.
- D. Pursuant to section 287.058(1)(c), Florida Statutes, the Division may unilaterally cancel a contract if the vendor refuses to allow public access to all non-exempt documents, papers, letters, or other material made or received by the contractor in conjunction with the contract.
- E. The Contractor agrees that it shall make no statements, press releases, or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the Division's Contract Manager or the Division's designated contact person and securing prior written consent. The Contractor shall maintain confidentiality of all confidential data, files, and records related to the services and/or commodities provided pursuant to this Agreement and shall comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, Florida Statutes. The Contractor's confidentiality procedures shall be consistent with the most recent version of the Division's security policies, protocols, and procedures. The Contractor shall also comply with any applicable professional standards with respect to confidentiality of information.
- F. The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor shall comply with Section 247A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Pursuant to Section 287.058(1), Florida Statutes, the provisions of Section 287.058(1)(a)-(c), and (i), Florida Statutes, are hereby incorporated by reference, to the extent applicable.
- G. The Contractor should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.
- H. If regulated by the Florida Department of Business and Professional Regulation, the Contractor and its employees shall be bound by the standard of conduct provided in applicable Florida Statutes and applicable rules of the Board of Business and Professional Regulation as they relate to work performed under this Agreement.

The Contractor further covenants and agrees that when a former State employee is employed by the Contractor, the Contractor will require strict adherence by a former State employee to section(s) 112.313 and 112.3185, Florida Statutes, as a condition of employment for said former State employee. These statutes will by reference be made a part of this Agreement as though set forth in full. The Contractor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter for the work performed under this Agreement.

- I. A person or affiliate who has been placed on the convicted Contractor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals or replies on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months following the date of being placed on the convicted Contractor list.
- J. An entity or affiliate who has been placed on the discriminatory Vendor list may not submit a bid, proposal or reply on a contract to provide any goods or service to a public entity, may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals or replies on leases of real property to a public entity, may not be awarded or perform work as a Vendor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.
- K. The Division shall verify the Contractor and any subcontractor's against the Federal Excluded Parties List System to ensure the Contractor or subcontractor is not disbarred or excluded from receiving Federal contracts.
- L. The Contractor shall E-Verify the employment status of all employees and subcontractors to the extent permitted by federal law and regulation. The Division shall consider the employment by any Contractor of unauthorized aliens a violation of section 274A (e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. Furthermore, the Contractor agrees to utilize the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new employees hired during the term of this Agreement for the services specified in this Agreement. The Contractor shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement.
- M. Pursuant to section 216.347, Florida Statutes, the Contractor shall not expend any State funds for the purpose of lobbying the State Legislature, the Judiciary, or an Agency.

- N. In accordance with section 20.055(5), Florida Statutes, the Contractor shall cooperate fully with the Inspector General in any investigation, audit, inspection, review, or hearing conducted pursuant to the Inspector General's statutory authority. Additionally, upon request of the Inspector General or any other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. The Contractor shall retain such records for the longer of: (1) three years after the expiration of the Purchase Order; or, (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.
- O. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

7. COPYRIGHT, PATENT AND TRADEMARK

- A. All plans, specifications, computer files, and reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived from them, which are newly developed by Contractor for the Division and which are deemed "public records" under applicable Florida law shall be the exclusive property of the Division without restriction or limitation on their use and shall be made available, upon request, to the Division at any time during the performance of such services and/or upon completion or termination of this Agreement.
- B. The Contractor shall not copyright any material and products or patent any invention developed under this Agreement. Any and all patent rights and any and all copyright accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. If the Contractor brings to the performance of this

Agreement a pre-existing patent or copyright, the Contractor shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

- C. If any discovery or invention arises or is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with this Agreement, which is newly developed by Contractor for the Division and which is deemed a "public record" under applicable Florida law, the Contractor shall refer the discovery or invention to the Division for a determination whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Contractor shall notify the Division. Any and all copyrights accruing under or in connection with the performance under this Agreement are transferred by the Contractor to the State of Florida.
- D. Within thirty days (30) of execution of this Agreement, the Contractor shall disclose all intellectual properties relevant to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Contractor shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under subsection C, have the right to all patents and copyrights which occur during performance of the Agreement. As provided in Section 3.3 of the Core Platform Agreement, the Division acknowledges that the products and/or services described in the Scope of Work attached hereto as Exhibit "A" and all intellectual property rights therein are the property of the Contractor.

8. SUSPENSION OF WORK AND TERMINATION OF THE AGREEMENT

- A. **SUSPENSION.** The Division may in its sole discretion suspend any or all activities under this Agreement, at any time, when in the best interests of the State to do so. The Division shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to: budgetary constraints; declaration of emergency; or, other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety (90) days, or any longer period agreed to by the Contractor, the Division shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or, (2) terminate the Agreement. Suspension of work shall not entitle the Contractor to any additional compensation.
- B. **TERMINATION FOR CONVENIENCE.** The Division, by written notice to Everbridge, may terminate the contract in whole or in part when the Division determines in its sole discretion that it is in the State's interest to do so. The contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The contractor shall not be entitled to recover any cancellation charges or lost profits. If

the Division terminates this Agreement for convenience, then the Division shall not be entitled to any pro-rata refund for monies previously paid to the Contractor.

- C. **TERMINATION FOR CAUSE.** The Division may terminate the Agreement if the Contractor fails to: (1) deliver the product within the time specified in the Agreement or any extension; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; (4) timely cure a default; or, (5) abide by any statutory, regulatory, or licensing requirement (Rule 60A-1.006 (3), F.A.C., governs the procedure and consequences of default, except that the parties agree that any notices provided by the Division under clause (a) of such Rule shall give the Contractor at least forty five (45) days to correct any default). The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Agreement arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Division. The rights and remedies of the Division in this clause are in addition to any other rights and remedies provided by law or under the Contract.

9. REMEDIES

- A. Any dispute concerning performance of this Agreement shall be decided by the Division's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the Division a petition for administrative hearing. The Division's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.
- B. In the event the Contractor fails to satisfactorily perform or has failed to adhere to the terms and conditions under this Agreement, the Division shall, upon forty-five (45) calendar days written notice to the Contractor and upon the Contractor's failure to cure within those forty five (45) calendar days, exercise any one or more of the following remedies, either concurrently or consecutively:
- 1) Withhold or suspend payment of all or any part of a request for payment.

