

Council Meeting of
November 25, 2014

Honorable Mayor and Members
of the City Council
City Hall
Torrance, California

Members of the Council:

SUBJECT: City Council Employee Relations and Public Safety Committee – Concur with Committee recommendation regarding Crossing Guards Program and Emergency Mass Notification System: Expenditure: \$105,725.

RECOMMENDATION

Recommendation of the City Council Employee Relations and Public Safety Committee that City Council concur with the Committee's recommendation to:

1. Request the Torrance Police Department to conduct further research on school intersections, parking signs, volunteer valet program and continuing education regarding driver and pedestrian safety;
2. Provide direction regarding the inclusion of the Traffic Commission on issues related to the Crossing Guards program and establish timeline to return to Committee and City Council;
3. Approve the replacement of the City's emergency mass notification system; and
4. Authorize a contract with Everbridge, Inc. of Glendale, CA in the amount of \$105,725 for an emergency notification system for a three year term at a cost of \$39,575 for the first year and \$33,075 annually for the second and third years, for a total expenditure of \$105,725 over three years.

Funding

Funds are available in the Police Department operating budget.

BACKGROUND/ANALYSIS

The Employee Relations and Public Safety Committee met on November 13, 2014 to discuss the Crossings Guards Program and a request to replace the City's Emergency Mass Notification System. The meeting minutes are included with this item as **Attachment A**. In the interest of reducing paper printing while still providing residents and any interested party access to the materials from the November 13, 2014 Employee Relations and Public Safety Committee Meeting and prior meetings, the agenda and all materials are available on-line at <http://www.torranceca.gov/21984.htm>,

Overview of the Crossing Guards Program

Lieutenant Mark Underwood and Luz Acevez, Police Operations Supervisor provided an overview of the City's Crossing Guards Program and responded to Committee member and public questions and concerns. Committee members discussed overall crosswalk safety, public education, and a need to conduct a survey of all school intersections and further partnerships with the Torrance Unified School District (TUSD) to promote driver and pedestrian safety. Following the discussion regarding Crossing Guards and school safety, the following action items were approved by a vote of 3 to 0 by the members of the Employee Relations and Public Safety Committee:

- Direct TPD to conduct a survey of intersections, signage and traffic counts
- Explore "No Parking" zones and impact of street sweeping

- Explore coordination between TUSD and the City of the volunteer valet program
- Implement continuing education regarding driver and pedestrian safety.

Staff will follow up on the recommendations of the Employee Relations and Public Safety Committee per direction from your Honorable Body in regards to inclusion of the Traffic Commission on issues related to Crossing Guards and with a specific timeline to return to the Committee and City Council for further action.

Emergency Mass Notification System

BACKGROUND/ANALYSIS

Mass notification systems, often referred to as “reverse 911” systems, are widely used by government agencies to notify local communities of emergency situations. The City presently has two mass notification systems in place called CodeRED and Nixle. CodeRed delivers messages to the public via land-line telephone and Nixle delivers messages via smart phones, the internet and social media. The Emergency Preparedness Committee (EPREP) has recommended replacing the CodeRED and Nixle systems with a newer single integrated technology that works with land-line phones, smart phones, the Internet and social media to reach the public more efficiently and effectively in case of emergency.

Integrated technology can now enable public agencies to reach residents and businesses through multiple communication platforms including land-lines, cellular phones, smart phones, and numerous other Internet-accessible devices. Social media channels and “texting,” services that did not exist a decade ago are now the preferred means of communication for a growing segment of the population. The City’s ability to notify the public in case of emergency is currently limited by obsolete technology that does not operate across today’s spectrum of communication media. The Emergency Preparedness Committee (EPREP) initiated an effort to identify and evaluate mass notification systems to replace the City’s current systems (CodeRed and Nixle) with an easier and intuitive system that allows unlimited use. The intent was to enhance the City’s ability to disseminate information in an emergency, communicate across a broad array of media platforms, and increase functionality by allowing users to selectively receive non-emergency information.

In an emergency, a mass notification system calls published and non-published land-line numbers in the telephone company’s 911 database. Additionally, new systems have the capability to allow the public to self-register to receive notifications of non-emergency activities. Some of these activities may include routine updates on road closures, construction projects, and special events such as the Armed Forces Day Parade. The new system would allow the public to choose what types of alerts they want to receive and it would allow a choice for a preferred method of delivery. Available delivery methods include land-line telephones, mobile phones, text messages, electronic mail, and mobile app alerts. Also, a new system would include an interactive tool that facilitates City staff call-outs for emergencies. After extensive research and review, the E-Prep Committee has identified the Everbridge mass notification system as meeting the City’s needs. In addition to the features described above, Everbridge is fully compliant with the Integrated Public Alert and Warning System (IPAWS). IPAWS allows for mass notifications to be delivered to unregistered cell phones. The Everbridge system is hosted offsite and provides redundant locations for failover.

The Everbridge system cost is \$39,575 for the first year, which would be partially offset by eliminating the existing CodeRED system that is due for annual renewal in December. First year costs include system implementation, importing 911 and other contact information, and training employees. The cost in years two and three is \$33,075 per year, partially offset by the CodeRED savings and by terminating the Police Department’s Nixle service, which would become redundant with Everbridge. The total contract expenditure for Everbridge is \$105,725 for the first three years.

Monterey County recently obtained competitive proposals for a mass notification system. Several vendors submitted responses and Everbridge was ultimately selected as Monterey County's mass notification vendor. The City of Torrance has an opportunity to acquire the Everbridge system as a cooperative purchase. This purchase qualifies as an exception to formal bidding under the Municipal Code.

Torrance Municipal Code Section 22.3.15, EXCEPTIONS COOPERATIVE PURCHASES states;

"a) The provisions of this Article will not apply to purchases made pursuant to any cooperative governmental purchase program, which purchases will be made in accordance with such procedures and regulations as shall be established by the City Manager.

"b) For the purposes of this Section, the term cooperative governmental purchase program means any combination between the City of Torrance and any other public agency or public agencies for the joint purchase of property or services."

Upon completion of the meeting on November 13, 2014, Councilman Rizzo made the recommendation to concur with the staff recommendation to replace the City's emergency notification system. Councilman Griffiths seconded the motion. Chair Ashcraft concurred with the recommendation. The motion passed 3-0.

Respectfully submitted,

CITY COUNCIL EMPLOYEE RELATIONS
AND PUBLIC SAFETY COMMITTEE



Councilmember Heidi Ann Ashcraft, Chair



Councilmember Geoff Rizzo, Member



Councilmember Mike Griffiths, Member

- Attachments:
- A) Meeting Notes from the November 13, 2014 Meeting
 - B) Agenda and Staff Reports from the November 13, 2014 Employee Relations and Public Safety Committee Meeting (Limited Distribution). All materials are available on-line at <http://www.torranceca.gov/21984.htm>
 - C) Everbridge Contract
 - D) County of Monterey Request for Proposal #10436 and Everbridge Proposal (Limited Distribution)

EMPLOYEE RELATIONS AND PUBLIC SAFETY COMMITTEE

NOTES

**Thursday, November 13, 2014
City Hall Council Chamber
3031 Torrance Boulevard
Torrance, CA 90503**

COMMITTEE Heidi Ann Ashcraft, Chair
MEMBERS Councilman Geoff Rizzo, Member
PRESENT: Councilman Mike Griffiths, Member

STAFF MEMBERS Lieutenant Mark Underwood, Police Department
PRESENT: Luz Acevez, Police Operations Supervisor
 Soraya Sutherlin, Emergency Services Coordinator
 Aram Chaparyan, Assistant to the City Manager

I. INTRODUCTION

Chair Ashcraft called the meeting to order at 10:00 a.m. and gave an introduction and statement regarding the incident at WALTERIA Elementary School. Chair indicated that the Committee will not discuss the specific incident as the matter may be subject to litigation.

II. DISCUSSION REGARDING THE CROSSING GUARDS PROGRAM

Lieutenant Mark Underwood provided an overview of the Crossing Guard with aerial views of each school with covered intersections, the program budget, staffing, and volunteer valet programs.

Chair Ashcraft inquired the number of schools that have a volunteer valet program. Lt. Underwood stated that almost all of the schools have a volunteer valet program.

Councilman Griffiths inquired on how much the Police Department relies on staff for coverage. Lt. Underwood explained that the City relies on Crossing Guards as the primary staff for providing coverage; however the use of relief Crossing Guards, contract Crossing Guards, Parking Enforcement Officers and Motorcycle Patrol Officers are utilized during coverage shortages.

Councilman Rizzo asked when was the last time a survey was conducted at various intersections and if alternate intersections were considered for potential adjustments. Chair Ashcraft expressed concerns about a list of schools without Crossing Guards at certain intersections. Chair Ashcraft also expressed the need for an updated survey of intersections to determine volume of crossings. Luz Acevez stated that staff can monitor traffic and crossing patterns.

III. PUBLIC COMMENT

Stacey Launius, President of the Walteria Elementary School PTA, shared her concerns about the increased traffic in the area, as well as the traffic from the middle school and high school students. Ms. Launius recommended that a Crossing Guard be added at Newton Street and Madison Street.

Angie Flores, a resident who lives on Newton Street, stated that additional condominiums have been built in the area and cause additional traffic. She also recommended signage at the crosswalk with a specific sign pointing to the crosswalk. Ms. Flores also added that there were no "School Zone" signs on Newton Street. She also suggested that a new survey be conducted to account for the added traffic and additional residents in the area.

Robert Rudolph, Chair of the Traffic Commission, stated that the Traffic Commission has been working on educating the public on general information regarding crosswalks. Mr. Rudolph also added that the Commission has been reviewing crosswalks and how to protect them. He suggested that future efforts on this topic may be coordinated with the Traffic Commission. Mr. Rudolph shared with the Committee that a new type of signs was recently placed in the City which adds visibility. Mr. Rudolph stated that raising community awareness is a key education component on items such as reminding people on safety, using message boards to share slogans regarding safety, such as "Slow Down, Save Lives."

Chair Ashcraft added that next steps will include the Police Department collecting surveys to share with the Committee.

Councilman Rizzo added that education is an important component and inquired on the type of outreach conducted by the Police Department to raise awareness.

Lt. Underwood stated that the Police Department reaches out to schools through Red Ribbon Week, Bike Rodeo, and general announcements about holiday closures and roadwork.

Chair Ashcraft suggested TPD reach out to various homeowner groups and PTAs to raise general public awareness on safety.

Councilman Griffiths inquired what the survey will entail. Lt. Underwood explained that the survey will measure traffic and pedestrian counts at various intersections.

Councilman Griffiths inquired about "No Parking" signs for the valet area to assist with morning drop-offs. Lt. Underwood stated that staff will review each location as placement of signs is determined by the City's Public Works Department.

Councilman Rizzo added that the volunteer valet program has no oversight by the City; however, the program was initially introduced by the Police Department. Councilman Rizzo suggested that staff revisit the history of the volunteer valet program and establish coordination with TUSD and the City.

Angie Flores added that education must not stop at elementary schools but also include the middle school and high schools. Stacey Launius suggested that TPD utilize social media to post safety messages on Instagram, Facebook and Nixle.

Councilman Griffiths inquired if the survey will include signage verification. Lt. Underwood confirmed that the survey will include current signage at each school.

Councilman Rizzo recommended City to reach out to TUSD regarding ongoing traffic safety education programs, including elementary schools, middle school and high schools.

RECOMMENDATION

Following the discussion, the following action items were approved by a vote of 3 to 0 by the members of the Employee Relations and Public Safety Committee:

- Direct TPD to conduct a survey of intersections, signage and traffic counts.
- Explore “No Parking” zones and impact of street sweeping.
- Explore coordination between TUSD and the City of the volunteer valet program.
- Implement continuing education regarding driver and pedestrian safety.

IV. DISCUSSION REGARDING THE CITY’S EMERGENCY MASS NOTIFICATION SYSTEM

Soraya Sutherlin, Emergency Services Coordinator provided an overview of the emergency notification system and requested that the Employees Relations and Public Safety Committee concur with the staff recommendation to approve replacement of the citywide emergency notification system.

Councilman Griffiths expressed concerns regarding system reliability and had several questions regarding the system during a major emergency event, how to populate the database, and the cost of implementation.

Ms. Sutherlin stated that the system will utilize Wi-Fi signals if cell towers are not available and will be given priority status by the Federal Communication Commission (FCC) in case of major disaster. Ms. Sutherlin also added that the recommended system (Everbridge) has several locations for redundancy in case local servers are down during an event. Ms. Sutherlin added that during the Boston Marathon bombing, Everbridge shifted to other areas, including multiple sites throughout the United States, as well as a site in Beijing, China.

Soraya Sutherlin explained that Emergency 911 information is available through telephone carriers same as white pages information. She also added that a major feature is the “Opt-In” option which allows residents to receive periodic updates from the City regarding nonemergency events. Ms. Sutherlin stated that the City can utilize utility bills, senior centers, the YMCAs and PTAs to share the benefits of the “Opt-In” service.

Councilman Rizzo stated that he likes the new system but had questions about the management of the program. Councilman Rizzo inquired if the new system will be coordinated with the upcoming City website revamp.

Ms. Sutherlin stated that she has been working with Michael Smith, Cable and Community Relations Manager, to incorporate the new emergency notification system as part of the new City website.

Councilman Rizzo also expressed concerns about the need for additional staff to manage the system. Aram Chaparyan, Assistant to the City Manager, stated that there is a current project team which includes City staff from the Police Department, Communication and Information Technology, the Fire Department and City Manager’s Office. Mr. Chaparyan added that current staff can handle the new system without the need to add additional staff. The Police Department will take the active management role of the system and coordinate with all department liaisons to implement the system to meet individual department needs.

Chair Ashcraft inquired how non-responsive calls will be addressed. Ms. Sutherlin stated that the system will allow to prioritize response patterns and may use assistance from CERT members to reach out to senior and disabled residents. Chair Ashcraft suggested the use of

Home Owner Associations and Neighborhood Watch Captains in case of emergencies. Chair Ashcraft also expressed concerns about the school district reaching out to staff and families during emergencies. Mr. Chaparyan shared the City's current ongoing partnership with TUSD and shared with the Committee that two senior members of the TUSD administration were in attendance at the meeting, and City staff will reach out to TUSD to share the benefits of the new system.

Councilman Griffiths inquired about the cost offsets as a result of replacing the existing system and if there was a flat rate for sending messages. Ms. Sutherlin explained that the current CodeRed system costs \$9,500 per year and the replacement of Nixle will offset the cost by another \$4,500. The annual cost of Everbridge will be \$40,000 for the first year, and \$35,000 each year thereafter, for a total cost of \$110,000 for three years.

Chair Ashcraft inquired if the City can apply for any grants to help offset the cost of the system. Ms. Sutherlin added that the City is always seeking grant opportunities; however there are limited funds to support projects such as emergency notification systems, since these systems are considered operational and ongoing. Chair Ashcraft also inquired on the funding source for the project, and Aram Chaparyan stated the funding will be part of the Torrance Police Department operating budget.

Chair Ashcraft asked how to include the Torrance Unified School District in discussions regarding the system. Aram Chaparyan shared that the City has an upcoming joint meeting scheduled with TUSD, and the matter may be placed on the agenda.

RECOMMENDATION

Following the discussion, Councilman Rizzo made the motion to concur with the staff recommendation to replace the City's emergency notification system. Councilman Griffiths seconded the motion.

Chair Ashcraft concurred with the recommendation.

The motion passed 3-0.

V. ADJOURNMENT

Chair Ashcraft adjourned the meeting at 11:15 a.m.

A G E N D A

CITY COUNCIL EMPLOYEE RELATIONS & PUBLIC SAFETY COMMITTEE

DATE: Thursday, November 13, 2014

TIME: 10:00 a.m.

PLACE: Torrance City Hall, Council Chamber
3031 Torrance Boulevard, Torrance

COMMITTEE MEMBERS: Councilwoman Heidi Ann Ashcraft, Chair
Councilman Geoff Rizzo
Councilman Mike Griffiths

STAFF: Soraya Sutherlin, Emergency Services Coordinator
Mark Underwood, Police Lieutenant
Aram Chaparyan, Assistant to the City Manager

SUBJECT: **OVERVIEW OF THE CROSSING GUARDS PROGRAM
CITY'S EMERGENCY MASS NOTIFICATION SYSTEM**

-
- | | |
|--|---------------------|
| I. Welcome and Introductions | Chairwoman Ashcraft |
| II. Overview of the Crossing Guards Program | Lt. Mark Underwood |
| III. City's Emergency Mass Notification System | Soraya Sutherlin |
| IV. Public Comments | |
| V. Committee Questions/Discussion | |
| VI. Adjournment | |

CITY OF TORRANCE

INTEROFFICE COMMUNICATION

DATE: 06 NOV 2014

TO: Employee Relations & Public Safety Committee

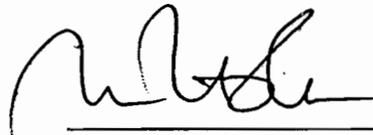
FROM: Mark A. Matsuda
Chief of Police

SUBJECT: Overview of the Crossing Guard Program

The Torrance Police Department Crossing Guard Program is managed by the Traffic and Special Events Division. All crossing guards are part-time civilian employees of the City of Torrance. The primary function of a crossing guard is to supervise, control and assist children in crossing the street safely at a specific location. Crossing guards currently work two shifts daily during the school year. The morning shift is from 0800 to 0915 hours and the afternoon shift is from 1450 to 1600 hours. There are currently 29 crossing guard post locations in the City.

The Torrance Police Department is staffed with 29 permanent crossing guards and 6 substitute crossing guards. The Crossing Guard Program is budgeted for 26 part-time crossing guard positions to cover the 29 posts. The City is currently in contract with All City Management Company to provide backfill crossing guard services when needed.

The Torrance Police Department is budgeted for \$360,000.00 annually for the Crossing Guard Program. The annual contract with All City Management Company for supplemental crossing guard services is \$20,000.00.