- 2) Require that the Contractor refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
 - 3) Exercise any corrective or remedial actions, to include but not be limited to:
 - a) Requesting additional information from the Contractor to determine the reasons for or the extent of non-compliance or lack of performance;
 - b) Issuing a written warning to advise that more serious measures may be taken if the situation is not corrected;
 - c) Advising the Contractor to suspend, discontinue or refrain from incurring costs for any activities in question; or,
 - d) Requiring the Contractor to reimburse the Division for the amount of costs incurred for any items determined to be ineligible.
- C. Pursuing any of the above remedies will not keep the Division from pursuing any other rights or remedies which may be otherwise available under law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Contractor, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Contractor.
- D. The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the Contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with this Agreement.
- E. The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Division in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Division. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs,

expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to the Division, in which case the Division may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to the Division with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

10. EMPLOYEES, ASSIGNMENT, AND SUBCONTRACTS

- A. INDEPENDENT CONTRACTOR. The Contractor and its employees, agents, representatives, assignees, and subcontractors are not employees or agents of the Division and are not entitled to the benefits of State of Florida employees. The Division shall not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, assignees, or subcontractors. The Contractor agrees to include this provision in all of its subcontracts under this Agreement.
- B. ALL EMPLOYEES, SUBCONTRACTORS, AND AGENTS. All Contractor employees, assignees, subcontractors, or agents performing work under this Agreement shall be properly trained technicians who meet or exceed any specified training qualifications and shall have all current licenses and permits required for all of the particular work for which they are hired by the Contractor. Upon request, the Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, assignees, subcontractors, or agents performing work under this Agreement must comply with all security and administrative requirements of the Division and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement. If any employee, assignee, subcontractor, or agent furnished by the Contractor requires access to a Division facility in order to perform duties required by this Agreement, then the State may conduct, and the Contractor shall cooperate in, a security background check for such employee, assignee, subcontractor, or agent. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Division's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Agreement. The State may reject and bar from any facility for cause any of the Contractor's employees, assignees, subcontractors, or agents. The Division and the State shall take all actions necessary to ensure that Contractor's employees, assignees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, assignees, subcontractors, and other agents receive benefits and

necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

- C. **CONVICTED AND DISCRIMINATORY VENDORS.** In accordance with sections 287.133 and 287.134, Florida Statutes, an entity or affiliate who is on the Convicted Vendor List or the Discriminatory Vendor List may not perform work as a contractor, supplier, sub-contractor, or consultant under this Agreement.
- D. **WARRANTY TO PERFORM.** The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted or discriminatory vendor lists, or on any similar list maintained by any other state or the federal government.
- E. **ASSIGNMENT.** The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under this Agreement without the prior written consent of the Division; provided that no such consent shall be required in the event of an assignment to an affiliate or to a successor-in-interest to the business of the Contractor resulting from a merger, reorganization, or sale of all or substantially all assets. The Division may assign this Agreement with prior written notice to Contractor.
- F. **SUBCONTRACTS.** The Vendor shall not subcontract any work under this Purchase Order without the prior written consent of the Agency. The Vendor is fully responsible for satisfactory completion of all subcontracted work.

11. MODIFICATION OF CONTRACT

This Agreement contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Division and the Contractor. This Agreement may only be modified or amended upon mutual written agreement of the Division and the Contractor. No oral agreements or representations shall be valid or binding upon the Division or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Division. Neither party may unilaterally modify the terms of this Agreement by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the party's order or fiscal forms or other documents forwarded by the Contractor for payment. A party's acceptance of payment or processing of documentation on forms furnished by the other party for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

12. MONITORING

The Contractor agrees to comply and cooperate with any reasonable monitoring procedures/processes deemed appropriate by the Division or its agents, employees, or designee, including the Florida Chief Financial Officer, or Florida Auditor General. In the event the Division determines that a limited scope audit of the Contractor is appropriate, the Contractor agrees to comply with any additional instruction provided by the Division to the Contractor regarding such audit. The Contractor further agrees to comply and cooperate with any inspection reviews, investigation or audits deemed necessary by the Florida Chief Financial Officer or Florida Auditor General.

Records of costs incurred by the Contractor under terms of this Agreement shall be maintained by the Contractor and made available upon request to the Division at all times during the period of this Agreement. Copies of these documents and records shall be furnished to the Division upon request. Records of costs incurred shall include the Contractor's general accounting records and the project records, together with supporting documents and records of the Contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Division for a proper audit of project costs.

13. NOTICE AND CONTACT

A. Pursuant to section 287.057(14), Florida Statutes, the Division's Contract Manager "shall be responsible for enforcing performance of the contract terms and conditions and [shall] serve as liaison with the [C]ontractor." Additionally, the Contract Manager for the Division shall:

- 1) Monitor and document Contractor performance; and,
- 2) Review and document all deliverables for which the Contractor requests payment.

B. The Division's Contract Manager is Brian Misner.

C. All notices required under the Agreement shall be delivered to the following:

For DIVISION (Contract Manager)	For CONTRACTOR
Brian Misner	Elliot Mark
2555 Shumard Oak Boulevard	25 Corporate Drive, 4 th Floor
Tallahassee, Florida 32399	Burlington, MA 01803
Telephone: 850-922-5332	Telephone: 781-859-4094
Email: brian.misner@em.myflorida.com	Email: Elliot.Mark@everbridge.com

14. MISCELLANEOUS

A. All services shall be performed by the Contractor to the satisfaction of the Division who shall decide all questions, difficulties and disputes of any nature in accordance

with section 9A that may arise under this Agreement, the prosecution and fulfillment of the services under it and the character, quality, and value thereof; and the decision upon all claims, questions and disputes shall be final and binding upon all parties hereto. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable as the work progresses shall be subject to mutual agreement of the parties, and Amendments(s) shall be entered into by the parties in accordance with the changes.