Mark A. Matsuda
Chief of Police

Attachment A: Crossing Guard Post Locations

Crossing Guard Post Locations

Adams Elementary	1	237 th E/O Arlington	Hickory Elementary	18	227 / Hickory
Anza Elementary	2	Palos Verdes / Carson		19	230 / Juniper
	3	Palos Verdes / Ruby	Lincoln Elementary	20	166 / Purche
	4	Anza / Carson			
	5	Anza / Lenore	*St. Catherine Laboure	21	168 / Ainsworth
	6	Ellinwood / Lillian			
Arlington Elementary	7	178 th / Van Ness	Seaside Elementary	22	Carlow / Sharynne
				23	Carlow / Calle Mayor
Arnold Elementary	8	227 th / Ladeene	Torrance Elementary	24	Arlington / Lincoln
	9	228 Pl / Adolph			
	10	Lomita / Kent	Towers Elementary	25	Towers / Ronald
Carr Elementary	11	168 th / Ermanita	Victor Elementary	26	Anza / Spencer
Edison Elementary	12	182 / Doty	Walteria Elementary	27	Madison N/O Newton
	13	182 / Prairie			
	14	182 / Bailey	Wood Elementary	28	236 th W/O Arlington
Fern Elementary	15	El Dorado / Fern	Yukon Elementary	29	182 / Yukon
	16	Torrance / Fern			
	17	Torrance / Crenshaw			

Committee Meeting of
November 13, 2014

Honorable Members of the Council Employee Relations
and Public Safety Standing Committee
City Hall
Torrance, California

Members of the Committee:

**SUBJECT: Police, Fire, and Communication and Information Technology –
Replacement of Emergency Notification System. Expenditure: \$110,000.**

RECOMMENDATION

Recommendation of the Police Chief, Fire Chief, and Communication and Information Technology Director that Council Employee Relations and Public Safety Standing Committee approve the replacement of a City-wide Emergency Notification System. The estimated cost in the first year is \$40,000 and \$35,000 annually for the second and third years, for a total expenditure of \$110,000 for three years.

FUNDING

Funds are available in the Police Department operating budget.

BACKGROUND

Mass notification systems, often referred to as “reverse 911” systems, are widely used by government agencies to notify local communities of emergency situations. The City presently has a mass notification system called CodeRED, initially intended to deliver public messages via land-line telephone. The Emergency Preparedness Committee (EPREP) has recommended replacing the CodeRed system with newer technology that also works with smart phones, the Internet, and social media to reach the public more effectively in case of emergency.

ANALYSIS

Modern technology can now enable public agencies to reach residents and businesses through multiple communication platforms, including land-lines, cellular phones, smart phones, and numerous other Internet-accessible devices. Social media channels and “texting,” services that did not exist a decade ago are now the preferred means of communication for a growing segment of the population. The City’s ability to notify the public in case of emergency is currently limited by obsolete technology that does not operate across today’s spectrum of communication media. The Emergency Preparedness Committee (EPREP) initiated an effort to identify and evaluate mass notification systems to replace the City’s current system. The intent was to enhance the City’s ability to disseminate information in an emergency, communicate across a broad array of media platforms, and increase functionality by allowing users to selectively receive non-emergency information.

In an emergency, a mass notification system calls published and non-published land-line numbers in the telephone company's 911 database. Additionally, new systems have the capability to allow the public to self-register to receive notifications of non-emergency activities. Some of these activities may include routine updates on road closures, construction projects, and special events such as the Armed Forces Day Parade. The new system would allow the public to choose what types of alerts they want to receive, and it would allow a choice for a preferred method of delivery. Available delivery methods include land-line telephones, mobile phones, text messages, electronic mail, and mobile app alerts. In addition to these features, a new system would include an interactive tool that facilitates City staff call-outs for emergencies, and allows staff to provide response times.

After extensive research and review, the E-Prep Committee has identified a system that meets the City's needs. Staff is requesting the Employee Relations and Public Safety Standing Committee's conceptual approval to proceed with the emergency notification system replacement and negotiate a vendor contract.

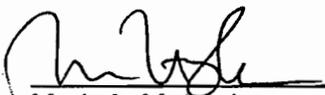
The estimated cost for a new system is \$40,000 in the first year, which would be partially offset by eliminating the existing CodeRed system, due for annual renewal in December. First year costs include system implementation, importing 911 and other contact information, and training employees. The estimated cost in years two and three is \$35,000 per year, partially offset by the CodeRed savings and by terminating Nixle service. This would result in a total expenditure of \$110,000 for three years.

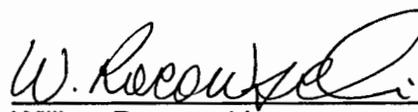
Respectfully submitted,

MARK A. MATSUDA
Chief of Police

for By:  13770.
Soraya Sutherlin
Emergency Services Coordinator

CONCUR:


Mark A. Matsuda
Chief of Police


William Racowski
Chief of Fire


LeRoy J. Jackson
City Manager

for 
Richard Shigaki
Communication and
Information Technology Director

Chaparyan, Aram

From: Hoang, Viet
Sent: Wednesday, November 12, 2014 11:34 AM
To: Chaparyan, Aram
Subject: FW: cross walk in torrance
Aram: Can you add this to your agenda, please?

Viet Hoang, Management Associate
City Manager's Office
City of Torrance
3031 Torrance Boulevard
Torrance, CA 90503
(310) 618-5895
VHoang@TorranceCA.Gov

From: Furey, Pat
Sent: Wednesday, November 12, 2014 11:30 AM
To: Hoang, Viet; Werner, Margie
Subject: Fwd: cross walk in torrance

Please ensure tho email becomes part of the safety committee agenda.

Thanks,

Patrick J. Furey
Mayor
City of Torrance
Sent from my iPhone
310-961-0554

Begin forwarded message:

From: Lauren Lanza <laurenlanza86@yahoo.com>
Date: November 12, 2014 at 11:17:20 AM PST
To: "Furey, Pat" <PFurey@TorranceCA.gov>
Subject: cross walk in torrance
Reply-To: Lauren Lanza <laurenlanza86@yahoo.com>

Hello, my name is Lauren and I have two children that attend school at Anza Elementary. For some time now there has been a concern about a cross walk located on Reynolds and Lenore right by the back entrance of the school. There is no stop sign or cross gaurd and many students cross this cross walk daily. Many drivers speed through this cross walk or are unaware of children attempting to cross the street. There is also a blind spot due to residents parking near the cross walk. Many parents including myself fear for our childrens safety and would feel much better with a cross walk attendant to insure safety for our children. I am asking that this cross walk is observed during the morning between 8:20am and 9:00am and taken into consideration with placing a cross guard attendant there. We have noticed there is a cross guard located on Ruby and PV blvd who doesn't have many children who pass through. If this was observed I think it would obvious that an attendant on Reynolds and Lenore would much more beneficial to residents and children.

I thank you for your time and consideration and would appreciate some sort of resolution in this matter.

Thank you,
Lauren Miyasato
310-977-4639

11/12/2014



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

tel: 888.366.4911
fax: 818.484.2299

www.everbridge.com

QUOTATION

Quote Number: 00011669

Confidential

1 of 2

Prepared for: Soraya Sutherland
City of Torrance - CA
3300 Civic Center Dr
Torrance, CA 90503-5056
(310) 618-5670
310-618-5540
ssutherland@torranceca.gov

Quotation Date: November 3, 2014
Quote Expiration Date: December 31, 2014
Rep: Patrick Stuver
(818) 230-9724
patrick.stuver@everbridgemail.com

Contract Summary Information

Contract Period: 1 Year
Contract Optional Years: 4 Years

MN Contacts up to: 2,500
MN Households up to: 67,500

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

<u>Service</u>	<u>Fee Type</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
Everbridge IPAWS/WEA Notification	Recurring	1	\$1,500.00	\$0.00
Everbridge Mass Notification (MN) with Unlimited Domestic Minutes	Recurring	1	\$38,195.00	\$33,075.00

PREMIUM FEATURES / USAGE

<u>Service</u>	<u>Fee Type</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
Interactive Visibility: Mobile Member	Recurring	1	\$6,000.00	\$0.00

PROFESSIONAL SERVICES

<u>Service</u>	<u>Fee Type</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
Instructor Led Training	One-Time	2	\$2,500.00	\$4,000.00



Everbridge, Inc.
Core Platform Service Agreement

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

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

2. PAYMENT TERMS. Client shall pay the fees set forth in the Quote (“**Pricing**”). If Client exceeds the usage levels specified in the Quote, then Everbridge may invoice Client for any overages at the rates set forth in the applicable Quote. Everbridge shall invoice Client annually in advance. All payments shall be made within thirty (30) days from date of invoice, after which interest shall accrue at a rate of one and one-half percent (1.5%) per month or the highest rate allowed by applicable law, whichever is lower. Such interest shall be in addition to any other rights and remedies of Everbridge. Unless otherwise provided, Pricing does not include any local, state, federal or foreign taxes, levies or duties of any nature, all of which Client is responsible for paying, except for those relating to Everbridge’s net income or property. If Everbridge is legally obligated to collect or pay taxes for which Client is responsible, the appropriate amount shall be invoiced to and paid by Client, unless Client provides a valid tax exemption certificate.

3. RESPONSIBILITIES.

3.1 Users. If Client has purchased Mass Notification or Incident Communications, Client shall in its discretion authorize certain of its employees and contractors to access that Service as users. If Client has purchased any other Service, Client shall authorize the number of users set forth on the Quote as applicable to that Service. Collectively, Client’s employees and contractors who access any Service as provided above are referred to as “**User(s)**”. Client shall undergo the initial setup and training as set forth in the Onboarding Inclusion sheet provided with the Quote. If Client fails to complete the onboarding process within sixty (60) days of the Effective Date, unless such delay is the fault of Everbridge, Client must purchase any additional onboarding services.

3.2 Client Data. “**Client Data**” is all electronic data Client transmits to Everbridge in connection with the use of the Service. Client shall retain all ownership rights in any Client Data. Client shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Client Data. By purchasing the Service, Client represents that it has the right to authorize and hereby does authorize Everbridge and its Service Providers to collect, store and process Client Data subject to the terms of this Agreement. “**Service Providers**” shall mean communications carriers, data centers, collocation and hosting services providers, short messaging services (“**SMS**”) providers and content and data management providers that Everbridge uses in providing the Service. Client shall maintain a copy of all Client

Contact data that it provides to Everbridge. Client acknowledges that the Service is a passive conduit for the transmission of Client Data and any data submitted by Contacts, and Everbridge shall have no liability for any errors or omissions or for any defamatory, libelous, offensive or otherwise objectionable or unlawful content in any Client Data or data submitted by Contacts, or for any losses, damages, claims, suits or other actions arising out of or in connection with any data sent, accessed, posted or otherwise transmitted via the Service by Client or Contacts.

3.3 Limitations on Use. Client is responsible for all activity occurring under Client’s account(s) and shall comply with all applicable Privacy Laws (as defined below) and all other applicable U.S. laws and regulations in connection with Client’s use of the Services, including its provision of Client Data to Everbridge. Client shall use the Service in accordance with Everbridge’s then applicable Acceptable Use Policy posted on www.everbridge.com. Client shall promptly notify Everbridge of any unauthorized use of any password or account or any other act or omission that would constitute a breach or violation of this Agreement.

3.4 Security of Services. Everbridge’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 Client Data in the possession or under the control of Everbridge, including to ensure the availability of information following interruption to, or failure of, critical business processes; and (iii) 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 state and federal laws and regulations regarding data protection and privacy.

4. TERM. This Agreement shall begin on the Effective Date and shall continue in effect until all underlying Quotes with Client have expired in accordance with the terms of such Quote(s), or if this Agreement is terminated earlier as provided herein. Services under an applicable Quote will begin as set forth in such Quote and shall continue for the initial term specified therein (“**Initial Service Term**”). If a Quote contains Services added to an existing subscription, such added Services shall be billed on a pro-rated basis and will be coterminous with the Initial Service Term or applicable renewal Service term (“**Renewal Term**”), unless otherwise agreed to by the parties. If at the end of the applicable Quote, Client intends to renew the Agreement, but has not provided a timely executed written renewal prior to the end of such term, then Everbridge, in its sole discretion, shall continue the Service(s) hereunder for thirty (30) days (the “**Grace Period**”) in order to secure an executed renewal by Client, provided that Client shall pay to Everbridge the annual fee then in effect divided by twelve (12) (the “**Monthly Holdover Fee**”). The Grace Period is provided to Client as a courtesy so that Services will not be terminated prior to the execution of a renewal. Due to insurance and liability reasons Everbridge can only provide one Grace Period and will charge the Monthly Holdover Fee. The Monthly Holdover Fee is instituted in order to protect Client from termination or suspension of the Services, and to insure that timely renewals are entered into. Monthly Holdover Fees shall not be returned or refunded to the Client as a credit towards any renewal.

5. TERMINATION; SUSPENSION.

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

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

5.3 Suspension. Everbridge may suspend the Service or any portion thereof for (i) emergency network repairs, threats to, or actual breach of network security; (ii) any substantive violation by Client of Section 3 or 6.2; or (iii) any legal, regulatory, or governmental prohibition affecting the Service. In the event of a suspension under (i) or (iii), Everbridge shall use its best efforts to notify Client through its Client Portal and/or via email prior to such suspension and shall reactivate any affected portion of the Service as soon as possible.

6. PROPRIETARY RIGHTS.

6.1 Grant of License. Subject to the terms and conditions of this Agreement, Everbridge hereby grants to Client, during the term of this Agreement, a non-exclusive, non-transferable, non-sublicensable right to use the Service.

6.2 Restrictions. Client shall use the Service solely for its internal business purposes and shall not make the Service available to, or use the Service for the benefit of, any third party except as expressly set forth in this Agreement. Client shall not (i) sell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Services except as expressly set forth herein; (ii) modify or make derivative works based upon the Services; (iii) reverse engineer the Services; (iv) create internet "links" to or from the Service, or "frame" or "mirror" any content forming part of the Service, other than on Client's own intranets for its own internal business purposes; (v) remove, obscure or alter any proprietary notices or labels on the Software or any portion of the Service; (vi) use, post, transmit or introduce any device, software or routine (including viruses, worms or other harmful code) which interferes or attempts to interfere with the operation of the Service; or (vii) access the Service for purposes of monitoring Service availability, performance or functionality, or for any other benchmarking or competitive purposes. Client shall not and shall not attempt to access the Everbridge systems programmatically except using the appropriate username and password, and using application programming interface (API) calls permitted by Everbridge from time to time.

6.3 Reservation of Rights. Other than as expressly set forth in this Agreement, Everbridge grants to Client no license or other rights in or to the Service, software or any other proprietary technology, material or information made available to Client through the Service or otherwise in connection with this Agreement (collectively, the "**Everbridge Technology**"), and all such rights are hereby expressly reserved. Everbridge (or its

licensors where applicable) owns all rights, title and interest in and to the Service, and any Everbridge Technology, and all patent, copyright, trade secret and other intellectual property rights ("**IP Rights**") therein, as well as (i) all feedback and other information (except for the Client Data) provided to Everbridge by Users, Client and Contacts, and (ii) all transactional, performance, derivative data and metadata generated in connection with the Services.

7. CONFIDENTIAL INFORMATION.

7.1 Definition; Protection. As used herein, "**Confidential Information**" means all information of a Party ("**Disclosing Party**") disclosed to the other Party ("**Receiving Party**"), whether orally, 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 Client Data, all Everbridge Technology, and either Party's business and marketing plans, technology and technical information, product designs, reports and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose other than performance or enforcement of this Agreement without the Disclosing Party's prior written consent. Receiving Party shall protect the confidentiality of Disclosing Party'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). Receiving Party shall promptly notify Disclosing Party if it becomes aware of any breach of confidentiality of Disclosing Party's Confidential Information. If Receiving Party is compelled by law to disclose Confidential Information of Disclosing Party, it shall provide Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if Disclosing Party wishes to contest the disclosure.

7.2 Upon Termination. Upon any termination of this Agreement, the Receiving Party shall continue to maintain the confidentiality of the Disclosing Party'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 this Agreement.

8. WARRANTIES; DISCLAIMER.

8.1 Everbridge Warranty. Everbridge shall provide the Services in material compliance with the functionality and specifications set forth on the relevant product/system inclusion sheet. Everbridge shall provide 24X7X365 customer support in accordance with its most recently published Support Services Guide. To the extent professional services are provided, Everbridge shall perform them in a professional manner consistent

with industry standards. THE FOREGOING REPRESENT THE ONLY WARRANTIES MADE BY EVERBRIDGE HEREUNDER AND EVERBRIDGE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

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

8.3 SMS Transmission. CLIENT 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. CLIENT FURTHER UNDERSTANDS, ACKNOWLEDGES, AND AGREES THAT IT ASSUMES ALL RISK ASSOCIATED WITH ANY SUCH DELAY, LACK OF DELIVERY OR INCOMPLETENESS.

9. INDEMNIFICATION.

9.1 By Client. Client shall defend, indemnify and hold Everbridge harmless against any loss or damage (including reasonable attorneys' fees) incurred in connection with any third party claim, suit or proceeding ("**Claim**") arising out of any data sent, posted or otherwise transmitted via the Service by Client or Contacts, or Client's breach of the tax provisions in Section 2 or any breach by Client of Sections 3 or 6.

9.2 By Everbridge. Everbridge shall defend, indemnify and hold Client harmless from and against any Claim against Client alleging that the Service as contemplated hereunder infringes an issued patent or other IP Right in a country in which the Service is provided to Client.

9.3 Indemnification Process. The indemnifying party's obligations under this Section 9 are contingent upon the indemnified party (a) promptly giving notice of the Claim to the indemnifying party once the Claim is known; (b) giving the indemnifying party sole control of the defense and settlement of the Claim (provided that the indemnifying party may not settle such Claim unless such settlement unconditionally releases the indemnified party of all liability and does not adversely affect the indemnified party's business or service); and (c) providing the indemnifying party all available information and reasonable assistance. With respect to Everbridge's indemnification obligations, if (x) any aspect of the Service is found or, in Everbridge's reasonable opinion is likely to be found, to infringe upon the IP Right of a third party as specified above, or (y) the continued use of the Service is enjoined, then Everbridge will promptly and at its own cost and expense at Everbridge's option: (i) obtain for Client the right to continue using the Service; (ii)

modify such aspect of the Service so that it is non-infringing; or (iii) replace such aspect of the Service with a non-infringing functional equivalent. If, after all commercially reasonable efforts, Everbridge determines in good faith that options (i) - (iii) are not feasible, Everbridge will remove the infringing items from the Service and refund to Client on a pro-rata basis any prepaid unused fees paid for such infringing element. Everbridge shall have no obligation or liability for any claim pursuant to this Section to the extent arising from: (i) the combinations, operation, or use of the Service supplied under this Agreement with any product, device, or software not supplied by Everbridge to the extent the combination creates the infringement; (ii) the unauthorized alteration or modification by Client of the Service; or (iii) Everbridge's compliance with Client's designs, specifications, requests, or instructions pursuant to an engagement for Everbridge professional services relating to the Service to the extent the claim of infringement is based on the foregoing.

10. LIABILITY LIMITS. To the maximum extent permitted by law, neither Party shall have any liability to the other Party for any indirect, special, incidental, punitive, or consequential damages, however caused, under any theory of liability, and whether or not the Party has been advised of the possibility of such damage. Except for its indemnification obligations under Section 9.2, notwithstanding anything in this Agreement to the contrary, in no event shall Everbridge's aggregate liability, regardless of whether any action or claim is based on warranty, contract, tort, indemnification or otherwise, exceed amounts paid or due by Client to Everbridge hereunder during the 12 month period prior to the event giving rise to such liability. The foregoing limitations shall apply even if the non-breaching party's remedies under this Agreement fail their essential purpose.

11. MISCELLANEOUS.

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

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

11.3 Waiver; Severability. The failure of either Party hereto to enforce at any time any of the provisions or terms of this Agreement shall in no way be considered to be a waiver of such provisions. If any provision of this Agreement is found by any court

or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision shall, to the extent required, be deemed deleted or revised, and the remaining provisions shall continue in full force and effect to the maximum extent possible so as to give effect to the intent of the parties.

11.4 Assignment. Neither party may assign this Agreement to any third party except upon the other Party's prior written consent, which consent shall not be unreasonably withheld or delayed; provided, that no such consent shall be required in the event of an assignment to a successor-in-interest to the business of the assigning Party resulting from a merger, reorganization, or sale of all or substantially all assets. Notwithstanding the above, neither Party shall assign this Agreement to any third party which is a competitor of the other Party.

11.5 Governing Law; Attorney's Fees. This Agreement shall be governed and construed in accordance with the laws of the State of ~~Delaware~~ ^{California}, without regard to its conflicts of laws rules. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. The prevailing party in any action arising out of this Agreement shall be entitled to its reasonable attorneys' fees and costs.

11.6 Notices. Legal notices (i.e., claimed breach or termination) to be provided under this Agreement shall be delivered in writing (a) in person, (b) by nationally recognized overnight delivery service, or (c) by US certified or first class mail to the other party as set forth on the signature page hereto. All legal notices shall be deemed to have been given upon receipt or, if under (c) two (2) business days after being deposited in the mail. Either party may change its address by giving notice of the new address to the other party pursuant to this Section and identifying the effective date of such change. Everbridge may provide all other notices to Client's billing contact on the Client Registration Form or, with respect to availability, upgrades or maintenance of the Services, to the Client Portal.

~~**11.7 Marketing.** Client consents to Everbridge referencing Client's name and logo as an Everbridge Client in Everbridge publications, its website, and other marketing materials.~~

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

11.9 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.

11.10 General. This Agreement, including its Exhibits and any Quote, constitutes the entire agreement between the Parties and supersedes all other agreements and understandings between the Parties, oral or written, with respect to the subject matter hereof, including any confidentiality agreements. This Agreement shall not be modified or amended except by a writing signed by both Parties. ANY NEW TERMS OR CHANGES INTRODUCED IN A PURCHASE ORDER OR OTHER DOCUMENT ARE VOID AND OF NO FORCE OR EFFECT. EVERBRIDGE'S ACKNOWLEDGEMENT OF RECEIPT OF SUCH DOCUMENT OR ACCEPTANCE OF PAYMENT SHALL NOT CONSTITUTE AGREEMENT TO ANY TERMS OTHER THAN THOSE SET FORTH IN THIS AGREEMENT. There are no third party beneficiaries to this Agreement. Any right, obligation or condition that, by its express terms or nature and context is intended to survive the termination or expiration of this Agreement, shall survive any such termination or expiration hereof. This Agreement may be executed in one or more counterparts, all of which together shall constitute one original document. A facsimile transmission or copy of the original shall be as effective and enforceable as the original.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

<p>EVERBRIDGE, INC.</p> <p>By: _____ Print Name: _____ Title: _____ Date: _____</p> <p>Address: 500 N. Brand Blvd., Suite 1000 Glendale, California 91203</p> <p>For legal notice: Attention: Legal Department</p>	<p>CLIENT: _____</p> <p>By: _____ Print Name: _____ Title: _____ Date: _____</p> <p>Client's address for legal notices: _____ _____ _____</p> <p>Attn: _____</p>
--	--

EXHIBIT A
Additional Business Terms

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

“Data Feed” means data content licensed or provided by third parties to Everbridge and supplied to Client in connection with the Service (e.g., real time weather system information and warnings, 911 data, third party maps, and situational intelligence).

“Incident Administrator” means an individual who is authorized by Client as an organizational administrator for the Incident Management or IT Alerting Service.

“Incident Operator” means an individual who is authorized by Client as an operator of the Incident Management or IT Alerting Service.

“Premium Features” means the products and services listed on the Premium Feature List attached to the Quote.

1. **Data Feeds.** Notwithstanding anything to the contrary in this Agreement, to the extent that Client has purchased or accesses Data Feeds, such feeds are provided solely on an “AS IS” and “AS AVAILABLE” basis and Everbridge disclaims any and all liability of any kind or nature resulting from any inaccuracies or failures with respect to such Data Feeds. The sole and exclusive remedy for any failure, defect, or inability to access the content of such Data Feed shall be to terminate the Data Feed with no further payments due.
2. **Incident Management/IT Alerting.** For Clients purchasing the Incident Management or IT Alerting Service, unless designated as unlimited: (a) Clients may only designate the number of Users set forth on the Quote, and such individuals shall only have the access rights pursuant to such designation and role; (b) Incident Administrators shall have the ability to build incident templates, report on incidents, and launch incident notifications; (c) Incident Operators shall only have the ability to launch or manage incidents; (d) IT Alerting Users shall have the ability to build, launch or manage incidents as well as participate in an on-call schedule to receive IT outage notifications, and (e) Client shall be provided the number of incident templates purchased pursuant to the Quote. If Client exceeds the number of Users or incident templates purchased, Client shall be charged the applicable fees then in effect for additional Users or incident templates, as applicable.

EXHIBIT B
IPAWS- CMAS/WEA Addendum

This addendum is incorporated by reference into the Agreement as applicable based on the particular products and services described on the Quote.

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

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

This WEA/IPAWS Addendum to the Everbridge Service Agreement ("Addendum") is entered into this ___ day of _____, 2014, by and between Everbridge, Inc., a Delaware corporation ("Everbridge"), and _____ ("Customer"). Everbridge and Customer entered into an Everbridge Service Agreement effective _____, 20__ ("Agreement"). All capitalized terms used herein without definition shall have their respective meanings set forth in the Agreement.

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

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

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

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

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

EVERBRIDGE, INC.

CUSTOMER: _____

By _____

By _____

Title _____

Title _____



500 N. Brand Blvd., Ste. 1000 t 888.366.4911 www.everbridge.com
Glendale, CA 91203 USA f 818.484.2299

CLIENT REGISTRATION FORM

*Required information

*Client Name:

Account Number: (Internal use only)

*Requestor/Approver of Services:

Contact Name:

Phone Number:

Email Address:

Other Number:

*Billing Address:

Contact Name:

*Shipping/Primary Service Location Address:

Contact Name:

Address:

Address:

City:

State/Province/Region:

City:

State/Province/Region:

Postal/Zip Code:

Country:

Postal/Zip Code:

Country:

*Accounts Payable Department:

Contact Name:

Email Address:

*Purchasing Department:

Contact Name:

Email Address:

Phone Number:

Fax Number:

Phone Number:

Fax Number:

Address: same as Billing Address

same as Shipping Address

Address: same as Billing Address

same as Shipping Address

City:

State/Province/Region:

City:

State/Province/Region:

Postal/Zip Code:

Country:

Postal/Zip Code:

Country:

*Invoice Submission Email Address(s):

*Do you require a Purchase Order to process payment?

Yes

No

If Yes, please send Purchase Order to Final.Documents@everbridge.com

(For U.S. Clients only)

*Is your organization exempt from paying Sales and Use Tax?

Yes

No

If your organization is exempt or is utilizing Direct Pay, please attach a copy of your Exemption or Direct Pay Certificate to this form

*If either of the certificates is not attached to this form, sales tax will be added where applicable.

Please provide any special instructions for submitting and processing invoices for payment:

Please list and attach any required forms and/or web links for invoice processing:

e.g., Wire/EFT/ACH forms, Vendor forms, W9 forms, Registration links

Please return the form via Email to Final.Documents@everbridge.com or Fax to 818-484-2299



1 DAY Mass Notification Onsite Training*

Mass Notification Administrator Training

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

Course Outline

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

Mass Notification User Training

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

Course Outline

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



ONBOARDING - STANDARD

OVERVIEW

The standard onboarding is right-sized to support small to medium organizations on deploying all basic Mass Notification and Interactive Visibility functionality. A dedicated onboarding specialist is provided to guide you through the onboarding process and provide strategic advice, tailored to your organization.

Included Standard Onboarding Resources

- + Client portal
- + Knowledgebase
- + Everbridge University
- + Up to 10 hours of an onboarding specialist

TIME FRAME

Standard Everbridge Onboarding requires approximately 15 days to complete. Depending on the size and complexity of the organization, it may take more or less time. The timeframe can be tailored within the following limits for standard onboarding:

- + Access to an Onboarding Specialist for up to 10 hours.
- + Onboarding Specialist hours must be used within 60 days of contract signing.
- + Additional hours are billable at \$250/hr.

SCOPE

A standard onboarding will provide the following:

- + Orientation to your onboarding resources, including the Everbridge Client Portal, knowledgebase articles library, and Everbridge University.
- + Access to your functional account, configured with default templates and default notification paths.
- + 30-minute hands-on demo of creating new users, the basic setup of contacts and the sending of a test notification.
- + Best practices and onboarding guidance as outlined in this document.
- + The onboarding specialist will ensure the client has demonstrated the ability to upload a sample of their contact data, send a notification and interpret the results.

KEY MILESTONES

ORIENTATION CALL

This call will provide an orientation to Everbridge onboarding resources and a review of preparation necessary to conduct a successful onboarding.

KICK-OFF CALL

The Kick-off call will focus on reviewing the basic settings and developing the onboarding project plan.

CONSULTATION CALL

The Consultation Call will focus on reviewing the completion of the project plan and identifying gaps and next steps.

CLOSE-OUT CALL

The Close-out Call will provide guidance on go-live strategies and mark the account's transition to customer success.

KEY MILESTONES

ORIENTATION CALL

The purpose of the orientation call is to prepare for the onboarding process. The Everbridge specialist will provide an overview of the onboarding process to key client stakeholders, introduce the stakeholders to the various onboarding resources, provide a short, interactive demo and access to a live, working account preloaded with default templates and settings. Orientation calls will be held within 5 days of the completion of your order processing. The specialist will also provide a checklist of actions to be completed in order to kick-off the onboarding process. The Call Agenda will include the following:

- + Introductions
- + Review communication goals/use cases
- + Review onboarding process
- + Review resources available to the client
- + Review the success criteria of the Milestone calls
- + Schedule all follow up calls
- + Review the Getting Started checklist
- + An onboarding specialist will provide a demo of the product showing how to create a new user, how to create a contact, and how to send a message using a pre-loaded test template. At the conclusion of the demo, the customer will be provided with their live production account.

Time: 1.5-2 hours

KICK-OFF CALL

The Kick-off call will be held as soon as the actions on the Getting Started checklist are complete, but no later than 3 weeks after the Orientation Call. The agenda will include the following items:

- + Review completion of the Getting Started checklist
- + Verify settings and configurations selected
- + Discuss design and strategy of the organization hierarchy in relation to the client's needs.
- + Review Role-based access control and its application with the client's organization.
- + Review the contact data quality of the sample uploaded by the customer.
- + Upon successful setup of the basic settings, the onboarding specialist will provide a customized Project Plan to guide the remainder of the onboarding. The Project Plan will include guidance on topics such as: data management strategy, reporting, groups and filters, mobile manager, awareness campaigns, training plans, member portal, Weather, IV, and mobile member.

Time: 1-2 hours



COUNTY OF MONTEREY
CONTRACTS/PURCHASING DIVISION
168 W. ALISAL STREET, 3rd FLOOR
SALINAS, CA 93901-2439
(831) 755-4990

**REQUEST FOR PROPOSALS
#10436**

**For
TELEPHONE MESSAGING AND EMERGENCY
NOTIFICATION SYSTEM**

Proposals are due by 3:00 pm (PST) on July 11, 2013

(THIS PAGE INTENTIONALLY LEFT BLANK)

TABLE OF CONTENTS

SOLICITATION DETAILS SECTION	4
1.0 INTENT	5
2.0 BACKGROUND	5
3.0 CALENDAR OF EVENTS	6
4.0 COUNTY POINTS OF CONTACT	6
5.0 SCOPE OF WORK.....	7
6.0 CONTRACT TERM.....	12
7.0 LICENSING/SECURITY REQUIREMENTS	12
8.0 PROPOSAL/QUALIFICATIONS PACKAGE REQUIREMENTS	13
9.0 SUBMITTAL INSTRUCTIONS & CONDITIONS	16
10.0 SELECTION CRITERIA/RATING POINTS	17
11.0 PRICING.....	18
12.0 PREFERENCE FOR LOCAL CONTRACTORS	19
13.0 CONTRACT AWARDS.....	19
14.0 SEQUENTIAL CONTRACT NEGOTIATION.....	19
15.0 AGREEMENT TO TERMS AND CONDITIONS	20
16.0 COLLUSION.....	20
17.0 RIGHTS TO PERTINENT MATERIALS	20
18.0 PIGGYBACK CLAUSE.....	20
SAMPLE AGREEMENT SECTION	22
SAMPLE AGREEMENT BETWEEN COUNTY OF MONTEREY AND CONTRACTOR	23
SAMPLE RECITALS.....	23
S1.0 PERFORMANCE OF THE AGREEMENT	23
S2.0 SCOPE OF SERVICE	24
S3.0 TERM OF AGREEMENT	24
S4.0 COMPENSATION AND PAYMENTS.....	25
S5.0 INVOICES AND PURCHASE ORDERS	25
S6.0 STANDARD INDEMNIFICATION.....	26
S7.0 INSURANCE REQUIREMENTS.....	26
S8.0 RECORDS AND CONFIDENTIALITY	29
S9.0 NON-DISCRIMINATION	29
S10.0 OVERRIDING CONTRACTOR PERFORMANCE REQUIREMENTS	30
S11.0 CONFLICT OF INTEREST.....	30
S12.0 COMPLIANCE WITH APPLICABLE LAWS	31
S13.0 DRUG FREE WORKPLACE	31
S14.0 TIME OF ESSENCE	31
S15.0 PERFORMANCE ASSURANCE AND WAIVER OF BREACH.....	31
S16.0 NOTICES	32
S17.0 LEGAL DISPUTES	33
ATTACHMENTS/APPENDICES AND SIGNATURE PAGE.....	34
ATTACHMENT A - PRICING.....	35
ATTACHMENT B – CLIENT REFERENCES	37
SIGNATURE PAGE	39
APPENDICES A, B & C.....	40

SOLICITATION DETAILS SECTION

1.0 INTENT

- 1.1 The County of Monterey Department of Emergency Communications, hereinafter referred to as “County”, is soliciting proposals from a qualified organization(s), hereinafter referred to as “CONTRACTOR”, to provide: *A Telephone Messaging and Emergency Notification System to be used by the County and Cities within the County to deliver notifications to residents and registered businesses.*
- 1.2 This solicitation is intended for a single, exclusive AGREEMENT.

2.0 BACKGROUND

- 2.1 Monterey County has approximately 450,000 residents, and partners with all twelve incorporated cities, several fire districts and a state university to maintain a unified county-wide telephone messaging and emergency notification system. Messages may be sent by County or any of the partner agencies, so individual authority to send to the various jurisdiction(s) only must be maintained. The ability to accommodate frequent contact uploads in multiple formats using Application Program Interface (API), and other features commonly used at universities are also required features. County is also interested in how CONTRACTOR will maintain and update GIS data for all regions of County, and how often County can upload or provide GIS files for upload as needed to maintain the most accurate GIS data.
- 2.2 Since 2008 County has been contracting with Twenty First Century Communications (TFCC) to provide notification services. County contract with TFCC expires October 7,, 2013. County desires any new contract to be effective, and any new system to be operational no later than October 7, 2013.

Monterey County is the first and currently only county in California that has received their FEMA designation for Integrated Public Alert & Warning System (IPAWS) Digital Certificate and license. County obtained an IPAWS test certificate on March 11, 2013. IPAWS is integrated with the County’s public emergency notification system and County requires inclusion of both IPAWS production mode and IPAWS test mode capabilities with any TENS service it acquires. CONTRACTORS who cannot demonstrate these capabilities will be eliminated from consideration.

County is interested in receiving RFP responses that explain how the following system requirements are currently, or will, be met. CONTRACTOR demonstrations of live systems will be scheduled as part of the selection process, after initial screening to determine compliance with required features and functions such as IPAWS.

3.0 CALENDAR OF EVENTS

- | | | |
|-----|-------------------------------------|--------------------------------|
| 3.1 | Issue RFP | June 13 , 2013 |
| 3.2 | Deadline for Written Questions | 3:00 p.m., PST, June 25, 2013 |
| 3.3 | Proposal Submittal Deadline | 3:00 p.m., PST, July 11 , 2013 |
| 3.4 | Estimated Notification of Selection | August, 2013 |
| 3.5 | Estimated AGREEMENT Date | October, 2013 |

This schedule is subject to change as necessary.

- 3.7 **FUTURE ADDENDA:** CONTRACTORS, who received notification of this solicitation by means other than through a County of Monterey mailing, shall contact the person designated in the COUNTY POINTS OF CONTACT herein to request to be added to the mailing list. Inclusion on the mailing list is the only way to ensure timely notification of any addenda and/or information that may be issued prior to the solicitation submittal date. **IT IS THE CONTRACTORS' SOLE RESPONSIBILITY TO ENSURE THAT THEY RECEIVE ANY AND ALL ADDENDA FOR THIS RFP** by either informing the County of their mailing information or by regularly checking the County's Solicitation Center web page at www.co.monterey.ca.us/admin/solicitcenter.htm. Addenda will be posted on the website the day they are released.