- B. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Division at all times during the period of this Agreement and for five (5) years after completion of the work pursuant to this Agreement. Copies of these documents and records shall be furnished to the Division, its agents, employees or designee, including agents of other State agencies or the Federal government upon request. Records of costs incurred shall include the Contractor's general accounting records and the project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Division for a proper audit of project costs.
- C. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.
- D. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- E. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.
- F. Should a court determine any provision of this Agreement is invalid, the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the provision held to be invalid.
- G. If this Agreement is the result of a formal solicitation (Invitation to Bid, Request for Proposal or Invitation to Negotiate), the Department of Management Services Form(s) PUR1000 and PUR1001, included in the solicitation, are incorporated herein by reference and made part of the Agreement.

Otherwise, the Contractor is subject to the terms and conditions as outlined in Form PUR 1000, incorporated by reference and made part of this Agreement.

- H. The Division may require the Contractor and its employees, agents, representatives and subcontractors to provide fingerprints and be subject to such background screen as determined by the Agency and conducted by the Florida Department of Law

Enforcement or the Federal Bureau of Investigation. The cost of the background screen(s) shall be borne by the Contractor. The Division may require the Contractor to exclude the Contractor's employees, agents, representatives or subcontractors based on the background screening results.

- I. The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.
- J. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Division purchases are independent of the agreement between Division and the Contractor, and the Division shall not be a party to any transaction between the Contractor and any other purchaser.

As provided in Section 287.042(16)(a), Florida Statutes, other state agencies may purchase from the resulting contract, provided that the Department of Management Services has determined that the contract's use is cost-effective and in the best interest of the State. Upon such approval, the Contractor may, at its discretion, sell these commodities or services to additional agencies, upon the terms and conditions contained herein.

- K. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- L. The Division may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of this Agreement. The Division may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Division may solicit separate bids to satisfy them.

15. Additional terms required by 2 C.F.R. §200.326


- A. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clear Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).
- B. Suspension and Debarment.
 - 1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- 2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 3) This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

C. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.


IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and year set forth above.

CONTRACTOR

By:  3/11/2016
 (Authorized Signature) (Date)
JAMES W. EVERSTON
 (Print/Type Name)

Title: CEO

DIVISION OF EMERGENCY MANAGEMENT

By:  3/11/2016
 (Authorized Signature) (Date)
Bryan W Koon
 (Print/Type Name)

Title: Director

Federal Tax ID# 26-2919312

EXHIBIT "A"

SCOPE OF WORK Florida Statewide Emergency Alert and Notification System

1. Purpose

Through this Agreement, the Contractor shall provide the Division with a vendor-hosted, "mass notification" system that will provide statewide alerts for imminent or sudden hazards through the use of:

- Voice telephone calls;
- Text messages;
- Emails;
- Social media; and,
- Telecommunications Device for the Deaf/TeleTYpewriter ("TDD/TTY").

The system shall integrate with the following alert systems:

- The Emergency Alert System ("EAS")¹; and,
- The Integrated Public Alert and Warning System ("IPAWS")².

Additionally, the system shall include the capability to:

- Automatically disseminate weather warnings issued by the National Weather Service ("NWS"); and,
- Communicate in multiple languages.

2. Background

Section 252.35(2)(a)6., Florida Statutes, requires FDEM to "establish a system of communications and warning to ensure that the state's population and emergency management agencies are warned of developing emergency situations and can communicate emergency response decisions."

FDEM already has systems in place to communicate emergency response decisions to other state agencies and to the political subdivisions of this State. However, FDEM does not currently possess a comprehensive, interoperable communication system that can alert

¹ The Emergency Alert System (EAS) is a national public warning system that requires broadcasters, cable television systems, wireless cable systems, satellite digital audio radio service (SDARS) providers, and direct broadcast satellite (DBS) providers to provide the communications capability to the President to address the American public during a national emergency. The system also may be used by state and local authorities to deliver important emergency information, such as AMBER alerts and weather information targeted to specific areas.

² The Integrated Public Alert and Warning System (IPAWS) is a modernization and integration of the nation's alert and warning infrastructure that provides public safety officials with a way to alert and warn the public about serious emergencies using the Emergency Alert System (EAS), Wireless Emergency Alerts (WEA), the National Oceanic and Atmospheric Administration (NOAA) Weather Radio, and other public alerting systems from a single interface.

the state's population (both permanent and transient) to the threat posed by an imminent or sudden emergency.

Although some political subdivisions within the State do possess emergency notification and alert systems, significant gaps nonetheless exist that inhibit FDEM's ability to warn significant segments of the population. These gaps include funding, coverage, interoperability, capacity, as well as socioeconomic and cultural gaps.

- Some political subdivisions currently do not possess the financial resources to develop and/or maintain an emergency notification and alert system. As a result of these **funding gaps**, segments of the population who reside within the geographical boundaries of those political subdivisions may not receive adequate or effective warnings about imminent or sudden emergencies.
- For citizens who rely on cellular or smart phones for communication, no service provider can guarantee complete coverage throughout the entire State of Florida; hence, **coverage gaps** may inhibit FDEM's ability to communicate emergency notifications and alerts.
- Not all of the political subdivisions who have a communication system use the same system; consequently, **interoperability gaps** can hinder effective communications.
- Communication service providers may not possess the capacity to allow every customer in the network to receive or transmit messages at the same time; as a result, **capacity gaps** may delay emergency notifications and alerts that are time-sensitive.
- Not every person in the State of Florida speaks English as his or her primary language. Additionally, some communities within the State may not possess meaningful access to the communication systems that other individuals enjoy. Also, some visitors to the State may not communicate through common or traditional communication systems during their stay. Consequently, **socio-economic and cultural gaps** may limit the ability of FDEM to communicate emergency warnings to vulnerable populations.

When combined, these gaps create a significant communication problem that requires a comprehensive solution. Through this Agreement, the Contractor shall provide the Division with a system that closes that communication gap by providing an emergency notification and alert system that can span across the funding, coverage, interoperability, capacity, as well as the socioeconomic and cultural divides that currently inhibit FDEM's ability to warn the State's entire population (both permanent and transient) about imminent and sudden emergencies. Under this Agreement, the Division will maintain account control over the system and political subdivisions will serve as administrators of the system and primary originators of messages.

The system shall have the following levels of access by definition:

System Administrator: Individuals at the state level that perform account administration and oversight activities, to include creating new jurisdiction-level accounts and monitoring system usage across all lower accounts.

Jurisdiction Administrator: Primary user for the jurisdiction, able to create and manage message originator accounts and recipient contact data sources within the

jurisdiction's segment of the system. Also performs the functions of a message originator.

Message Originator: An individual authorized to initiate a notification message and monitor the status of other notifications originated within the jurisdiction.

Recipient: An end-user contact in the jurisdiction's account; someone who receives a notification.

3. Minimum System Requirements

The System shall include the following, minimum requirements:

- 1) System shall provide statewide coverage to an unlimited number of recipients.
- 2) System shall be capable of sending mass notifications for multiple unique simultaneous events.
- 3) The system shall have the following levels of access: administrator, jurisdiction administrator, message originator, and recipient. The system must allow each administrator and message originator to have a unique user name and credential to access the site and launch calls, at no additional cost. System shall have tiered administration to include state, county, and city levels. Administrators shall be able to view system activity of all administrators below their level. There shall be no limit on the number of administrators.
- 4) System shall allow administrators and jurisdiction administrators to create and edit an unlimited number of notification groups and sub-groups. Administrators and jurisdiction administrators shall be able to manage their own user groups. Jurisdiction administrators shall be able to create an unlimited number of message categories that recipients may subscribe to.
- 5) The system shall be web-based and hosted on the vendor's infrastructure, accessible from any internet connection. The vendor will not require additional client- or server-based hardware to be housed on-site by administrators. The web-based system must be compatible with supported versions of industry standard browsers, at a minimum, Internet Explorer, Google Chrome, Apple Safari, and Mozilla Firefox.
- 6) System shall fully interface with the Integrated Public Alert and Warning System (IPAWS) for alerting via Wireless Emergency Alerts (WEA), Emergency Alert System (EAS), and HazCollect NOAA Weather Radio All Hazards. The vendor must be a FEMA IPAWS Alert Origination Software Provider.
- 7) System shall have the ability to accept and utilize E911 phone data at no additional cost, and be able to scrub duplicate information.
- 8) The system shall provide a training/exercise mode which provides full functionality, but is separate from contact data in the "real-world" instances of the system.
- 9) The system shall contain a reporting tool, with the ability for jurisdictions to define reports without vendor assistance and any jurisdiction-defined report format to be generated again in the future. The number of report formats shall be unlimited. The system shall allow for the export of any data in standard delimited format and pdf.
- 10) System shall allow for the creation and storage of pre-scripted scenarios and messages. The system shall be able to store broadcast templates/scenarios with content and recipients for later deployment. The system shall allow jurisdiction administrators and message originators to edit pre-scripted messages and scenarios as needed.
- 11) System shall be capable of voice recording by jurisdiction administrators and message originators. System shall be capable of text-to-speech. Voice recordings and text-to-

speech must be reviewable as part of message origination workflow before message transmission.

- 12) The system shall allow for web-based access for recipients to a jurisdiction-specific subscription portal where they can “opt in” to the system and select the types of alerts they would like to receive and manage contact information.
- 13) System shall allow the public to opt in to the system by registering phone numbers, SMS/MMS numbers, and email addresses. The system will only require the public to enter one selection for the record to be effective. This information shall be updated in real time. Lost password and user name recovery shall be accomplished automatically and without administrator action.
- 14) System shall allow jurisdiction administrators to customize, without vendor intervention, the opt-in page content and banner for custom branding.
- 15) The system shall have the ability for recipients to identify a preferred language.
- 16) The system shall allow citizens to register a minimum of two (2) location points in their recipient profile (example: home, school, work). The system shall provide all of the following methods for recipients to register with it:
 - i) System shall automatically compare addresses against the United States Postal Service data to suggest a correct address, and then automatically geocode the address into the recipient’s profile.
 - ii) System shall provide the ability for recipients to manually input latitude/longitude or decimal degree.
 - iii) System shall provide the ability for recipients to access a graphical user interface where they can view their location on a map and select point.
- 17) System shall be able to support a minimum of 2 telephone numbers, 2 SMS numbers, and 2 email addresses per recipient.
- 18) The system shall adhere to the “Common Alerting Protocol” standard specified by FEMA via the Organization for the Advancement of Structured Information Standards (OASIS). As new CAP versions and sources are implemented, the system must be updated to include CAP format changes as part of ongoing system updates.
- 19) System shall support automatically adding and removing recipients at the jurisdiction-level from static and dynamic groups without vendor assistance.
- 20) System shall have the inherit capability to immediately import and export recipient group and sub-group data.
- 21) System shall be capable of accepting, via secured web upload, phone data and mapping updates at no additional cost.

4. Minimum Geographical Information System Requirements

The System shall include the following, minimum GIS requirements:

- 1) System shall offer GIS functionality of administrator drawn geographic/polygon selection of specific areas to transmit messages and generate call lists. Jurisdiction administrators shall be able to choose to use the system’s GIS functionality or to import local GIS layers.
- 2) System shall support the ability to search for a geographic location using a contact name, address, street segments, zip code, and latitude/longitude.
- 3) System shall allow for a search of the recipient database using any of the fields contained in the database.
- 4) System shall support the ability to target a region defined by a combination of a contact location, an address point or a landmark, and a radius around that address.

- 5) System shall include the ability to resize, modify, and rotate the shapes after initial drawing or placement.
- 6) System shall include the ability to drag and drop the shapes to a different location on the map.
- 7) System shall include the ability to create both inclusion and exclusion polygons.
- 8) System shall display the number of recipients included within a selected region.