4.0 COUNTY POINTS OF CONTACT

- 4.1 Questions and correspondence regarding this solicitation shall be directed to:

Primary Contact for the County	<p>Gina Encallado Deputy Purchasing Agent 168 W. Alisal Street, 3rd Floor Salinas, CA 93901-2439 PHONE: (831) 796-1336 FAX: (831) 755-4969 Email: EncalladoGL@co.monterey.ca.us</p>
--------------------------------	--

- 4.2 All questions regarding this solicitation shall be submitted in writing (E-mail or FAX is acceptable). The questions will be researched and the answers will be communicated to all known interested CONTRACTOR after the deadline for receipt of questions.
- 4.3 The deadline for submitting written questions regarding this solicitation is indicated in the **CALENDAR OF EVENTS herein**. Questions submitted after the deadline will not be answered.

- 4.4 Only answers to questions communicated by formal written addenda will be binding.
- 4.5 Prospective CONTRACTOR shall not contact County officers or employees with questions or suggestions regarding this solicitation except through the primary contact person listed above. **Any unauthorized contact may be considered undue pressure and cause for disqualification of the CONTRACTOR.**

5.0 SCOPE OF WORK

- 5.1 Contractor Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to not less than 50 percent of the original total contract price, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT price before computing the amount of work required to be performed by CONTRACTOR with its organization.

Functional Requirements shall include but are not limited to the following (CONTRACTOR to respond to Functional Requirements using Appendix A).

- 5.2 CONTRACTOR must state and demonstrate upon request that their system meets Minimum Standard for Emergency Telephone Notification Systems, Document 56-003, published by the National Emergency Number Association (NENA), June 12, 2004.
- 5.2.1 Must support an Application Programming Interface (API) that allows for automatically adding, updating and removing of users. API must also support custom user fields, subscriptions and delivery methods.
- 5.2.2 Must support the ability for administrators to manually add, edit and delete message recipients from the system without CONTRACTOR intervention.
- 5.2.3 Must include a mechanism to track which user made changes, when changes were made and include a detailed list of changes.
- 5.2.4 Activations do not require CONTRACTOR intervention, such as an operator.
- 5.2.5 Must allow users to search for pre-loaded campaigns, maps and messages using dynamic key word search; searching should not require exact name.
- 5.2.6 Must be able to generate notifications to listed and unlisted telephone numbers.
- 5.2.7 Must accept a monthly upload of MSAG data provided by COUNTY. CONTRACTOR must sign nondisclosure agreement.
- 5.2.8 Must be able to send all messages in multiple languages.

- 5.2.9 Must be able to initiate sessions, activate saved messages and create new message from iOS and Android mobile devices as well as Windows and Mac desktop computers.
- 5.2.10 Interface must be simple, intuitive and user friendly.
- 5.2.11 User shall be given the option to record a message at the time of activation (on-the-fly) or to use a previously recorded message.
- 5.2.12 All system functionality and components available to users must be utilized through a single application; a single user interface.
- 5.2.13 Must provide simple, online registration for citizens.
- 5.2.14 Must provide campaign tracking and time stamp database storage of sent messages for reporting.
- 5.2.15 Must be capable of answering machine detection and ability to leave a message.
- 5.2.16 Must have the ability to resend a message that has been sent and to adjust the targeted audience of the message content.
- 5.2.17 Must be able to schedule a notification for a future date and time of delivery.
- 5.2.18 Must be able to select geographic areas on an online map in which notifications will be sent.
- 5.2.19 Must be able to edit and save a geographic area for future notification.
- 5.2.20 Must be able to exclude individual address(es) from geographic notifications.
- 5.2.21 Must allow delivery of location only based notifications.
- 5.2.22 Must be able to restrict user access to send messages based on jurisdictional areas.
- 5.2.23 The notification system has to provide the means to deliver messages to all devices including: IPAWS, landline, wireless, email, SMS/MMS and alpha and numeric pagers.
- 5.2.24 Must utilize existing Shape Files for display and notification as well as accept uploads of new GIS files.
- 5.2.25 Residents, employees and constituents must be able to register/add/edit up to five additional persons such as parents, siblings, spouses to their account.
- 5.2.26 Must not allow individuals to opt out of future emergency notifications.

- 5.2.27 Must allow individuals to opt out of non-emergency notifications.
- 5.2.28 Notifications must include a programmable callback number that allows for up to ten (10) digits but will accept as few as three (3). (e.g. 911).
- 5.2.29 Email notifications shall be able to include attachments (drawings, maps, lists, etc.) Define any limitations and exceptions.
- 5.2.30 Must allow for the import and export of all message information in a common format. (CONTRACTOR to specify available formats).
- 5.2.31 Must include 24/7/365 toll-free, immediate, CONTRACTOR operated technical support phone number for County and other users staffed by on-duty technician who can send messages on our behalf in both English and Spanish.
- 5.2.32 Easily accessible descriptions of data fields in notification entry screen.
- 5.2.33 Must allow for daily uploads of population data.

Technical Specifications shall include but are not limited to the following (CONTRACTOR to respond to Technical Specifications using Appendix B.

- 5.3 Technical Specifications shall include but are not limited to the following:
 - 5.3.1 Must provide a test environment and test plan.
 - 5.3.2 Must do quarterly (or better) updates to GIS mapping.
 - 5.3.3 Must be CONTRACTOR hosted, SAS79 Software as a Service model is required.
 - 5.3.4 Must not require onsite hardware.
 - 5.3.5 Must not require any integration with onsite software or hardware (excluding web browser).
 - 5.3.6 Must be 100% IPAWS Functional – See Section 8.1.1 Section for additional detail.
 - 5.3.7 Must have CMAS capability independent of IPAWS as soon as technology is available in County's area.
 - 5.3.8 Must be capable of storing contact information of 1 million individuals.
 - 5.3.9 Must be capable of processing simultaneous activations without call lists being placed into queue for later delivery.
 - 5.3.10 Must be able to send messages via TDD/TTY without the aid of a relay operator.

- 5.3.11 Must be able to set TDD/TTY as a global default.
- 5.3.12 Must be provided through a service supported by back-up operations geographically separated and redundant architecture (alternate hosted facility).
- 5.3.13 Must make data available to the COUNTY at all times.
- 5.3.14 Must allow COUNTY to be able to access and modify data at any times.
- 5.3.15 COUNTY must retain ownership of data; data must be returned to COUNTY upon termination of contract.
- 5.3.16 Must retain in progress work after a system timeout due to user inactivity or connection failure.
- 5.3.17 Database must be searchable by any field (phone number, name, street, city, zip code, etc.).
- 5.3.18 CONTRACTOR must provide and host a signup page. Smart Phone “App” for citizen signups is a desirable feature.
- 5.3.19 COUNTY must be able to query on any field/fields in the database.
- 5.3.20 Must be capable of generating reports of who was contacted and who was not contacted.
- 5.3.21 Must be able to provide on-screen reports of all notifications.
- 5.3.22 Maps, databases, saved messages, and reports must remain saved and available on the application until contract is terminated.
- 5.3.23 Full system functionality shall be available to COUNTY during all testing and upgrades.
- 5.3.24 CONTRACTOR shall ensure that all data is retained, and if necessary, reloaded after any hardware or software upgrades.
- 5.3.25 Reports must be downloadable in excel or other common format.
- 5.3.26 Reports must be searchable by date range and/or specifics; last 30 days, 7 days, etc.
- 5.3.27 Reports must be searchable by User (who sent the message) or location of message.
- 5.3.28 Reports must include: Success percentage and actual number (and define what makes it a ‘success’) as well as failures by percentage and actual number (define a failure;

network error, busy signal? Etc.). Include the number of count of each type of service: landline, cellular, text, etc.

- 5.3.29 Reports must include: start and stop time, type of message or subject of message, size of the message, success of each service type, who initiated the message.
 - 5.3.30 Must be able to download report into file of last (specific number of) activations with basic information in a readable format (Excel, Access). Executive Summary reports as well as detailed report levels.
 - 5.3.31 CONTRACTOR reports must include at a minimum: answer, answering machine, busy, ring, no answer, operator intercept, fax, defined Telco network error, etc.
 - 5.3.32 Can query the database on any field, or any combination of fields, in the database to create lists.
 - 5.3.33 Must be able to throttle messages at variable rates. Please Describe.
 - 5.3.34 Data of any kind (maps, campaigns, citizen data, reports, saved messages, etc.) must never expire or be removed from the system for any reason by CONTRACTOR without explicit instruction by COUNTY until termination of contract.
- 5.4 Security Requirements shall include but are not limited to the following:

CONTRACTOR to respond to Security Requirements using Appendix C.

- 5.4.1 Data must be hosted offsite on secure SSL v3 or higher servers.
- 5.4.2 Denote the location where the data will be stored and if it will be replicated elsewhere.
- 5.4.3 Encrypted Username/password with firewall protection. Multifactor authentication recommended for County Administrators.
- 5.4.4 Server must use logging.
- 5.4.5 Denote who will have access to the data.
- 5.4.6 Product shall support HTTPS.
- 5.4.7 List controls in place to ensure the safety of stored data. Monitoring by CONTRACTOR for unauthorized activity and timely notification of potential data security breaches; regular security reviews and vulnerability assessments as part of Service Agreement.
- 5.4.8 Ensure backup of data is not comingled with other customer's data.

- 5.5 All goods and services provided by CONTRACTOR shall be in compliance with COUNTY'S Information Technology Policies which are posted online at:
http://www.co.monterey.ca.us/it_policies/
- 5.6 Warranty requirements shall include at a minimum: Standard Vendor Warranty.

6.0 CONTRACT TERM

- 6.1 The term of the AGREEMENT(s) will be for a period of one (1) year with the option to extend the AGREEMENT for five (5) optional one-year periods.
- 6.1.1 County is not required to state a reason if it elects not to renew.
- 6.2 If the AGREEMENT includes options for renewal or extension, CONTRACTOR must commence negotiations for any desired rate changes a minimum of ninety days (90) prior to the expiration of the AGREEMENT.
- 6.2.1 Both parties shall agree upon rate extension(s) or changes in writing.
- 6.3 The AGREEMENT shall contain a clause that provides that County reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with a thirty day (30) written notice, or immediately with cause.

7.0 LICENSING/SECURITY REQUIREMENTS

- 7.1 CONTRACTOR is required to ensure that all services, costs, and materials must, at minimum, meet the specifications for State of California and CAL/OSHA regulations, as applicable.
- 7.2 CONTRACTOR is to ensure that the insurance and required licenses under both state and local jurisdictions are current during the full term of the AGREEMENT.

8.0 PROPOSAL/QUALIFICATIONS PACKAGE REQUIREMENTS

8.1 CONTENT AND LAYOUT:

CONTRACTOR shall provide onsite demonstration of product at the COUNTY including demo of an existing customer's system. Please describe your implementation and training procedures. Is onsite training or off-site training available to users and Administrators? Is on-demand web based training available?

CONTRACTOR shall provide an overview of your capability to handle multiple, simultaneous activations from multiple users. Describe your system's general redundancy and bandwidth.

CONTRACTOR shall describe experience with message delivery through low capacity, local Telco central offices.

8.1.1 CONTRACTOR should provide the information as requested and as applicable to the proposed goods and services. The proposal or qualifications package shall be organized as per the table below; headings and section numbering utilized in the proposal or qualification package shall be the same as those identified in the table. Proposals or qualifications packages shall include at a minimum, but not limited to, the following information in the format indicated:

Proposal or Qualifications Package Layout;
Organize and Number Sections as Follows:

Section 1	COVER LETTER (INCLUDING CONTACT INFO)
	SIGNATURE PAGE
	RECEIPT OF SIGNED ADDENDA (IF ANY)
	TABLE OF CONTENTS
Section 2	PRE-QUALIFICATIONS
Section 3	PROJECT EXPERIENCE AND REFERENCES
Section 4	ENVIRONMENTALLY FRIENDLY PRACTICES
Section 5	PRICING (ATTACHMENT A) & WARRANTY
Section 6	EXCEPTIONS
Section 7	APPENDIX

Section 1 Requirements:

Cover Letter: All proposals must be accompanied by a cover letter not exceeding two pages and should provide firm information and Contact information as follows:

Contact Info: The name, address, telephone number, and fax number of CONTRACTOR's primary contact person during the solicitation process through to potential contract award.

Firm Info: Description of the type of organization (e.g. corporation, partnership, including joint venture teams and subcontractors) and how many years it's been in existence.

Signed Signature Page and Signed Addenda (if any addenda were released for this solicitation). proposal or qualifications packages submitted without this page will be deemed non-responsive. All signatures must be manual and in BLUE ink. All prices and notations must be typed or written in BLUE ink. Errors may be crossed out and corrections printed in ink or typed adjacent, and must be initialed in BLUE ink by the person signing the proposal.

Table of Contents

Section 2, Pre-Qualifications/Licensing Requirements:

Pre-Qualifications/Licensing: CONTRACTOR must acknowledge in writing that it meets all of the pre-qualifications and licensing requirements, if required.

Prospective CONTRACTORs must demonstrate that their proposed service, including all software, is capable of sending and receiving CAP (Common Alerting Protocol) Version 1.2 messages via the IPAWS-Open Platform. Proposed service shall be capable of sending and receiving messages through the same user interface that is used to generate TENS (Telephone Emergency Notification System) messages both in production and training modes.

Prospective CONTRACTOR's proposal shall state:

- Date that CONTRACTOR'S proposed service became IPAWS compliant
- The full IPAWS capability will be maintained through the life of any service contract and;
- That CONTRACTOR will update proposed service in a timely fashion and at no cost to County to maintain compatibility with newer versions of the Common Alerting Protocol should the Federal Management Agency create a version to succeed Version 1.2 of the CAP.

Section 3, Project Experience & References:

Key Staff Persons: CONTRACTOR shall identify key staff and their qualifications and experience proposed for the service identified herein.

Experience & References: CONTRACTOR shall describe five (5) references, at least 3 of which serve multiple jurisdictions with multiple authorized users having a total population of no less than 400,000. References must be active customers.

Please include phone number and email address if possible as the County will conduct reference checks using this information.

Section 4, Environmentally Friendly Practices:

CONTRACTOR shall summarize all environmentally friendly practices it adheres to in the course of doing business as relevant to County's Climate-Friendly Purchasing Policy (*Reference: www.co.monterey.ca.us/admin/policies.htm*).

CONTRACTOR shall indicate whether or not it is a 'Green Certified' Business and state which governing authority administered the certification.

Section 5, Pricing, Warranty & Samples:

CONTRACTOR shall complete and submit pricing as per ATTACHMENT A – PRICING SHEET attached hereto.

Warranty: CONTRACTOR shall specify the warranty period for the materials and guarantee the workmanship of all items proposed. After the award, the CONTRACTOR shall promptly remedy all defects without cost to the County that may appear within this period. CONTRACTOR shall also specify if extended warranty is available and submit the extended warranty term period and associated cost.

Section 7, Exceptions:

Submit any and all exceptions to this solicitation on separate pages, and clearly identify the top of each page with "EXCEPTION TO MONTEREY COUNTY SOLICITATION #" (indicate the applicable solicitation number). Each Exception shall reference the page number and section number, as appropriate. CONTRACTOR should note that the submittal of an Exception does not obligate the County to revise the terms of the RFP or AGREEMENT.

Section 8, Appendix:

Appendices: CONTRACTOR may provide any additional information that it believes to be applicable to this proposal or qualifications package and include such information in an Appendix section.

8.2 **ADDITIONAL REQUIREMENTS:** To be considered "responsive," submitted proposals or qualifications packages shall adhere to the following:

- 8.2.1 Eight (8) sets of the proposal or qualifications package (one original proposal marked "Original" plus seven copies) shall be submitted in response to this solicitation. Each copy shall include a cover indicating the company name submitting, and reference to "RFP #10436". In addition, submit one (1) electronic version of the entire proposal or qualifications package on a CD, DVD, or USB memory stick. Additional copies may be requested by the COUNTY at its discretion.
- 8.2.2 Proposals or qualifications packages shall be prepared on 8-1/2" x 11" paper, preferably duplex printed and stapled together without binder or plastic enclosure (environmentally friendly). Fold out charts, tables, spreadsheets, brochures, pamphlets, and other pertinent information or work product examples may be included as Appendices.
- 8.2.3 Reproductions of the Monterey County Seal shall not be used in any documents submitted in response to this solicitation.
- 8.2.4 CONTRACTOR shall not use white-out or a similar correction product to make late changes to their proposal or qualifications package but may instead line out and initial in BLUE ink any item which no longer is applicable or accurate.
- 8.2.5 To validate your proposal or qualifications package, **submit the SIGNATURE PAGE** (contained herein) **with your proposal**. Proposals or qualifications packages submitted without that page will be deemed non-responsive. Proposal signature must be manual, in BLUE ink, and included with the original copy of the proposal. Photocopies of the Signature Page may be inserted into the remaining proposal copies. All prices and notations must be typed or written in BLUE ink in the original proposal copy as well. Errors may be crossed out and corrections printed in BLUE ink or typed adjacent, and must be initialed in BLUE ink by the person signing the proposal.
- 8.3 **CONFIDENTIAL OR PROPRIETARY CONTENT:** Any page of the proposal or qualifications package that is deemed by CONTRACTOR to be a trade secret by the CONTRACTOR shall be clearly marked "CONFIDENTIAL INFORMATION" or "PROPRIETARY INFORMATION" at the top of the page.

9.0 SUBMITTAL INSTRUCTIONS & CONDITIONS

- 9.1 **Submittal Identification Requirements:** ALL SUBMITTALS MAILED OR DELIVERED CONTAINING PROPOSAL OR QUALIFICATIONS OR QUOTATION PACKAGES MUST BE SEALED AND BEAR ON THE OUTSIDE, PROMINENTLY DISPLAYED IN THE LOWER LEFT CORNER: **THE SOLICITATION NUMBER RFP #10424 and CONTRACTORS COMPANY NAME.**
- 9.2 **Mailing Address:** Proposal or qualifications packages shall be mailed to County at the mailing address indicated on the **Signature Page** of this solicitation.
- 9.3 **Due Date:** Proposal or qualifications packages must be received by County ON OR BEFORE the time and date specified, at the location and to the person specified on the **Signature Page** of this solicitation. It is the sole responsibility of the CONTRACTOR to

ensure that the proposal or qualifications package is received at or before the specified time. Postmarks and facsimiles are not acceptable. Proposals received after the deadline shall be rejected and returned unopened.