5. Minimum Notification Requirements

The System shall include the following, minimum notification requirements:

- 1) Use of the system shall not governed by number of minutes, messages, increments, or credits.
- 2) System shall accomplish mass notification of the public via phone (landline, VoIP, and wireless), Native SMS via SMPP and MMS messaging, email, really simple syndication (RSS). The system shall be able to send messages through each of these mediums simultaneously. For notification methods where the sent message exceeds the allowed number of characters (i.e. a Tweet) the system shall intelligently detect and provide an alternate mechanism for the recipient to view the complete message, such as a short-code link.
- 3) All text/SMS messaging shall be Short Message Peer-to-Peer (SMPP) messaging via cellular network gateway providers. To reduce the possibility of notification messages being handled as spam, the vendor must have an established SMPP short code that it whitelisted with the major US commercial cellular carriers (at minimum Verizon, T-Mobile, Sprint, and AT&T). SMTP text messaging, or any portion of the user profile that requires a user to specify their mobile carrier, does not meet this requirement.
- 4) The system shall be able to launch automated Weather alerts for specified Watch, Warning, or Advisory products generated by the National Weather Service. These alerts must be based on the Latitude/Longitude Polygon box provided by the National Weather Service to retain the geographic specificity intended by the issuing Weather Forecast Office, such as a river basin or Storm-Based warning. Weather alerting based on county name or zip code does not meet this requirement. The National Weather Service is the only recognized alerting authority for this requirement.
- 5) System shall be accessed by message originator for the purpose of launch and utilization via a computer with internet connection, smart phone, mobile app and phone to record and schedule calls. Mobile apps shall be designed specifically for their respective device and platform and must support visual GIS map based notifications.
- 6) The system shall enable message originators to specify whether recipients must acknowledge human receipt of a message. If confirmed receipts are requested, the system must continue trying to reach the recipient until positive confirmation has been received with human acknowledgement. Once acknowledgement has been received, the system will cease all further attempts to reach that recipient.
- 7) The system shall allow message originators to enable a timeout option for notifications, at which time notification attempts will cease, even if a user has not been successfully contacted. For weather notifications, this timeout window should default to the expiration of the product issued by the National Weather Service.
- 8) System shall allow jurisdiction administrators to use a system default or create a jurisdiction level caller ID and sent-from email address to outgoing notification recipients.

- 9) System shall allow outgoing notification messages to contain photo, video, audio attachments and links.
- 10) System shall be Americans with Disabilities Act (ADA) compliant to include TDD/TTY capability.
- 11) System shall provide online real time reports detailing success, failure and reason for failure. These reports shall be customizable per jurisdiction administrator.
- 12) The system shall be able to recognize human voice versus an answering machine and wait until the outgoing message from an answering machine or voicemail system has ended prior to leaving the message.
- 13) The system shall allow for voice message throttling, which allows the sender to determine and define desired delivery rate for specific area codes and prefixes so as to not overwhelm a telephone exchange for a given area.

6. Minimum Security Requirements

The System shall include the following, minimum security requirements:

- 1) System shall require a secure login for any administrator or message originator to access the system. The secure login shall be a case-sensitive complex password with the following attributes:
 - i) Minimum 8 characters
 - ii) Maximum 15 characters
 - iii) Allow for upper and lower case letters
 - iv) Allow for numeric and common symbols (i.e. !@#\$%^&*)
- 2) System shall not allow trivial passwords for login (i.e. username, person's name, people, places, keyboard patterns like "qwerty", dates, or dictionary words).
- 3) System shall encrypt data at rest and in transit.
- 4) System shall create an auditable event log for all account actions to be accessible by system administrator.
- 5) System data centers shall reside in the United States.

7. Minimum Support Requirements

The System shall include the following, minimum support requirements:

- 1) The vendor shall provide 24-hour Helpdesk assistance to support the application's users at all levels, reachable by telephone or email, and with sufficient resources to respond to assistance requests within 30 minutes. Helpdesk assistance must be available in multiple languages and via TTY.
- 2) The vendor shall be able to initiate alert notifications on behalf of administrators and jurisdiction administrators if connectivity with the system is lost.
- 3) The vendor shall provide maintenance of the system to ensure there is no downtime. The system will provide a backup site as redundancy with an automatic flip in the case of site failure.
- 4) The system will provide online user help and assistance. Online help will consist of text-based, contextual help, as well as video and audio assisted help. Help for system use should also be interlaced within the site (i.e. screen-within-a-screen). Training for system use must be web-based.
- 5) The system must have 24-7 technical support available to customer via phone and Internet support.
- 6) The annual maintenance agreement will include vendor maintenance, and support shall include all applicable patches released including for any 3rd party system components.

- 7) There must be a 9 month period to test system functionality to allow for the event that users determine additional requirements or fixes to fulfill the intended and need use of the system. The vendor will meet these needs if they are determined within the testing period.
- 8) The system's recipient data, including opt-in or jurisdiction supplied, remains the property of the jurisdiction and/or State of Florida. The data must be exportable from the system at any time and provided to the State of Florida for distribution to jurisdictions upon termination of the contract. Data shall only be used by the vendor for the sole-purpose of initiating notifications through the system and may not be used for marketing purposes. The data may not be sold or rented to any third party.

8. Tasks

Section 287.058(1)(d), Florida Statutes, requires that the type of contract contemplated by this RFP specify "a scope of work that clearly establishes all tasks the contractor is required to perform."

- 1) No later than March 31, 2016, the Contractor shall deliver a system that, for the duration of this Agreement, satisfies all of the minimum requirements outlined in the Scope of Work. For the purposes of this Task, the term "minimum requirements" includes Minimum System Requirements, Minimum Geographical Information System Requirements, Minimum Notification Requirements, Minimum Security Requirements, and Minimum Support Requirements.
- 2) No later than May 1, 2016, the Contractor shall enhance the system by providing administrators with the ability to select the languages with which they would like to communicate. At a minimum, the list of languages must include English, Spanish, and Haitian Créole. The system shall allow for a separate message body text box and separate manual recording field for each dialect. The system shall have the ability for recipients to identify a preferred language. The system shall also allow for web-based access for recipients to a jurisdiction-specific subscription portal where they can "opt in" to the system and select the types of alerts they would like to receive and manage contact information. The user interface for the subscription portal must be available in aforementioned languages.
- 3) No later than June 15, 2016, the Contractor shall:
 - A. Enhance the system by providing message origination through Windows, iOS, and Android mobile device platforms. All features of the regular desktop browser version must be functional on those platforms. The applications must be "native" mobile device applications and not simply a "skin" that loads mobile-formatted webpages. There shall be no pop-up or banner advertising inside the application. All features in the application must be free for any user and the application must not require the user to consent to any type of future "in-app purchase" before installing the application.
 - B. Enhance the system by providing administrators with the ability to communicate mass notification to the public via phone (landline, VoIP, and wireless), Native SMS via SMPP and MMS messaging, email, really simple syndication (RSS),

and social media (at a minimum Facebook and Twitter). The system shall be able to send messages through each of these mediums simultaneously. For notification methods where the sent message exceeds the allowed number of characters (i.e. a Tweet), the system shall intelligently detect and provide an alternate mechanism for the recipient to view the complete message, such as a short-code link.