- 9.4 Shipping Costs: Unless stated otherwise, the F.O.B. for receivables shall be destination. Charges for transportation, containers, packaging and other related shipping costs shall be borne by the shipper.
- 9.5 Acceptance: Proposals are subject to acceptance at any time within 90 days after opening. Monterey County reserves the right to reject any and all proposal or qualifications packages, or part of any proposal or qualifications package, to postpone the scheduled deadline date(s), to make an award in its own best interest, and to waive any informalities or technicalities that do not significantly affect or alter the substance of an otherwise responsible proposal or qualifications package and that would not affect a CONTRACTOR'S ability to perform the work adequately as specified.
- 9.6 Ownership: All submittals in response to this solicitation become the property of the County of Monterey. If a CONTRACTOR does not wish to submit a Proposal or qualifications package but wishes to acknowledge the receipt of the request, the reply envelope shall be marked "No Bid".
- 9.7 Compliance: Proposal or qualifications packages that do not follow the format, content and submittal requirements as described herein, or fail to provide the required documentation, may receive lower evaluation scores or be deemed non-responsive.
- 9.8 CAL-OSHA: The items proposed shall conform to all applicable requirements of the California Occupational Safety and Health Administration Act of 1973 (CAL-OSHA).

10.0 SELECTION CRITERIA/RATING POINTS

- 10.1 The selection of CONTRACTOR and subsequent contract award(s) will be based on the criteria contained in this Solicitation, as demonstrated in the submitted proposal. CONTRACTOR should submit information sufficient for the County to easily evaluate proposals with respect to the selection criteria. The absence of required information may cause the Proposal to be deemed non-responsive and may be cause for rejection.
- 10.2 The selection criteria include, but are not limited to, the following: **(100 points total)**.
- 10.2.1 Robustness/redundancy of messaging infrastructure and high rates of message delivery. **10 points**
 - 10.2.2 Competitive pricing most favorable to the County of Monterey as per Attachment-A Pricing Schedule. **20 points**
 - 10.2.3 Client References. **5 points**
 - 10.2.4 Acceptance of County Terms & Conditions. **10 points**
 - 10.2.5 Implementation Schedule. **10 points**
 - 10.2.6 Speed at which a message can be created and launched. **10 points**
 - 10.2.7 Reporting Capabilities. **10 points**

10.2.8 Ease of use by system operator when entering and sending a message. **10 points**

10.2.9 Compliance of specifications listed in Section 5.0. **10 points**

10.2.10 Green Compliance. **5 points**

- 10.3 AGREEMENT award(s) will not be based on cost alone.
- 10.4 To the extent of personnel and equipment to be provided under this agreement, CONTRACTOR, if so requested, shall afford the County an opportunity to inspect CONTRACTOR'S equipment prior to award of the agreement.
- 10.5 The award(s) resulting from this RFP will be made to the CONTRACTOR(s) that submit a response that, in the sole opinion of the county, best serves the overall interest of the County.
- 10.6 The award made from this RFP may be subject to approval by the County Board of Supervisors.

11.0 PRICING

- 11.1 CONTRACTOR(s) will complete ATTACHMENT A - PRICING SCHEDULE for the provision of services as outlined within this RFP.
- 11.2 CONTRACTOR prices stated in ATTACHMENT A - PRICING SCHEDULE shall be effective from the date the proposal is submitted to the day the AGREEMENT is awarded and through the initial term of the AGREEMENT.
- 11.3 Prior to the start of each project, the County department and CONTRACTOR(s) will mutually agree upon the budget for the project.
- 11.3.1 County will provide a defined scope
- 11.3.2 Pricing may be based upon an hourly rate or by the project, based upon the direction of the user department.
- 11.4 Prices quoted for work assignments must remain in effect for a minimum of thirty (30) days.
- 11.5 Invoicing by CONTRACTOR(s) will clearly itemize but is not limited to the following:
- 9.5.1 the County Department receiving services,
 - 9.5.2 the purchase order number under which the invoice is to be charged,
 - 9.5.3 the services provided,
 - 9.5.4 the dates of services,
- 11.6 Proposals should include any early discounts and/or incentives offered.

12.0 PREFERENCE FOR LOCAL CONTRACTORS

- 12.1 General Requirements - Each local CONTRACTOR providing goods, supplies or services funded in whole or in part by County funds, or funds which the County expends or administers, shall be eligible for a local preference as provided in this section.
- 12.3 “Local CONTRACTOR” Defined - For the purpose of this section, the term “local CONTRACTOR” shall mean a business or resident doing business as a CONTRACTOR in Monterey County, San Benito County, or Santa Cruz County for not less than the past five (5) consecutive years.

13.0 CONTRACT AWARDS

- 13.1 No Guaranteed Value: County does not guarantee a minimum or maximum dollar value for any AGREEMENT or AGREEMENTS resulting from this solicitation.
- 13.2 Board of Supervisors: The award(s) made from this solicitation may be subject to approval by the County Board of Supervisors.
- 13.3 Interview: County reserves the right to interview selected CONTRACTOR before a contract is awarded. The costs of attending any interview are the CONTRACTOR’S responsibility.
- 13.4 Incurred Costs: County is not liable for any cost incurred by CONTRACTOR in response to this solicitation.
- 13.5 Notification: All CONTRACTORS who have submitted a Proposal or Qualifications Package will be notified of the final decision as soon as it has been determined.
- 13.6 In County’s Best Interest: The award(s) resulting from this solicitation will be made to the CONTRACTOR that submit(s) a response that, in the sole opinion of County, best serves the overall interest of County.

14.0 SEQUENTIAL CONTRACT NEGOTIATION

- 14.1 County will pursue contract negotiations with the CONTRACTOR who submit(s) the best Proposal or qualifications or is deemed the most qualified in the sole opinion of County, and which is in accordance with the criteria as described within this solicitation. If the contract negotiations are unsuccessful, in the opinion of either County or CONTRACTOR, County may pursue contract negotiations with the entity that submitted a Proposal which County deems to be the next best qualified to provide the services, or County may issue a new solicitation or take any other action which it deems to be in its best interest.

15.0 AGREEMENT TO TERMS AND CONDITIONS

- 15.1 CONTRACTOR selected through the solicitation process will be expected to execute a formal AGREEMENT with County for the provision of the requested service. The AGREEMENT shall be written by County in a standard format approved by County Counsel, similar to the “**SAMPLE AGREEMENT SECTION**” herein. Submission of a signed bid/proposal and the **SIGNATURE PAGE** will be interpreted to mean CONTRACTOR HAS AGREED TO ALL THE TERMS AND CONDITIONS set forth in the pages of this solicitation and the standard provisions included in the **SAMPLE AGREEMENT** Section herein. County may but is not required to consider including language from the CONTRACTOR’S proposed AGREEMENT, and any such submission shall be included in the EXCEPTIONS section of CONTRACTOR’S proposal.

16.0 COLLUSION

- 16.1 CONTRACTOR shall not conspire, attempt to conspire, or commit any other act of collusion with any other interested party for the purpose of secretly, or otherwise, establishing an understanding regarding rates or conditions to the solicitation that would bring about any unfair conditions.

17.0 RIGHTS TO PERTINENT MATERIALS

- 17.1 All responses, inquiries, and correspondence related to this solicitation and all reports, charts, displays, schedules, exhibits, and other documentation produced by the CONTRACTOR that are submitted as part of the submittal will become the property of the County when received by the County and may be considered public information under applicable law. Any proprietary information in the submittal must be identified as such and marked “CONFIDENTIAL INFORMATION” or “PROPRIETARY INFORMATION”. The County will not disclose proprietary information to the public, unless required by law; however, the County cannot guarantee that such information will be held confidential.

18.0 PIGGYBACK CLAUSE

- 18.1 CONTRACTOR shall indicate below if CONTRACTOR agrees to extend the same prices, terms and conditions of their proposal to other public agencies that have delivery locations within the State of California limits: ____ Yes ____ No. CONTRACTOR’S response to this question will not be considered in award of the AGREEMENT resulting from this solicitation. If and when CONTRACTOR extends the prices, terms and conditions of their proposal to other public agencies, any resulting agreement shall be between CONTRACTOR and the other public agencies and County shall bear no

responsibility or liability for any agreements between CONTRACTOR and the other public agencies.

SAMPLE AGREEMENT SECTION

SAMPLE AGREEMENT BETWEEN COUNTY OF MONTEREY AND CONTRACTOR

This AGREEMENT is made and entered into by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County", and _____, hereinafter referred to as "CONTRACTOR."

SAMPLE RECITALS

WHEREAS, County has invited proposals through the Request for Proposals (RFP # _____) for _____, in accordance with the specifications set forth in this AGREEMENT; and

WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and

WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, County and CONTRACTOR, for the consideration hereinafter named, agree as follows:

S1.0 PERFORMANCE OF THE AGREEMENT

- S1.1 After consideration and evaluation of the CONTRACTOR'S proposal, the County hereby engages CONTRACTOR to provide the services set forth in RFP # _____ and in this AGREEMENT on the terms and conditions contained herein and in RFP # _____. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

This AGREEMENT including all its attachments, Exhibits and Appendix
RFP # _____ Addendum (or Addenda) # _____
RFP # _____ dated _____, including all attachments and exhibits
CONTRACTOR'S Proposal dated _____,
Certificate of Insurance
Additional Insured Endorsements

- S1.2 All of the above-referenced contract documents are intended to be complementary. Work required by one of the above-referenced contract documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order: AGREEMENT including all Attachments, Exhibits and Appendix, RFP # _____ Addendum/Addenda # _____, RFP # _____ including all attachments and exhibits, Certificate of Insurance, and Additional Insured Endorsements.

- S1.3 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this AGREEMENT are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this AGREEMENT and are not employees of the County, or immediate family of an employee of the County.
- S1.4 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this AGREEMENT that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- S1.4.1 CONTRACTOR must maintain all licenses throughout the term of the AGREEMENT.
- S1.5 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this AGREEMENT, except as otherwise specified in this AGREEMENT. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this AGREEMENT.

S2.0 SCOPE OF SERVICE

[_____]

See Scope of Work.

S3.0 TERM OF AGREEMENT

- S3.1 The initial term shall commence with the signing of this AGREEMENT through and including _____, with the option to extend this AGREEMENT for _____ additional _____ year periods.
- S3.1.1 County is not required to state a reason if it elects not to renew this AGREEMENT.
- S3.2 CONTRACTOR shall commence negotiations for any desired rate changes a minimum of ninety days (90) prior to the expiration of this AGREEMENT in order to be considered.
- S3.2.1 Both parties shall agree upon rate extension(s) or changes in writing.
- S3.3 County reserves the right to cancel this AGREEMENT, or any extension of this AGREEMENT, without cause, with a thirty day (30) written notice, or immediately with cause.

S4.0 COMPENSATION AND PAYMENTS

- S4.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with the pricing sheet attached hereto.
- S4.2 Prices shall remain firm for the initial term of this AGREEMENT and, thereafter, may be adjusted annually as provided in this paragraph. County does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.
- S4.3 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of this AGREEMENT.
- S4.4 Any discount offered by the CONTRACTOR must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that requires payment in less than 30 days.
- S4.5 CONTRACTOR shall levy no additional fees or surcharges of any kind during the term of this AGREEMENT without first obtaining approval from County in writing.
- S4.6 Tax:
 S4.6.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.
 S4.6.2 County is registered with the Internal Revenue Service, San Francisco office, and registration number 94-6000524. The County is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.

S5.0 INVOICES AND PURCHASE ORDERS

- S5.1 Invoices for all services rendered per this AGREEMENT shall be billed directly to the _____ department at the following address:

- S5.2 CONTRACTOR shall reference the RFP/RFQ number on all invoices submitted to County. CONTRACTOR shall submit such invoices periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. County shall certify the invoice, either in the requested amount or in such other amount as County approves in conformity with this AGREEMENT, and shall promptly submit such invoice to County Auditor-Controller for payment. County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

- S5.3 All County of Monterey Purchase Orders issued for the AGREEMENT are valid only during the fiscal year in which they are issued (the fiscal year is defined as July 1 through June 30).
- S5.4 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by County. Surcharges and additional fees not included the AGREEMENT must be approved by County in writing via an Amendment.

S6.0 STANDARD INDEMNIFICATION

- S6.1 CONTRACTOR shall indemnify, defend, and hold harmless County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with CONTRACTOR's performance of this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

S7.0 INSURANCE REQUIREMENTS

- S7.1 Evidence of Coverage:
- S7.1.1 Prior to commencement of this AGREEMENT, CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition CONTRACTOR upon request shall provide a certified copy of the policy or policies.
- S7.1.2 This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. CONTRACTOR shall not receive a "Notice to Proceed" with the work under this AGREEMENT until it has obtained all insurance required and such, insurance has been approved by County. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.
- S7.2 Qualifying Insurers: All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less

than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by County's Purchasing Officer.

S7.3 Insurance Coverage Requirements:

S7.3.1 Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

S7.3.1.1 Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

S7.3.2 Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

S7.3.3 Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this AGREEMENT, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

S7.3.4 Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, CONTRACTOR shall, upon the expiration or earlier termination of this AGREEMENT, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this AGREEMENT.

S7.4 Other Insurance Requirements:

S7.4.1 All insurance required by this AGREEMENT shall be with a company acceptable to County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage

required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this AGREEMENT.

- S7.4.2 Each liability policy shall provide that County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.
- S7.4.3 Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.
- S7.4.4 Prior to the execution of this AGREEMENT by County, CONTRACTOR shall file certificates of insurance with County's contract administrator and County's Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by this AGREEMENT. CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this AGREEMENT, which shall continue in full force and effect.
- S7.4.5 CONTRACTOR shall at all times during the term of this AGREEMENT maintain in force the insurance coverage required under this AGREEMENT and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this AGREEMENT, which entitles County, at its sole discretion, to terminate this AGREEMENT immediately.

S8.0 RECORDS AND CONFIDENTIALITY

- S8.1 Confidentiality: CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this AGREEMENT, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this AGREEMENT except for the sole purpose of carrying out CONTRACTOR's obligations under this AGREEMENT.
- S8.2 County Records: When this AGREEMENT expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this AGREEMENT.
- S8.3 Maintenance of Records: CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this AGREEMENT.
- S8.4 Access to and Audit of Records: County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of CONTRACTOR and its subcontractors related to services provided under this AGREEMENT. The parties to this AGREEMENT may be subject, at the request of County or as part of any audit of County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this AGREEMENT for a period of three years after final payment under the AGREEMENT.

S9.0 NON-DISCRIMINATION

- S9.1 During the performance of this contract, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code, §12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0, et seq.).
- S9.2 The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12900, et seq., set forth in Chapter 5 of Division 4 of

Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

- S9.3 CONTRACTOR shall include the non-discrimination and compliance provisions of the clause in all AGREEMENTs with subcontractors to perform work under the contract.

S10.0 OVERRIDING CONTRACTOR PERFORMANCE REQUIREMENTS

- S10.1 Independent Contractor: CONTRACTOR shall be an independent contractor and shall not be an employee of Monterey County, nor immediate family of an employee of County. CONTRACTOR shall be responsible for all insurance (General Liability, Automobile, Workers' Compensation, unemployment, etc.) and all payroll-related taxes. CONTRACTOR shall not be entitled to any employee benefits. CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.
- S10.2 Non-Assignment: CONTRACTOR shall not assign this contract or the work required herein without the prior written consent of County.
- S10.3 Any subcontractor shall comply with all of County of Monterey requirements, including insurance and indemnification requirements as detailed in SAMPLE AGREEMENT.

S11.0 CONFLICT OF INTEREST

- S11.1 CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this AGREEMENT. Without limitation, CONTRACTOR represents to and agrees with COUNTY that CONTRACTOR has no present, and will have no future, conflict of interest between providing COUNTY services hereunder and any other person or entity (including but not limited to any federal or state environmental or regulatory agency) which has any interest adverse or potentially adverse to COUNTY, as determined in the reasonable judgment of the Board of Supervisors of COUNTY.
- S11.2 CONTRACTOR agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this AGREEMENT for COUNTY will be kept confidential and not be disclosed to any other person. CONTRACTOR agrees to immediately notify COUNTY in accordance with the Notices Section of this AGREEMENT, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this AGREEMENT. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to COUNTY hereunder.

S12.0 COMPLIANCE WITH APPLICABLE LAWS

- S12.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.
- S12.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.
- S12.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations and guidelines that are in force at the time such documentation is prepared.

S13.0 DRUG FREE WORKPLACE

- S13.1 CONTRACTOR and CONTRACTOR'S employees shall comply with the COUNTY'S policy of maintaining a drug free workplace. Neither CONTRACTOR nor CONTRACTOR'S employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a COUNTY facility or work site, the CONTRACTOR shall, within five days thereafter notify the head of the COUNTY department/agency for which the AGREEMENT services are performed. Violation of this provision shall constitute a material breach of this AGREEMENT.

S14.0 TIME OF ESSENCE

- S14.1 Time is of the essence in respect to all provisions of this AGREEMENT that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this AGREEMENT.

S15.0 PERFORMANCE ASSURANCE AND WAIVER OF BREACH

- S15.1 Assurance of Performance: If at any time County believes CONTRACTOR may not be adequately performing its obligations under this AGREEMENT or that CONTRACTOR

may fail to complete the Services as required by this AGREEMENT, County may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in CONTRACTOR'S performance. CONTRACTOR shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this AGREEMENT. If County accepts the plan it shall issue a signed waiver.

S15.1.1 Waiver: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this AGREEMENT shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so

S16.0 NOTICES

Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to County's contract administrator or to CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

Notices mailed or faxed to the parties shall be addressed as follows:

TO COUNTY:

Contracts/Purchasing Officer
 County of Monterey, Contracts/Purchasing
 168 W. Alisal Street, 3rd Floor.
 Salinas, CA 93901-2439
 Tel. No.: (831) 755-4990
 FAX No.: (831) 755-4969
derm@co.monterey.ca.us

TO CONTRACTOR:

Name _____
 Address _____
 Tel. No. _____
 FAX No. _____
 Email _____

S17.0 LEGAL DISPUTES

CONTRACTOR agrees that this AGREEMENT and any dispute arising from the relationship between the parties to this AGREEMENT, shall be governed and interpreted by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.

Any dispute that arises under or relates to this AGREEMENT (whether contract, tort, or both) shall be resolved in the Superior Court of California in Monterey County, California.

CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.

The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

--END OF SAMPLE AGREEMENT SECTION--

ATTACHMENTS/APPENDICES AND SIGNATURE PAGE

ATTACHMENT A - PRICING

CONTRACTORS to submit tiered pricing information at different levels of use with cost for exceeding allotted use. CONTRACTORS to include setup costs, maintenance, and annual price increases. Pricing information to include: pricing for emergency notification service only as well as emergency notification with non-emergency community notification service.

	Unlimited Use	Tier 1 - # of Minutes, Texts, Activations	Tier 2 - # of Minutes, Texts, Activations	Tier 3 - # of Minutes, Texts, Activations
Emergency Notification Only - Unlimited Administrators				
Emergency & Community Notifications - Unlimited Administrators				
Annual Maintenance				
Setup Cost				
Annual Price Increase				

Any Additional Costs (Please explain)				
--	--	--	--	--

Please submit additional pages if necessary. End of Attachment A

ATTACHMENT B – CLIENT REFERENCES

CONTRACTOR shall describe five (5) references, at least 3 of which serve multiple jurisdictions with multiple authorized users having a total population of no less than 400,000. References must be active customers. Please include phone number and email address if possible as the County will conduct reference checks using this information.

CLIENT NAME: _____

CONTACT: _____

E-MAIL AND PHONE NO: _____

DESCRIPTION OF PROJECT _____

CLIENT NAME: _____

CONTACT: _____

E-MAIL AND PHONE NO: _____

DESCRIPTION OF PROJECT _____

CLIENT NAME: _____

CONTACT: _____

E-MAIL and PHONE NO: _____

DESCRIPTION OF PROJECT _____

CLIENT NAME: _____

CONTACT: _____

E-MAIL and PHONE NO: _____

DESCRIPTION OF PROJECT _____

CLIENT NAME: _____

CONTACT: _____

E-MAIL and PHONE NO: _____

DESCRIPTION OF PROJECT _____

CLIENT NAME: _____

CONTACT: _____

E-MAIL and PHONE NO: _____

DESCRIPTION OF PROJECT _____

END OF ATTACHMENT B~

SIGNATURE PAGE

COUNTY OF MONTEREY
CONTRACTS/PURCHASING DIVISION

RFP 10436
ISSUE DATE: June 13, 2013



RFP TITLE: TELEPHONE MESSAGING AND EMERGENCY NOTIFICATION SYSTEM

PROPOSALS ARE DUE IN THE OFFICE OF THE CONTRACTS/PURCHASING OFFICER BY
3:00 P.M., LOCAL TIME, ON July 11, 2013

MAILING ADDRESS:
COUNTY OF MONTEREY
CONTRACTS/PURCHASING OFFICE
168 W. ALISAL STREET, 3rd FL.
SALINAS, CA 93901-2439

QUESTIONS ABOUT THIS RFP SHOULD BE DIRECTED TO
Gina Encallado, EncalladoGL@CO.MONTEREY.CA.US, (831) 796-1336

CONTRACTOR MUST INCLUDE THE FOLLOWING IN EACH PROPOSAL (1 original plus 7 copies):

ALL REQUIRED CONTENT AS DEFINED PER SECTION 8.1 HEREIN

This Signature Page must be included with your submittal in order to validate your proposal.

Proposals submitted without this page will be deemed non-responsive.

CHECK HERE IF YOU HAVE ANY EXCEPTIONS TO THIS SOLICITATION.

CONTRACTOR MUST COMPLETE THE FOLLOWING TO VALIDATE PROPOSAL

I hereby agree to furnish the articles and/or services stipulated in my proposal at the price quoted, subject to the instructions and conditions in the Request for Proposal package. I further attest that I am an official officer representing my firm and authorized with signatory authority to present this proposal package.

Company Name: _____ Date _____

Signature: _____ Printed Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Phone: () _____ Fax: () _____ Email: _____

License No. (If applicable): _____

License Classification (If applicable): _____

APPENDICES A, B & C

RFP 10436 Monterey County Telephone Messaging and Emergency Notification System Appendices A & B & C - Functional Requirements, Technical Specifications & Security Requirements

Functional, performance and reliability requirements necessary to implement the notification system are provided in this spreadsheet. These requirements are based on the needs and requirements of Monterey County agencies as well as industry standard guidelines for notification system design, implementation and operation. Proposers should use the following codes to indicate the ability of the proposed system to meet each requirement:

Response	Code
Proposed system complies with requirement.	C
Proposed system does not comply with requirement.	N
An alternative is recommended.	A

Place an "X" within the appropriate response column next to each requirement. Where applicable and where requested, provide additional information that describes the way in which the proposed system fulfills the given requirement or how an alternative to the requirement will meet NGEN agency needs. Short responses may be provided in the "Comments" column, while longer answers may be provided in inserted rows or on a separate page.

Proposers are required to respond to each requirement for the type of system proposed: omitted responses will be evaluated as response codes of N (proposed system does not comply with requirement).

#	Functional Requirements	Response			Comments
		C	N	A	
General Requirements					
1	CONTRACTOR must state and demonstrate upon request that their system meets Minimum Standards for Emergency Telephone Notification Systems, Document 56-003, published by the National Emergency Number Association (NENA), June 12, 2004.				
2	Must support an Application Programming Interface (API) that allows for automatically adding, updating and removing of users. API must also support custom user fields, subscriptions and delivery methods.				
3	Must support the ability for administrators to manually add, edit, and delete message recipients from the system without CONTRACTOR invention.				
4	Must include a mechanism to track which user made changes, when changes were made and include a detailed list of changes.				
5	Activations do not require CONTRACTOR intervention, such as an operator.				
6	Must allow users to search for pre-loaded campaigns, maps, and messages using dynamic key word search; searching should not require exact name.				
7	Must be able to generate notifications to listed and unlisted telephone numbers.				
8	Must accept a monthly upload of MSAG data provided by County. CONTRACTOR must sign nondisclosure agreement.				
9	Must be able to send all messages in multiple languages.				
10	Must be able to initiate sessions, activate saved messages, and create new messages from iOS and Android mobile devices as well as Windows and Mac desktop computers.				
11	Interface must be simple, intuitive, and user friendly.				
12	User shall be given the option to record a message at the time of activation (on-the-fly) or to use a previously recorded message.				
General Requirements					
13	All system functionality and components available to users must be utilized through a single application; a single user interface.				
14	Must provide simple, online registration for citizens.				
15	Must provide campaign tracking and time stamp database storage of sent messages for reporting.				
16	Must be capable of answering machine detection and ability to leave a message.				
17	Must have the ability to resend a message that has been sent and to adjust the targeted audience of the message content.				
General Requirements					
18	Must have the ability to resend a message that has been sent and to adjust the targeted audience of the message content.				
19	Must be able to schedule a notification for a future date and time of delivery.				

#	Functional Requirements	Response			Comments
		C	N	A	
20	Call recipients must be able to replay the message multiple times.				
21	Must be able to select geographic areas on an online map in which notifications will be sent.				
22	Must be able to edit and save a geographic area for future notification.				
23	Must be able to exclude individual address(es) from geographic notifications.				
24	Must allow delivery of location only based notifications				
25	Must be able to restrict user access to send messages based on jurisdictional areas.				
26	The notification system has to provide the means to deliver messages to all devices including: IPAWS, landline, wireless, email, SMS/MMS and alpha and numeric pagers.				
27	Must utilize existing Shape Files for display and notification as well as accept uploads of new GIS files.				
28	Residents, employees, and constituents must be able to register / add / edit up to five additional persons, such as parents, siblings, spouses, to their account.				
29	Must not allow individuals to opt out of future emergency notifications.				
30	Must allow individuals to opt out of non-emergency notifications.				
31	Notifications must include a programmable callback number that allows for up to ten (10) digits but will accept as few as three (3). (e.g. 911)				
32	Email notifications shall be able to include attachments (drawings, maps, lists, etc.) Define any limitations and exceptions.				
33	Must allow for the import and export of all message information in a common format. (CONTRACTOR to specify available formats)				
34	Must include 24/7/365 toll-free, immediate, CONTRACTOR operated technical support phone number for County and other users staffed by on-duty technician who can send messages on our behalf in both English and Spanish.				
35	Easily accessible descriptions of data fields in notification entry screen.				
36	Must allow for daily uploads of population data.				
37					
38					
39					
40					
41					
42					
43					
44					
45					

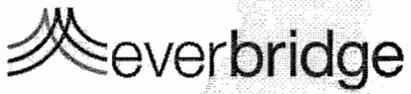
#	Functional Requirements	Response		
		C	N	A
46				
47				
48				
49				
50				

#	Technical Specifications	Response			Comments
		C	N	A	
	General Requirements				
1	Must provide a test environment and test plan.				
2	Must do quarterly (or better) updates to GIS mapping.				
3	Must be CONTRACTOR hosted, SAS70 Software as a Service model is required.				
4	Must not require onsite hardware.				
5	Must not require any integration with onsite software or hardware. (excluding web browser)				
6	Must be 100% IPAWS Functional – See Section 7.1 for additional detail.				
7	Must have CMAS capability independent of IPAWS as soon as technology is available in County's area.				
8	Must be capable of storing contact information of 1 million individuals.				
9	Must be capable of processing simultaneous activations without call lists being placed into queue for later delivery.				
10	Must be able to send messages via TDD /TTY without the aid of a relay operator.				
11	Must be able to set TDD/TTY as a global default.				
12	Must be provided through a service supported by back-up operations geographically separated and redundant architecture (alternate hosted facility).				
13	Must make data available to the County at all times.				
14	Must allow County to be able to access and modify data at any time.				
15	County must retain ownership of data; data must be returned to County upon termination of contract.				
16	Must retain in progress work after a system timeout due to user inactivity or connection failure.				
17	Database must be searchable by any field (phone number, name, street, city, zip code, etc.)				
18	CONTRACTOR must provide and host a signup page. Smart Phone "App" for citizen signups is a desirable feature.				
19	County must be able to query on any field /fields in the database.				
20	Must have customizable fields in the database.				
21	Must be capable of generating reports of who was contacted, and who was not contacted.				
22	Must be able to provide on-screen reports of all notifications.				
23	Maps, databases, saved messages, and reports must remain saved and available on the application until contract is terminated.				
24	Full system functionality shall be available to County during all testing and upgrades				

#	Technical Specifications	Response			Comments
		C	N	A	
25	CONTRACTOR shall ensure that all data is retained, and if necessary, reloaded after any hardware or software upgrades.				
26	Reports must be downloadable in excel or other common format				
27	Reports must be searchable by date range and/or specifics; last 30 days, 7 days, etc.				
28	Reports must be searchable by User (who sent the message) or location of message				
29	Reports must Include: Success percentage and actual number (and define what makes it a 'success') as well as failures by percentage and actual number (define a failure; network error, busy signal? Etc.). Include the number or count of each type of service: landline, cellular, text, etc.				
30	Reports must include: start and stop time, type of message or subject of message, size of the message, success of each service type, who initiated the message.				
31	Must be able to download report into file of last (specific number of) activations with basic information in a readable format (Excel, Access). Executive Summary reports as well as detailed report levels.				
32	Must be able to generate reports by activations by user, location, and/or date.				
33	CONTRACTOR reports must include at a minimum: answer, answering machine, busy, ring, no answer, operator intercept, fax, defined Telco network error, etc.				
34	Can query the database on any field, or any combination of fields, in the database to create lists.				
35	Must be able to throttle messages to at variable rates. Please Describe.				
36	Data of any kind (maps, campaigns, citizen data, reports, saved messages, etc.) must never expire or be removed from the system for any reason by CONTRACTOR without explicit instruction by County until termination of Contract.				
37					
38					
39					
40					
41					
42					
43					

#	Technical Specifications	Response		
		C	N	A
44				
45				
46				

#	Security Requirements	Response			Comments
		C	N	A	
1	Data must be hosted onsite on secure SSL v3 or higher servers.				
2	Denote the location where the data will be stored and if it will be replicated elsewhere.				
3	Encrypted Username/password with firewall protection. Multifactor authentication recommended for County Administrators.				
4	Server must use logging.				
5	Denote who will have access to the data.				
6	Product shall support HTTPS.				
7	List controls in place to ensure the safety of stored data. Monitoring by CONTRACTOR for unauthorized activity and timely notification of potential data security breaches; regular security reviews and vulnerability assessments as part of Service Agreement.				
8	Ensure backup of data is not comingled with other customer's data.				



Response to RFP #10436

Telephone Messaging &
Emergency Notification System for
County of Monterey, CA



This page intentionally left blank.

Telephone Messaging & Emergency Notification System

Presented to:

County of Monterey, CA

7/11/2013

Prepared by:
Patrick Stuver
Everbridge

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

Non-Disclosure

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

Section 1

Per RFP instructions, Section 1 comprises the following:

- Cover Letter
- Signature Page
- Addendum 1
- Table of Contents

This page intentionally left blank.



Gina Encallado
Deputy Purchasing Agent
Contracts/Purchasing Office
168 W. Alisal Street, 3rd Floor
Salinas, CA 93901-2439

Re: Telephone Messaging & Emergency Notification System

Dear Ms. Encallado:

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

Everbridge is a privately owned corporation backed by a venture capital firm. We began operations in 2002 and have become the leading provider of Mass Notification and Emergency Communication systems. These are our primary business interests and the whole reason for our operations. Every single Everbridge employee—from the person who greets you when you enter an Everbridge office to the technician in the Network Operations Center monitoring system health and performance as Christmas Eve becomes Christmas Day—is devoted to our communications suite of products.

To give you a quick snapshot of how far our services stretch: Everbridge operates with dual headquarters—one on the East Coast and one on the West Coast. We have about 200 employees across our four offices in the Los Angeles and Boston areas (US), London (UK), and Beijing (China). We have more than 1,500 customers and continue to add more than 250 new customers per year. Today, some 30 million members are within the reach of the Everbridge system, which ranks us as the single largest pure-play notification company in the marketplace.

Our customers are diverse and represent all verticals. Some examples include:

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



To truly personalize the example of our strength—it was our system used by local officials in Hurricanes Katrina, Irene, and Sandy; and in the tragedies of the Sandy Hook Elementary School shooting and the Boston Marathon bombings and subsequent manhunt.

The Everbridge Mass Notification system has proven itself over and over, time and time again. But there's nothing like a test drive! I would welcome the opportunity to provide a live demonstration for you and the Monterey County evaluation team so that each of you can kick the tires for yourselves.

I will be your primary contact person during the solicitation process through to potential contract award. Please feel free to contact me at any time with questions or for any other purpose.

Everbridge is pleased to be participating in this RFP process. I hope to have the chance to add Monterey County to our growing base of satisfied customers and look forward to being chosen as your mass notification service provider and partner in the years to come.

Best regards,

Patrick Stuver
Senior Account Manager

Everbridge, Inc.
500 N. Brand Blvd., Suite 1000
Glendale, CA 91203
T: (818) 230-9724
F: (818) 424-2299
patrick.stuver@everbridge.com

SIGNATURE PAGE

COUNTY OF MONTEREY
CONTRACTS/PURCHASING DIVISION

RFP 10436
ISSUE DATE: June 13, 2013



RFP TITLE: TELEPHONE MESSAGING AND EMERGENCY NOTIFICATION SYSTEM

PROPOSALS ARE DUE IN THE OFFICE OF THE CONTRACTS/PURCHASING
OFFICER BY
3:00 P.M., LOCAL TIME, ON July 11, 2013

MAILING ADDRESS:
COUNTY OF MONTEREY
CONTRACTS/PURCHASING OFFICE
168 W. ALISAL STREET, 3rd FL.
SALINAS, CA 93901-2439

QUESTIONS ABOUT THIS RFP SHOULD BE DIRECTED TO
Gina Encallado, EncalladoGL@CO.MONTEREY.CA.US, (831) 796-1336

CONTRACTOR MUST INCLUDE THE FOLLOWING IN EACH PROPOSAL (1 original plus 7 copies):

ALL REQUIRED CONTENT AS DEFINED PER SECTION 8.1 HEREIN

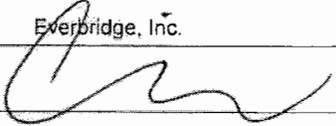
This Signature Page must be included with your submittal in order to validate your proposal.
Proposals submitted without this page will be deemed non-responsive.

CHECK HERE IF YOU HAVE ANY EXCEPTIONS TO THIS SOLICITATION.

CONTRACTOR MUST COMPLETE THE FOLLOWING TO VALIDATE PROPOSAL

I hereby agree to furnish the articles and/or services stipulated in my proposal at the price quoted, subject to the instructions and conditions in the Request for Proposal package. I further attest that I am an official officer representing my firm and authorized with signatory authority to present this proposal package.

Company Name: Everbridge, Inc. Date 06/27/13

Signature:  Printed Name: Cinta Putra

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

City: Glendale State: CA Zip: 91203

Phone: (818) 230-9700 Fax: (818) 484-2299 Email: cinta.putra@everbridge.com

License No. (If applicable): Not Applicable

License Classification (If applicable): Not Applicable

This page intentionally left blank.

ADDENDUM**COUNTY OF MONTEREY
CONTRACTS/PURCHASING DEPARTMENT**

Date: June 28, 2013
To: All Contractors Submitting Proposals for RFP #10436 ~~Seal Coat 2014~~
From: Gina Encallado, Deputy Purchasing Agent *JDE*
Subject: Addendum No. 1

This addendum consists of **WRITTEN QUESTIONS AND ANSWERS** regarding **RFQ #10436 Telephone Messaging & Emergency Notification System**

- This acknowledgement signature page of Addendum No. # 1 must be submitted with your bid proposal.
- If this acknowledgement signature page is not submitted with your bid proposal, your entire bid package may be considered non-responsive.

RECEIPT IS HEREBY ACKNOWLEDGED OF ADDENDUM NO. 1, RFQ #¹⁰⁴³⁶~~10399~~ *JDF*

	J.D. Fuller
_____ Authorized Company Signature	_____ Printed Name
Everbridge, Inc.	07-03-13
_____ Company Name	_____ Date

JDF

Question 1

Questions 17 and 18 appear to be duplicates. Was another question intended?

Answer 1

No, entered in error as a duplicate; no question was omitted

Question 2

There are numbers for items 37 through 50 but no corresponding questions. Have questions been omitted?

Answer 2

No questions were omitted; template just has line numbers we were unable to remove.

Question 3

Can we get a Word version or some form of editable version of the RFP listed above? We are trying to fill out the forms and we either have to recreate them which we hope not to have to do or if you have a version we can fill out that would be of great help in our attempt to respond.

Answer 3

An editable appendix is attached for your convenience.