- C. Enhance the system by providing administrators with at least one webinar training opportunity a month.
- D. Conduct at least one jurisdiction-level emergency, mass notification test using telephone, SMS, and email data.

**EXHIBIT B
PRICE SHEET**

Everbridge MN

- Community Engagement
- IPAWS
- SMART Weather
- Unlimited Organizations
- Secure Bridge (250 licenses) for one (1) Organization
- Contact Bridge
- Scheduling for one (1) Organization
- Everbridge API for one (1) Organization

Implementation

- Professional Service hours – 2 FTEs – through June 2017
- Everbridge CARES Program
- Instructor Led On-Site Training
- Customized Online Training Courses
- 90 Day On-Site System Review

Total – Initial Period

March 2016 through June 2016 **\$1,500,000**

Renewal Year 1 (all of the above services)

July 1, 2016 through June 30, 2017 **\$3,500,000**

Renewal Year 2 (all of the above services, excluding implementation)

July 1, 2017 through June 30, 2018 **\$3,500,000**

Renewal Year 3 (all of the above services, excluding implementation)

July 1, 2018 through June 30, 2019 **\$3,500,000**

**EXHIBIT C
METHOD OF COMPENSATION**

PURPOSE:

This Exhibit defines the limits of compensation to be made to the Contractor for the services and commodities set forth in Exhibit "A" and the method by which payments shall be made.

COMPENSATION:

For the satisfactory performance of services detailed in Exhibit "A", the contractor shall be paid a Total Contract Amount of \$1,500,000.

PAYMENTS:

The Contractor shall submit three invoices (3 copies of each) as detailed in this Method of Compensation (Exhibit "C") in a format acceptable to the Division.

Invoices shall be submitted to and approved by:

Florida Division of Emergency Management
Brian Misner
2555 Shumard Oak Blvd.
Tallahassee, Florida 32399-2100

DETAILS OF COST AND FEES:

Details of the Contractor's fee amounts for these services are listed in Exhibit "B," the Vendor Price Sheet, and have been pro-rated for the actual period of performance.

INVOICE	DELIVERABLE	INVOICE AMOUNT
#1	The successful completion of Task #1	\$1,000,000
#2	The successful completion of Task #2 by May 1, 2016	\$250,000
#3	The successful completion of Task #3 by June 15, 2016	\$250,000

FINANCIAL CONSEQUENCES:

For task 1, the Contractor shall reimburse the Division \$100 for every five (5) minute period that the Division and its authorized users are unable to access the platform, other than for reasons outside of the Contractor's control or as otherwise described in Section 9.E, after an initial grace period of fifteen (15) minutes and up to a maximum of \$10,000 per occurrence.

For task 2, payment will be reduced by 1% for each day commencing on the fifteenth (15th) day after the due date until the deliverable is provided to the Division, up to a maximum of 10% of the task 2 payment. For task 3, payment will be reduced by 1% for each day commencing on the fifth (5th) day after the due date until the deliverable is provided to the Division, up to a maximum of 10% of the task 3 payment.

METHOD OF PROCUREMENT:

This contract resulted from a competitive solicitation under Request for Proposal #: **RFP-DEM-15-16-037**.

EXHIBIT D FEDERAL FUNDING TERMS AND CONDITIONS

Since this Agreement involves the use of funds under a Federal award, the Contractor agrees to comply with 2 CFR Part 200, as applicable, to include Appendix II as quoted below:

APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public

Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier

above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

Required Terms

- 1) Contract breach – see paragraphs 8 and 9 of this Agreement.
- 2) Termination for cause and convenience – see paragraphs 8.C and 8.B of this Agreement, respectively.
- 3) Equal Employment Opportunity – N/A because this Agreement does not involve construction.
- 4) Davis-Bacon Act – N/A because this Agreement does not involve construction.
- 5) Copeland Anti-Kickback Act – N/A because this Agreement does not involve construction.
- 6) Contract Work Hours and Safety Standards Act – N/A because this Agreement does not involve the employment of mechanics or laborers.
- 7) Rights to Inventions Made under a Contract or Agreement – see paragraph 7 of this Agreement.
- 8) Clean Air Act and the Federal Water Pollution Control Act – see paragraph 15.A of this Agreement.
- 9) Debarment and Suspension – see paragraph 15.B of this Agreement.
- 10) Byrd Anti-Lobbying Amendment – see paragraph 15.C of this Agreement.
- 11) Recovered Materials – N/A because this Agreement does not involve recovered materials.

Exhibit "E"
Everbridge Core Platform Agreement

1. SERVICES.

1.1 Definitions. Contractor shall provide Division access to its proprietary interactive communication solutions(s) (the "**Solution(s)**") subject to the terms and conditions set forth in the Agreement and the description of services and pricing provided in the applicable quote or other ordering document (e.g., statement of work) (the "**Quote**"). If applicable, Contractor shall provide the training and professional services ("**Professional Services**") set forth in the Quote. Collectively, the Solutions and Professional Services are referred to as the "**Services**". Contractor shall provide Division with login and password information for each User (as defined below) and will configure the Solutions based on the maximum number of Contacts, (as defined below), households or Users, as applicable depending on the Solutions ordered.

2. RESPONSIBILITIES.

2.1 Users. If Division has purchased Mass Notification or Incident Communications, Division shall in its discretion authorize certain of its employees and contractors to access that Service as Users. If Division has purchased any other Solution, Division shall authorize the number of Users set forth on the Quote as applicable to that Service. Collectively, Division's employees and contractors who access any Solution as provided in this subsection are referred to as "**User(s)**". A "**Contact**" is any individual person that Division contacts through the Solutions and/or provides their personal contact information to Contractor, including through an opt-in portal, as applicable. Division shall undergo the initial setup and training as set forth in the Onboarding Inclusion sheet provided with the Quote.