Table of Contents

SECTION 1	3
COVER LETTER	5
SIGNATURE PAGE	7
ADDENDUM 1	9
TABLE OF CONTENTS	11
EXECUTIVE SUMMARY	13
SECTION 2—PRE-QUALIFICATIONS.....	17
SECTION 3—PROJECT EXPERIENCE & REFERENCES	19
SECTION 4—ENVIRONMENTALLY FRIENDLY PRACTICES	39
SECTION 5—PRICING (ATTACHMENT A) & WARRANTY	41
ATTACHMENT A—PRICING.....	43
EVERBRIDGE COMPREHENSIVE PRICE QUOTE	45
SECTION 6—EXCEPTIONS	53
SECTION 7—APPENDIX	61
RFP SECTION 18.0—PIGGYBACK CLAUSE.....	63
RFP APPENDIX A—FUNCTIONAL REQUIREMENTS.....	65
RFP APPENDIX B—TECHNICAL SPECIFICATIONS	73
RFP APPENDIX C—SECURITY REQUIREMENTS.....	83

This page intentionally left blank.

Executive Summary

Eleven years ago, the Everbridge team made the decision to pursue a complete communication solution that ties the process of notification with the missing piece of true human feedback from the recipient. The final piece of the puzzle was to provide results of those broadcasts in easily read, understood, and fully customizable reports.

This Executive Summary provides a brief overview of the information that follows in the complete proposal - Everbridge as a whole looks forward to working with the team and is currently conducting internal strategic meetings to ensure we meet your goals effectively.

In the attached pricing package we have provided a recommended UNLIMITED SYSTEM USE option to consider. We would like to reserve the ability to present a pay per use system if that model comes into play. It is our recommendation that a completely unlimited system use model be adopted.

The additional benefit of a fully unlimited system is your ability to share the system across multiple agencies under your area of responsibility at a flat annual rate. Then the question becomes “why not use the system” instead of “who is going to pay for that if we use the system”. The key to ongoing sustainability is getting a return on investment through more use of the system.

Everbridge has relevant experience providing fully integrated, multiple agency and user based systems, complete statewide systems as well as effective implementations to the smallest of towns. It is our broad experience in multiple implementations and system integrations that will ensure the changing variables we expect to consider are all absorbed and systematically integrated into the roll out.

Data is the fuel to the notification engine. It must be as pure as possible. To that goal Everbridge has a specific data team who constantly expands our tools to allow for every form of data entry and maintenance. With six options available for data management, customers may enter a single record at a time or have their data system linked directly with Everbridge for real-time data updates.

Citizen Opt-in programs are the future of an efficient, effectively targeted communications program. Six years ago Everbridge led the market with the release of our customized SmartGIS offering. The ability for an organization to customize their opt-in notification offering to the specific local programs that are relevant to their citizens was an immediate success. Version 2 was recently released which integrates six years of feedback and delivers the best opt-in portal available.

System Leadership - The two most senior people in our technology department have PhD's from MIT in software design, architecture and strategy. Everbridge has invested heavily in their support teams to keep our technology firmly established as the system to beat in the market.

The Everbridge technology team works with key customers (both Ventura County as well as Tulare County offer ongoing development feedback), soliciting their input and system development suggestions through a well developed customer testing and feedback program.

While other vendors are doing all they can to bring their systems up to the functional specs of 2010, Everbridge is programming for technological shifts already in motion for requirements you will see in 2015.

To further drive home this point, Everbridge was recently selected by the Gartner Inc. as one of the Leaders in the Emergency/Mass Notification market after doing the largest evaluation in the market space. For tens of thousands of technology professionals, Gartner Research is an indispensable daily resource that provides insight into different types of industry technology through their market research. Their ranking is done through their Magic Quadrant. One of the most important aspects of the Gartner report is the Visionary section in which Everbridge scored the highest. Part of the reason for this is our brand new suite of tools called Interactive Visibility.

Interactive Visibility (IV) is the industry's first step in creating a new type of emergency notification system by combining an Inbound Social Media Strategy, a complete Mobile Strategy, and a Weather Strategy all in a single console alongside your notification strategy. The solutions suite includes a real-time situational intelligence console where emergency notification delivery results can be uniquely combined with other relevant data from social media feeds, severe weather alerts, and on the scene visual data from mobile applications to give system administrators insight into critical activities and drive tactical next steps - this combination of tools is unavailable in any other solution.

Reporting/Output - When the notification is all done it is the reporting tools that make sense of the broadcast. The reports provide the data at the fork in the road of "what happens next."

From simple notification summaries to detailed graphical analysis in the form of pie charts, bar charts, and active tables, all data from the system is available in one report, extract, or another form of output.

The Everbridge SMART Report wizard allows a user to drag and drop any data element from the system into their report template. Your reports can be transferred or uploaded into other incident management systems for secondary use.

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

Members of the review panel are encouraged to review some of the content we have developed. Search "Everbridge" on YouTube to review industry information as presented by Dr. Robert Chandler. Visit the Everbridge Resource Center and download any number of White Papers and other information based on Dr. Chandler's methodologies.

A number of years ago, Everbridge looked at the 30 million members in our system and thousands of customers successfully using the service and asked "what else can we do with a global notification system?" Available as part of an overall premium package or as individual modules, the following technologies provide smart options to consider.

Interactive Visibility (IV) – Everbridge has designed a system to provide up to the minute real world feedback from the field. Everbridge can actively scan social networking sites and alert you when certain keywords, hashtags, or locations you have interest in are being posted or discussed more often than usual (using the words Boston and Bomb in the same Twitter post as an example).

When an increase in social network posts is detected you and your team will be alerted and may view geo-tagged posts on the Everbridge map. In addition, you can view posted pictures, relevant on the scene information, or respond to messages directly from the Everbridge system.

Everbridge Mobile Member is a smartphone app designed to deliver geo-specific messages to members. This app allows a member to respond to you, send back pictures from the scene and geo-tag their location providing on the scene, real time information. We expect this will become an application specifically targeted to the transient population experienced by hosting sportsmen, boaters and campers.

Everbridge Incident Management provides anyone with authority to spool up complex, real time, custom notifications with a few simple clicks on a mouse. There is a direct correlation between the incident severity of the event and the amount of human error. Incident Management has been designed to provide a customized user interface with a checklist that prompts users for information and automates the communication process. This is especially helpful for repetitive incidents than need minor customization to details (team recall with location and equipment needs as an example).

Weather Alerts – Everbridge weather alerts create localized polygons, automatically send alerts and final all clear messages while allowing a user to establish “quiet periods” for less than life threatening information.

Everbridge Open – Two way CAD integration, desktop notification widgets, department specific response triggers, real time data updates from your incident management system... the list goes on and is limited only by your specific needs. Using open APIs, your team can create custom tools to integrate the system with all your existing programs.

Implementation – Everbridge has years of experience migrating customers from other vendors to our more advanced and user friendly product. From your selection of Everbridge, to the well-coordinated delivery of the system and best practices training, Everbridge will walk your teams through a well-tested process designed to ensure success.

There will be a formal first meeting to start the implementation process. A concurrent migration and roll out strategy will be discussed, outlined and agreed on. A clear set of objectives identifying a clear finish point will be established and form the base of project direction.

As the county comes up with more creative use cases and ideas, an amount of expected project adjustments will be incorporated into the execution plan to allow for new information and needs to seamlessly be stitched into the roll out.

This investment by the team will contribute the necessary resources to move from your existing platform to the advanced Everbridge offering. This will be a thoughtful, well designed, mutual investment of time and resources to guarantee success –A TRUE PARTNERSHIP.

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

Everbridge University, a complete one-stop shop, provides online learning management tools that offer dozens of relevant function-specific videos to enhance the training needs of every team member. Whether a newly minted user needing training today or a well-established veteran, the mini-video format of 2 -10 minute "See It - Do It" modules provide an easy to follow and learn from visual training format for true 24/7 training availability. Best of all, curriculums can be developed and tracked by administrators to ensure proper certification.

In Conclusion

We encourage you to review the system with a live demonstration and discovery meeting. We invite you to conduct an on-site inspection of Everbridge facilities at any of our global locations.

We look forward to the opportunity to work together with Monterey County.

Section 2—Pre-qualifications

Pre-Qualifications/Licensing: CONTRACTOR must acknowledge in writing that it meets all of the pre-qualifications and licensing requirements, if required.

Everbridge is qualified and has introduced *publish* notification functionality to deploy messages by authorized clients to WEA (formerly IPAWS-CMAS). Authorized clients, such as government entities, will need to provide their COG ID (Common Operating Group ID), the Common Name (Logon Name), and the digital certificate provided by FEMA within the settings of the Everbridge system. Once this information has been provided, clients are able to send notifications and include the *publish* to WEA as a deployment option - or simply target WEA separate from any other target population.

When sending to WEA, additional fields are required (and specified) by FEMA to successfully launch the message. These fields include the Sender Agency Name (text), Event Name (dropdown), Message Status (dropdown) Message Type (dropdown), Message Category (dropdown), Urgency (dropdown), Severity (dropdown), Certainty (dropdown), Expiration Date (date field), Region Code (text), and the Message to the Public (text, max 90 characters). All fields and specifications are designated by FEMA. Once all elements have been provided and the message is sent, the Everbridge system sends a CAP-formatted message to the WEA gateway on the client's behalf to notify the public within their outlined jurisdictional areas.

Everbridge also provides a training mode for WEA notifications whereby clients may train their message initiators on the usage of the WEA functionality without actually sending a message to the WEA gateway.

Note: Approval for the use of WEA is conducted by FEMA.

Prospective CONTRACTORS must demonstrate that their proposed service, including all software, is capable of sending and receiving CAP (Common Altering Protocol) Version 1.2 messages via the IPAWS-Open Platform. Proposed service shall be capable of sending and receiving messages through the same user interface that is used to generate TENS (Telephone Emergency Notification System) messages both in production and training modes.

Yes, Everbridge is able to demonstrate the deployment of CAP-formatted messages to WEA (CMAS) at any time. We maintain both the ability to utilize WEA in a real event (for authorized clients) or in a training mode.

Should clients desire further integration with CAP, Everbridge provides JSON based RESTful API structures to launch notifications based on any CAP message generated within the client environment. These APIs allow clients a great level of flexibility when integrating with internal systems and achieving integration points with Everbridge (for notification launches or contact management) that are not *out of the box* functionality. Additional details regarding available integration options and our APIs is available as part of the final selection process and under NDA.

Prospective CONTRACTOR's proposal shall state:

- **Date that CONTRACTOR'S proposed service became IPAWS compliant**

Everbridge integrates with the CMAS dissemination channel within the IPAWS platform (June 2013). Furthermore, Everbridge is CAP 1.2 compliant (Everbridge began testing in Spring 2012; compliance was achieved in October 2012). However, we do not comply or support all dissemination channels of IPAWS today.

- **The full IPAWS capability will be maintained through the life of any service contract and;**

To the extent of the current services outlined above, Everbridge will be maintaining this functionality for our clients in future generations of the system. Furthermore, Everbridge will be continually enhancing this functionality as client needs demand or as new generations of CAP are released. Additional information regarding potential future enhancements is not available at this time.

- **That CONTRACTOR will update proposed service in a timely fashion and at no cost to County to maintain compatibility with newer versions of the Common Alerting Protocol should the Federal Management Agency create a version to succeed Version 1.2 of the CAP.**

Yes, please see the previous Everbridge response.

Section 3—Project Experience & References

Key Staff Persons: CONTRACTOR shall identify key staff and their qualifications and experience proposed for the service identified herein.

Everbridge employs only the most highly qualified personnel for every position in our company. You will see evidence of this as you review the resumes of our key personnel assigned to the Monterey County project.

These individuals include:

- Frank Basso – Vice President, SaaS Operations
- Yuan Cheng – Senior Vice President of Engineering
- Jeffrey Lortz – Vice President of Services and Sales Operations
- M.J. McCarthy – Senior Director, Account Management
- Imad Mouline – Chief Technology Officer
- Chad J. Sanders – Manager, Sales Engineering
- Francis S. Willett – Director of Professional Services

This page intentionally left blank.

Frank Basso

Vice President, SaaS Operations

Support Provided:

Implementations, Operation, Maintenance, and Performance of the Everbridge SaaS Platforms.

Education:

Pepperdine University

Key Qualifications:

SaaS
 Cloud Computing
 Data Center
 Enterprise Software
 Start-Ups
 Salesforc.com
 Telecommunications
 Security
 Networking
 Project Management
 Network Security

Key Accounts:

State of Connecticut
 City of Boston, MA
 J.P. Morgan Chase
 IBM Global Services
 Vodaphone UK
 Scottish Widows UK
 CAPITAL ONE
 Orvis Company
 United Airlines
 AT&T Wireless
 MONSTER.com

Everbridge Role:

As VP of SaaS Operations Mr. Basso is responsible for the Implementation, Operation, Maintenance, and Performance of the Everbridge SaaS Platforms including management of our 24/7 Network Operations Center (NOC), SaaS Operations Teams and Corporate IT Teams. Currently the Everbridge platforms include multiple geographic disparate highly available physical data centers along with eight Gee distributed Cloud Zones or Virtual Private Datacenter (VPDC) locations to service our international footprint. SaaS Operations teams are distributed globally with members in located in Glendale, California and Beijing, China.

Employment:

Abaca Technology Corp., Vice President of Online

Operations – Brought onboard to create the Abaca Cloud Protection SaaS service division. The offering consisted of “set it and forget it” email filtering solutions for B2B and Online Service Providers with both inbound and outbound mail flows in the Cloud. Hired, Built and Managed a 24/7 Operations Team. Architected and Deployed Multiple Infrastructure Datacenter locations coordinated from a central location in San Jose, California. Completed a rapid deployment of the technology and the first service offering was online within 5 months of joining the company

Total Solutions Group, Inc., Principal Consultant – Clients include SaaS providers, Cloud Computing, ISP/WISP, Content Distribution Providers, Value Added Resellers, and other Silicon Valley clients. TSG specializes in Complete Network Services, DataCenter Operations, Security Services and Virtualization.

Proofpoint, Inc., Director of Operations - Managed Information Technology and Operations including the Proofpoint OnDemand Service (SaaS). Performed as the Chief Architect for the Operations Team and responsible for all Infrastructure design elements. Consistently worked with engineering to redesign aspects of the products to deliver them as SaaS. Provided real-time services in support of the Proofpoint application suite to Proofpoint’s traditional hardware appliance based clients via the Proofpoint Dynamic Update Service. Delivered high quality of service measured at 99.95% uptime globally to Fortune 1000 Clients with Service Level Agreements with 5-15 minute response levels.

Managed

all aspects of internal corporate IT, including helpdesk staff, lab management and Vendor relationships. Was responsible for all financial budgeting (10M+ Annually), maintaining cogs, operations profitability, and reporting of all activities to Executive staff.

TKO Software, Vice President of Information Technology – Recruited by the CEO of TKO to rebuild the IT and Hosting Infrastructure. Assisted with the relocation of TKO to new building and implemented a 700 Port switch Gig

Professional Affiliations:

CEMA – Connecticut Emergency Management Association
 Valley Shore Emergency Management Association
 CCM- Connecticut Conference of Municipalities
 IAAF – International Association of Fire Fighters
 Durham Volunteer Fire Company
 Durham Fair Association

network including, at the time, the largest Cat 6 cable deployment at 275K feet of cable. Implemented High availability Network Appliance Filers combined with Source management and data lifecycle management. Designed and built a hosting center in San Jose to house downloading of wireless handheld games for Verizon and Sprint and hosted TKO's online MMORPG games, which were previously outsourced saving operations expenses exceeding 2M annually.

Webraska Mobile Technologies (formally AirFlash), Director of Network Operations Worldwide - Directly managed a Global Hosting Infrastructure supporting location-based services for wireless carriers including Orange, Vodafone, E-Plus, British Telecom, Bellsouth, Bell Canada, and others. Designed and implemented high availability hosting with global failover between datacenters in San Jose and London. Managed all aspects of hosting including datacenter operations, interaction with engineering and Professional Services teams to ensure specifications were met, managing budgets exceeding 2M, and reporting to the Executive Staff.

Creative Computer Applications, Inc. / XYMed.com Inc., Director of Information Technology - Planning design, testing and pilot deployment on xymed.com, which was an online delivery mechanism of traditional Laboratory, Pharmacy and Radiology information systems. Worked with engineering on modification of applications so they would run in a hosted environment and drafted requirements for redesign of CCA's hardware interface to move away from the use of serial connectivity and enable direct TCP/IP connections to clinical instruments for internal and OEM use. xymed.com is an ASP for the healthcare industry, specifically for Clinical Laboratories. Managed Internal IT, including Y2K preparation of all internal systems and over 200 external customer systems.

The Internet Connection, Inc., Senior Network Engineer - Designed network operations for a 5000 subscriber ISP network including IP Dial, DSL, Point to Point T-1, T-3, DS-3, OC-3 Links, Frame-Relay, ATM and large scale "Campus" type networks. Designed, planned and deployed the integration of the Got.Net Internet Services and ICO Networks acquisition into one entity. Reports included network operations and technical support staff. Member of the Board of Directors.

RedBox Technologies, Inc., Senior Systems Engineer- Direct field technical support for Sales and Marketing departments, including Management of the global helpdesk and customer support centers, customer demonstrations of products and on-site installations, trade show coordination and technical demonstration layout and deployment. Marketing collateral generation in the form of application notes, FAQ type documents and Training Materials. Sales support to OEM partners for Technology Platform sales.

RedBox Technologies, Inc., Senior Network Administrator - Planned, developed and deployed from ground zero one the RedBox network which consists of E-mail (Exchange, Notes), Application Database (Lotus Notes), Virtual Private Network links between locations, IP Address Management, TELCO Account Management, Primary server farm location build out, satellite office remote management structures, IP dial up facilities, and Internet links

including routers and switch gear.

ISOCOR, Information Technology Manager - Administration of international network, including E-mail systems, network, and all internal applications.

Planning, Deployment and Maintenance of IT projects and budgets; worked with marketing and sales providing field support for all tradeshow activity. Field support and worked with our government sales division in Virginia on Defense Messaging systems projects for the US Government.

Yuan Cheng

Senior Vice President of Engineering

Support Provided:

Responsible for managing global engineering teams in three offices and expanding multi-product line offering.

Education:

- **MS & Ph.D., Mechanical Engineering, concentration in information science,** Massachusetts Institute of Technology, 2000
- **BS, Precision Instruments,** Tsinghua University

Key Qualifications:

SaaS

Cloud Computing

Product Development

Product Architecting

Web Performance

Team Building

Databases

Mobile Devices

Everbridge Role:

Senior Vice President of Engineering; Senior Software Executive with innovative thinking and a track record of success in leading a globally distributed software development team and exceeding engineering delivery targets. Extensive experience in product development, product architecting, and high performance team building.