2.2 Division Data. "**Division Data**" is all electronic data Division transmits to Contractor to or through the Solutions. Division shall retain all ownership rights in Division Data. Division shall have sole responsibility for the accuracy, quality, integrity, and legality of all Division Data. By ordering the Solutions, Division represents that it has the right to authorize and hereby does authorize Contractor and its Solution Providers to collect, store and process Division Data including Contact data subject to the terms of the Agreement. "**Solution Providers**" shall mean communications carriers, data centers, colocation and hosting services providers, short messaging services ("**SMS**") providers and content and data management providers that Contractor uses in providing the Solutions. Division shall maintain a copy of all Division Contact data it provides to Contractor. Division acknowledges that the Solutions are a passive conduit for the transmission of Division Data and any data submitted by Contacts, and Contractor has no obligation to screen, preview or monitor content, and shall have no liability for any errors or omissions or for any defamatory, libelous, offensive or otherwise unlawful content in any Division Data or data submitted by Contacts, or for any losses, damages, claims, or other actions arising out of or in connection with any data sent, accessed, posted or otherwise transmitted via the Solutions by Division or Contacts.

2.3 Limitations on Use. Division is responsible for all activity occurring under Division's account(s) and shall comply with all applicable Privacy Laws (as defined below) and all other applicable laws and regulations in connection with Division's use of the Services, including its provision of Division Data to Contractor. Where applicable, Division shall obtain the required consent of Contacts to send communications through the Solutions. Division shall use the Service in accordance with Contractor's then applicable Acceptable Use Policy posted on www.everbridge.com. Division shall promptly notify Contractor of any unauthorized use of any password or account or any other act

or omission that would constitute a breach or violation of the Agreement.

2.4 Security of Services. Contractor's IT security and compliance program includes the following industry standards generally adopted by U.S. based SaaS providers: (i) reasonable and appropriate technical, organizational and security measures against the destruction, loss, unavailability, unauthorized access or alteration of Division Data in the possession or under the control of Contractor, including to ensure the availability of information following interruption to, or failure of, critical business processes; and (ii) a third party audit of its security controls as provided in the "Privacy and Security Compliance" link on www.everbridge.com. "**Privacy Laws**" means all United States federal and state laws and regulations regarding consumer and data protection and privacy.

3. PROPRIETARY RIGHTS.

3.1 Grant of License. Subject to the terms and conditions of the Agreement, Contractor hereby grants to Division, during the term of the Agreement, a limited, non-exclusive, non-transferable, non-sublicensable right to use the Solutions.

3.2 Restrictions. Division shall use the Solution solely for its internal business purposes and shall not make the Solution available to, or use the Solution for the benefit of, any third party except as expressly set forth in the Agreement. Division shall not (i) sell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Solution except as expressly set forth herein; (ii) modify or make derivative works based upon the Solution; (iii) reverse engineer the Solution; (iv) remove, obscure or alter any proprietary notices or labels on the Solution or any materials made available by Contractor; (v) 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 Solution; (vi) defeat or attempt to defeat any security mechanism of any Solution, or (vii) access the Solution for purposes of monitoring Solution availability, performance or functionality, or for any other benchmarking or competitive purposes; provided, however, that this subpart (vii) shall not preclude Division's ability to issue test messages.

3.3 Reservation of Rights. The Solutions (including all associated computer software (whether in source code, object code, or other form), databases, indexing, search, and retrieval methods and routines, HTML, active server pages, intranet pages, and similar materials) and all intellectual property and other rights, title, and interest therein (including copyrights, trade secrets, and all rights in patents, compilations, inventions, improvements, derivative works, modifications, extensions, enhancements, configurations, discoveries, processes, methods, designs and know-how pertaining to any of the foregoing) (collectively, "**IP Rights**"), whether conceived by Contractor alone or in conjunction with others, constitute Confidential Information and the valuable intellectual property, proprietary material, and trade secrets of Contractor and its licensors and are protected by applicable intellectual property laws of the United States and other countries. Contractor owns (i) all feedback and other information (except for Division Data) provided to Contractor by Users, Division or Contacts in conjunction with the Services, and (ii) all transactional, derivative, performance data and metadata generated in connection with the Solutions. Except for the rights expressly granted to Division in the Agreement and IP which is newly developed by Contractor for Division and which is deemed a "public record" under applicable Florida law, all rights in and to the

Solutions and all of the foregoing elements thereof (including the rights to any work product resulting from Professional Services and those to any modification, extension, improvement, enhancement, configuration or derivative work of the Solutions or any the foregoing elements thereof) are and shall remain solely owned by Contractor and its respective licensors, and Division hereby assigns any such rights to Contractor. Contractor may use and provide Solutions and Professional Services to others that are similar to those provided to Division hereunder, and Contractor may use in engagements with others any knowledge, skills, experience, ideas, concepts, know-how and techniques used or gained in the provision of the Solutions or Professional Services to Division, provided that, in each case, no Division Data or Division Confidential Information is disclosed thereby.

4. CONFIDENTIAL INFORMATION.

4.1 Definition; Protection. As used herein, "Confidential Information" means all information disclosed by one party ("Discloser") to the other party ("Recipient"), whether orally, electronically, in writing, or by inspection of tangible objects (including, without limitation, documents or prototypes), 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, all Division Data, all Contractor 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 Discloser; (ii) was known to Recipient prior to its disclosure by Discloser without breach of any obligation owed to Discloser; (iii) was independently developed by Recipient without breach of any obligation owed to Discloser; or (iv) is received from a third party without breach of any obligation owed to Discloser. Recipient shall not disclose or use any Confidential Information of Discloser for any purpose other than performance or enforcement of the Agreement without Discloser's prior written consent. If Recipient is compelled by law to disclose Confidential Information of Discloser, including under the Freedom of Information Act or other public information request (i.e., "state sunshine" laws) it shall provide Discloser with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Discloser's cost, if Discloser wishes to contest the disclosure. Recipient shall protect the confidentiality of Discloser's Confidential Information in the same manner that it protects the confidentiality of its own confidential information of like kind (but in no event using less than reasonable care). Recipient shall retain Confidential Information in accordance with its standard records and data retention policies. Recipient shall promptly notify Discloser if it becomes aware of any breach of confidentiality of Discloser's Confidential Information.

4.2 Upon Termination. Upon any termination of the Agreement, Recipient shall continue to maintain the confidentiality of Discloser's Confidential Information and, upon request and to the extent practicable, destroy all materials containing such Confidential Information. Notwithstanding the foregoing, either party may retain a copy of any Confidential Information if required by applicable law or regulation, in accordance with internal compliance policy, or pursuant to automatic computer archiving and back-up procedures, subject at all times to the continuing applicability of the provisions of the Agreement.

5. WARRANTIES; DISCLAIMER.

5.1 Contractor Warranty. Contractor shall provide the Solutions in material compliance with the functionality and

specifications set forth on the relevant Solution system inclusion sheet. Contractor shall provide 24X7X365 customer support in accordance with its most recently published Support Services Guide. Professional Services shall be performed in a professional manner consistent with industry standards. THE FOREGOING REPRESENT THE ONLY WARRANTIES MADE BY CONTRACTOR HEREUNDER AND CONTRACTOR 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.

5.2 Disclaimer. NEITHER CONTRACTOR NOR ITS LICENSORS OR SERVICE PROVIDERS WARRANT THAT THE SOLUTION WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL CONTRACTOR HAVE ANY LIABILITY FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING FROM FAILURE OF THE SOLUTION TO DELIVER AN ELECTRONIC COMMUNICATION, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

5.3 SMS Transmission. DIVISION ACKNOWLEDGES AND AGREES THAT THE USE OF SMS SERVICES, ALSO KNOWN AS SMS MESSAGING OR TEXT MESSAGING, AS A MEANS OF SENDING MESSAGES INVOLVES A REASONABLY LIKELY POSSIBILITY FROM TIME TO TIME OF DELAYED, UNDELIVERED, OR INCOMPLETE MESSAGES AND THAT THE PROCESS OF TRANSMITTING SMS MESSAGES CAN BE UNRELIABLE AND INCLUDE MULTIPLE THIRD PARTIES THAT PARTICIPATE IN THE TRANSMISSION PROCESS, INCLUDING MOBILE NETWORK OPERATORS AND INTERMEDIARY TRANSMISSION COMPANIES. DIVISION FURTHER UNDERSTANDS, ACKNOWLEDGES, AND AGREES THAT IT ASSUMES ALL RISK ASSOCIATED WITH ANY SUCH DELAY, LACK OF DELIVERY OR INCOMPLETENESS.

6. MISCELLANEOUS.

6.1 Non-Solicitation. As additional protection for Contractor's proprietary information, for so long as the Agreement remains in effect, and for one year thereafter, Division agrees that it shall not, directly or indirectly, solicit, hire or attempt to solicit any employees of Contractor; provided, that a general solicitation to the public for employment is not prohibited under this section.

6.2 Limitations. Final delivery of information to recipients is dependent on and is the responsibility of the designated public and private networks or carriers. Division 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. Contractor shall have no liability to the extent such restrictions impede the Solution.

6.3 Notices. All legal notices shall be delivered as set forth in the Agreement. Contractor may provide all other notices to Division's billing contact on the Client Registration Form or, with respect to availability, upgrades or maintenance of the Solutions, to the Everbridge Support Center.

6.4 U.S. Government End-Users. The Solutions and related documentation are “commercial items” as defined at 48 C.F.R. 2.101, consisting of “commercial computer software” and “commercial computer software documentation” as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, U.S. government customers and end-users acquire licenses to the Solutions and related documentation with only those rights set forth herein.

Exhibit "F"
Everbridge Acceptable Use Policy

Acceptable Use Policy

Everbridge has prepared this Acceptable Use Policy ("AUP") as a guide for its clients to understand the intended and permissible uses of our service. This AUP sets forth guidelines for acceptable use of the applicable Everbridge service(s) (the "Service(s)") by Client and its users.

The Services must be used in accordance with the guidelines for each Service. The guidelines for each Service product are set forth within the applicable Product Inclusion Sheet and the Support Services Guide.

Prohibited Uses

You may use the Service only for lawful purposes and in accordance with this AUP. You may not:

- Use the Service in any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries)
- Use the Service for the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise
- Use the Service to transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter", "spam" or any other similar solicitation
- Impersonate or attempt to impersonate Everbridge, an Everbridge employee, another user or any other person or entity, including by utilizing another user's identification, password, account name or persona without authorization from that user
- Use the Service in any manner that could disrupt, disable, overburden, damage, or impair the Service for you or others (including the ability to send timely notifications through the Service), via various means including overloading, "flooding," "mailbombing," "denial of service" attacks, or "crashing"
- Use any robot, spider or other automatic device, process or means to access the Service for any purpose, including monitoring or copying any of the material
- Use any manual process to monitor or copy any of the material made available through the Service or for any other unauthorized purpose without our prior written consent
- Use any device, software or routine, including but not limited to, any viruses, trojan horses, worms, or logic bombs, that interfere with the proper working of the Service or could be technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Service, the server on which the Service is stored, or any server, computer or database connected to the Service.
- Attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without Everbridge's express written consent.
- Take any action in order to obtain services to which such client is not entitled

- Attempt any action designed to circumvent or alter any method of measuring or billing for utilization of the Service
- Otherwise attempt to interfere with the proper working of the Service

Everbridge Rights and Remedies

If Client becomes aware of any content or activity that violates this AUP, Client shall take all necessary action to prevent such content from being routed to, passed through, or stored on the Everbridge network and shall promptly notify Everbridge. Client's failure to comply with this AUP may result in Everbridge taking action anywhere from a warning, to a suspension or termination of Service. Everbridge will endeavor to provide notice to Customer prior to any suspension or termination of Service, but may immediately suspend or terminate in instances where continued provision of Service may cause significant harm to Everbridge, the Service or other clients.

Changes to the Terms of Use

Everbridge reserves the right to modify this AUP from time-to-time, in its sole discretion, effective upon posting a revised copy of the Acceptable Use Policy on <http://www.everbridge.com/aup>. Any use of Everbridge network and Services after such modification shall constitute acceptance of such modification. Any violation shall be sent to <http://www.everbridge.com/contact-us>.

Equal Employment Opportunity

Everbridge, Inc., is a government contractor and is subject to the requirements of Executive Order 11246, the Rehabilitation Assistance Act and VEVRAA. Pursuant to these requirements, the Equal Opportunity Clauses found at 41 Code of Federal Regulations sections 60-1.4(a) (1-7), sections 60-250.4(a-m), sections 60-300.5 (1-11) and sections 60-741.5 (a) (1-6) are incorporated herein by reference as though set forth at length, and made an express part of this Agreement.