Executive Profile:

Effective leadership and management of technology team

Build, inspire, and lead high performance technology teams. Good grasp of business strategy and company vision to align team resources to drive engineering productivity and efficiency.

Customer oriented and Result oriented

Extensive experience with proven record in delivering innovative software products. Keen to building the best products and solutions for customers.

Strategic thinker and problem solver

Knowledgeable of current technology trends and thinking strategically to apply the right technology to solve important problems. Work collaboratively to achieve tactical success.

Employment:

Hypersun Group Limited, President and Co-Founder- Hypersun is a high efficiency software development and consulting firm that helps strategic clients to design, build, or expand their software product line. Founded the company and responsible for all aspects of the business and oversee its founding, operation and growth, and ultimately its acquisition by Everbridge Inc. in 2012.

Gomez/ Compuware, General Manager of China Operations – Gomez is a market leader in web monitoring, mobile monitoring and load testing and was acquired by Compuware in 2009. Responsible for building up whole China operations that cover functions of software development, QA, 24X7 Client Services, Product Management, Sales and Consulting, with a team over 100 people.

BroadVision Inc., Manager of Software Development - BroadVision was one of the biggest e-Commerce software companies at the time. Responsible for managing its flagship e-Commerce product and e-Marketing product.

Jeffrey Lortz

Vice President of Services and Sales Operations

Support Provided:

Provides all technical sales support, sales operations, new customer onboarding, professional services, education services, platform migration services, technical integration, and large project management.

Education:

- **M.B.A.**
University of Rhode Island, 1993
- **B.S. – Mechanical Engineering**
University of New Hampshire, 1986

Key Qualifications:

Client Management
Customer Service Operations
Education Services
Global Business Management
P&L Management
Technology Sales
Profitable Growth Strategies
Partner Development
Strategic Marketing
New Product Development
Advanced Business Education
Military Officer
Engineering Degree

Key Accounts:

The State of Connecticut
Walt Disney Company
City of Boston
Monsanto
Cargill
Microsoft
JP Morgan Chase

Everbridge Role:

Jeff came to Everbridge with over 20 years of experience servicing clients on a global scale. As Vice President of Services and Sales Operations, Jeff is responsible for providing technical support for the entire lifecycle of customer acquisition and success. He manages a competency center driven by customer success that provides a wide range of services to the sales organization, prospective customers, and existing Everbridge subscribers.

Executive Profile:

Hands-on leader with broad technology and vertical market experience.

Continuously on the front line in the field supporting sales and client management. Drives organizational performance by mentoring and developing line managers and deploying programs to support field personnel. Knowledgeable of all functional areas within a technology company. Experienced with a wide variety of technologies and vertical markets.

Proven performer and business problem solver.

Consistently hits performance targets and KPIs. Always implementing new innovative programs for continuous improvement. A constant advocate for the customer. Hires and develops top talent. Constantly innovating new packaged service offerings and introducing new products to market.

Over 20 years growing profitable technology service businesses.

Pivotal member of corporate management team in companies ranging from \$10 million to \$2 billion in sales. Successfully built service business in new global markets, turned around struggling units, restructured large organizations, managed acquired companies, and supported the introduction of new products.

Previous Employment:

BMC Software/Bladelogic Inc., VP of Global Practices & Professional Services - Bladelogic was a market leader in data center automation solutions. The company was acquired by BMC Software in April 2008. BMC Software provides enterprise-class information systems to Global 2000 customers supporting every aspect of IT operations.

Responsible for Global Practice and for the go-to-market strategy for a \$250M global services business that has achieved a 23% CAGR over last 4 years. Lead global Consulting Services practices focused on: ITSM, Cloud Computing, Proactive Operations, and IT Business Management

Kalido Inc., Global Director of Professional Services and Customer Operations - Kalido is a global provider of information management (EIM) and business intelligence (BI) systems. The company markets enterprise-class information systems to Global 2000 customers in NA and EMEA.

Responsible for Professional Services business, technical pre-sales, and system integration partner program globally.

Professional Affiliations:

NEDRIX

PMI

DRI

Pegasystems Inc., VP of Professional Services - Pegasystems is a leading provider of business process management (BPM) development tools and work management systems. The company markets development platforms based on J2EE standards as well as configurable work flow applications for call centers and back office processing operations in financial services industry. Responsible for \$30M consulting business as part of the Global Professional Services organization.

Bowstreet, VP of Professional Services - Bowstreet (now IBM) provides tools for rapid deployment of J2EE portals and web applications. Companies purchased the products to develop e-commerce systems and complex composite applications in service-oriented architecture (SOA) environment. Responsible for the company's global service business including all post-sales customer relationship management.

Parametric Technology Corp, SVP of Global Services - PTC is a global leader in mechanical design automation tools and product lifecycle management platforms. The company grew rapidly to over \$1 billion in revenue through the introduction a product that revolutionized the industry.

Responsible for Global Services for the company's design automation (MCAD) business unit. Reporting to EVP and GM of MCAD business unit, managed operations of \$150M service business with over 600 employees operating in 25 countries.

Devonrue, Senior Associate - Private consulting firm that provided technical, legal and management consulting services to the electric utility and telecommunications market. Primary advisor to electric utility industry clients groups focused on nuclear regulatory compliance.

Developed complex business simulation models for use by Sprint and MCI in evaluating entry into the PCS digital cellular market in 1994. Computer simulations developed using proprietary methods and CASE tools in conjunction with researchers from MIT.

United States Navy, Surface Warfare Officer (Nuclear) - Commissioned as a U.S. Navy line officer trained in the operation and maintenance of nuclear propulsion plants and surface vessel warfare systems. Responsible for all propulsion-related mechanical equipment for 1000-man warship powered by two nuclear propulsion plants.

MJ McCarthy

Senior Director, Account Management

Support Provided:

MJ and her team are responsible for the success, retention, and growth of Everbridge's 1500 clients across multiple vertical markets. Each Account Manager serves as an Advocate for their customers. They are held accountable to ongoing business reviews, best-practice sharing, and overall proactive account management designed to exceed customer expectations and allow for measurable ROI from Everbridge.

Education:

- **B.S. – Business**
Fairfield University, 1993

Key Qualifications:

Account Management
Client Retention
Consultative Sales
SaaS
Coaching
Managing High Performing Teams
Team Building
Customer Success
Leadership
Communication Skills
Sales Training
Developing Talent

Key Accounts:

The State of Connecticut
Children's Hospital Boston
BCBS Tennessee
City of Boston
Thomson Reuters
Cargill
Old Dominion University
South Central Task Force

Everbridge Role:

MJ came to Everbridge with over 15 years of sales and account management experience in both entrepreneurial and large corporate environments. As Sr. Director of Account Management, MJ leads a team of Account Managers focused by vertical industry on retaining and growing Everbridge's client base of over 1500 customer across North America.

Executive Profile:

Senior Sales Manager with proven results in driving Account Management and Retention Efforts.

Continuously in the field developing Account Managers and cultivating client relationships. Provides front line customer feedback to Senior Management team to influence product development and ensure that Everbridge is constantly evolving to meet our clients' Mass Communication needs.

Exceptional communicator with consultative sales style.

Leads by example. A constant advocate for the customer. Recruits and hires Account Managers with ability to listen to and understand client needs and provide solutions.

Strong coaching skills and ability to manage for performance are key strengths.

Holds team accountable to monthly metrics designed to meet and exceed retention and growth targets. Focused on employee development. Provides constructive feedback to AMs to ensure clients receive exceptional and valuable account management support.

Employment History:

Thomson Reuters; Sales Manager – Multimedia Solutions - Led team of 17 outside sales and 5 inside sales across North America responsible for generating \$25M of SaaS-based and web-based multimedia services serving companies in financial services, life sciences, technology and retail sectors. Created organizational structure for sales team to support growth of existing accounts and new business development while developing vertical approach. Continued to adapt team structure as client base and market evolved.

Thomson Financial; Director, Business Development – Created, managed and grew high profile partnerships for Corporate Services segment including New York Stock Exchange and Toronto Stock Exchange. Executed go-to-market plan for alliances and channel partners, including messaging, sales training, operational processes and measurement of ROI

Thomson Financial; Director, Client Relations – Managed retention efforts for 4,500 clients. Increased save rate by 15%, retaining \$10 million worth of business and turning potential cancellations into sales opportunities or "saved" accounts

CCBN.com (bought by Thomson Financial), Senior Account Executive & Team - Generated new business through telephone prospecting, demonstrations and in person sales presentations. Consistently exceeded new revenue sales and retention goals, achieving over 120% of plan.

Imad Mouline

Chief Technology Officer

Support Provided:

Responsible for Everbridge's product roadmap and technology direction

Education:

- **SB-** Massachusetts Institute of Technology, 1993

Key Qualifications:

SaaS

Cloud Computing

Enterprise Software

Product Management

Agile Methodologies

Software Development

IT Strategy

Software Development

CRM

Patents:

US 7,765,295

US 7,921,205

US 8,095,650

Everbridge Role:

Chief Technology Officer for Everbridge. In this role, Mr. Mouline is responsible for Everbridge's market strategy, product direction, and research and development.

Executive Profile:

A regular presenter at industry, technology, and academic conferences, including APCO, NEDRIX, the World Conference on Disaster Management, Cloud Connect, Interop, Internet World, and the MIT CIO Symposium. Is frequently quoted in leading publications including The New York Times, USA Today, BBC News, BusinessWeek, CNN Money, Fortune, Forbes, Investor's Business Daily, Network World, CIO Zone, and InformationWeek.

Employment:

CloudFloor Corp., Chief Technology Officer and Board Member- As co-founder, CTO and Board member of CloudFloor Corporation, Mr. Mouline helped secure a \$3.1 million financing round. CloudFloor is an innovative, award-winning enterprise cloud management solution that was acquired by Everbridge shortly after coming out of stealth mode.

Compuware, Chief Technology Officer, APM Solutions- Compuware Corporation, the technology performance company, provides software, experts and best practices to ensure technology works well and delivers value. Compuware solutions make the world's most important technologies perform at their best for leading organizations worldwide, including 46 of the top 50 Fortune 500 companies and 12 of the top 2

Performed as CTO of Compuware's (NASDAQ:CPWR) \$250 million APM Solutions division, which was formed after the company acquired Gomez and consolidated its high-growth application performance management solutions under a single banner. Role expanded to take on the merged companies' entire APM solution. Responsibilities included defining the APM vision for the company and communicating it to the outside world.

Gomez Inc., Chief Technology Officer- Gomez, the Web performance division of Compuware, provides the industry's leading platform of Web application experience management solutions used by organizations to optimize the performance, availability, and quality of their Web and mobile applications and proactively identify business-impacting issues.

Served as CTO and led the expansion of the company's product portfolio and market presence, growing the company's valuation from under \$20 million to its acquisition by Compuware for \$295 million in well under four years.

S1 Corporation, Chief Technology Officer- Imad served as CTO of S1 Corporation, a provider of financial services solutions.

At S1, Imad drove strategic planning and design of S1 Enterprise-a groundbreaking solution offering banking, insurance, and CRM applications on a flexible and open architecture, enabling financial institutions to integrate processes across multiple lines of business and all interaction channels. He directed product and technology strategies as well as collaborated on software design efforts, providing product managers, architects, and developers with comprehensive product goals. Imad also reviewed and approved designs to ensure compliance with standards and vision.

Played instrumental roles in product management, marketing, M&A, and business strategy planning, delivering recommendations and expertise to various internal teams. Represented and promoted company through speaking engagements, interviews, and authored articles, establishing S1 as a highly recognized innovator and industry leader. Analyzed potential acquisitions, conducting due diligence and recommending ventures.

Broadvision, Director of Engineering, Office of Technology- Served as director of engineering in the office of the CTO at BroadVision from 2000 to 2001. Planned and executed product-line consolidation following BroadVision's acquisition of Interleaf, including integration of enterprise content management (ECM) system, multi-channel publishing capabilities, and new wireless features into BroadVision's e-Commerce and Portal platform. Directed regional and international promotion efforts, communicating unification strategy and new product offerings of merged entity. Evaluated third party offerings to identify and pursue new business partnerships and potential acquisitions.

Interleaf, Director of Engineering, Cross-Product Architecture- Beginning in 1993, served in a variety of technical leadership roles at Interleaf within the Engineering and Professional Services organizations, delivering a market leading publishing, document management, and content management globally. Key contributor to delivery of industry's first native XML enterprise content management and multi-channel publishing solution, serving as product designer, developer, and lead architect. Orchestrated new product development lifecycle, achieving successful delivery of groundbreaking product on time and within strict budget constraints while supporting business expansion following launch. Effectively communicated and presented product vision to customers and prospects. Chosen to provide architectural oversight of company's entire product line.

Chad J. Sanders

Manager, Sales Engineering

Support Provided:

Management of Sales Engineering team supporting all aspects of Everbridge's Pre-Sales and Post-Sales technical and proposal functions

Education:

- Extensive knowledge and training on various types of computing systems, hardware and software, networking environments, multimedia technologies, support procedures, and technology planning
- FEMA IS-7 Certified (March 2009)
- FEMA ICS-100a Certified (February 2009)
- Symantec Sygate Enterprise Protection certified consultant (October 2006)
- *Fort Zumwalt North High School* Graduate (1996) – O'Fallon, MO

Key Qualifications:

Saas
 Cloud Computing
 Enterprise Software
 Security
 Web Services
 Databases
 Networking
 Integrations
 Solution Design
 Systems Management
 Leadership
 Project Management
 Professional Services
 Training
 Solution Selling
 CRM

Everbridge Role:

As Manager of Everbridge's Sales Engineering team, Mr. Sanders is responsible for managing our NA Sales Engineers and our Proposal Management team supporting both prospects and clients in Pre-Sales, Post-Sales, Professional Service, and Training capacities. Chad has been with Everbridge since November 2007 and maintains extensive experience with all Everbridge products and services

Executive Profile:

Broad technical knowledge and solution consulting among verticals

Extensive technical and business background in various areas of the marketplace enables for powerful solution development for our clients, regardless of involved technologies. Constantly striving to stay abreast of new technology developments in the marketplace to ensure rapid understanding and application in relation to our platform, internal teams, and clients. Endeavors to develop and lead high performing team members in support of all products and functions and to specialize in specific business needs internally, further enhancing client support in functional areas (pre-sales, post-sales, integration support, professional services)

Proven Performer & Leader

Extensive track record of excellent performance delivering client and internal materials and presentations, on time, and beyond expectations. Willingness to take on new projects and client requests, quickly understanding business problems and developing creative solutions to complex challenges. Mentors team members in all aspects of our products and methodologies to ensure consistency and excellence in support of our clients and internal teams. Received corporate awards for outstanding performance in 2012 (Q1-2012 MVP, Sales Team MVP 2012) and earned promotion to management in January 2013.

Over 15 years experience growing technical service businesses

Key member of Sales Engineering teams in companies ranging from \$10 million to \$200 million in sales. Excels in client support through understanding client needs and developing meaningful solutions to address business problems while enhancing ROI. Knowledgeable in all technical areas of products offered and maintains a deep understanding of potential interfacing technologies. Driven to succeed, constantly expanding technical and business knowledge and leading our Sales Engineering team to best support our client base and product suite

Employment:

iPass, Inc., Senior Sales Engineer- Senior Sales Engineer position held supporting the Central, Great Lakes, Northeast, and EMEA Regions simultaneously. Played a key role in taking Mobile Automation (a Pre-IPO firm) to acquisition with iPass, Inc. for 4.5x revenue. This position is directly related to the Device Management software for ongoing systems management of Windows-based computer systems. Systems management experience includes inventory of hardware and software assets, ongoing management of LAN connected and mobile client machines, help desk support utilities for client machines, and the migration and imaging technology used to refresh these machines. Extensive experience with pre-sales demonstrations, competitive product discussions, technology discussions, pilots, proof of concepts with prospective clients and prospect issues and needs development. Highly

Key Accounts:

City of New Orleans
 City of Tulsa
 City of Columbia, SC
 Florida Department of Emergency
 Management
 Whataburger
 Express Scripts
 Washington University, St. Louis
 Monsanto
 Dow Corning
 Baptist Health System
 BJC Healthcare, St. Louis
 NRC
 Cargill
 Amadeus IT

experienced with project management and implementations with fixed deadlines in diverse networking and server/client environments. Responsible for developing the corporate adopted plan, process, and documentation standards for all prospect/client pilots of DM which increased sales of the product suite exponentially. Outstanding skills in training new and existing clients/partners. Extensive work with detailed documentation, whitepaper development, and solution development for clients. Responsible for supporting partners and clients, working with iPass Marketing on details of new features and screenshots, and acted as liaison among the engineering/development teams of iPass and partners or clients. Received exceptional annual employee reviews during employment with both Mobile Automation, Inc. and iPass, Inc.

XcelleNet, Inc., Technical Sales Consultant- Technical Sales Consultant position held supporting the Central and Southeast Regions simultaneously (21 States). This position was directly related to the Afaia product platform for ongoing systems management of Windows-based computer systems. Extensive experience with pre-sales demonstrations, technology discussions, pilots, and proof of concepts with prospective clients. Highly experienced with project management and implementations with fixed deadlines in diverse networking and server/client environments. Extensive work with detailed documentation, whitepaper development, and solution development for clients.

Comsys, Inc., Consultant- Consulting position held within Edward Jones. This position was within the Architecture: Pure Research and Development department. Primary responsibilities included conducting the systems management product evaluations, creating and executing test matrices and objectives, compiling results, generating reports, and making recommendations to the project lead. Also involved directly with designing and developing the initial web based technologies and multimedia delivery systems for the Edward Jones intranet.

City of Berkeley, MO, MIS Director for the City of Berkley, MO- Full-time position held as the MIS Director for the City of Berkeley. Responsibilities included network design, infrastructure planning, computer system assembly and standardization, implementation, and providing ongoing technical support. This position encompassed support for all city government computer systems such as the Police Department, the Fire Department, City Services, the City Clerk and Judicial Systems, the Accounting and Payroll Systems, and the Administration systems

Comsys, Inc (formerly Cotelligent), Consulting-

- Energizer Battery Corporation: February 1999 ~ April 1999
 Level 3 Technical Support position held supporting the global sales force users throughout the Energizer Battery Corporation. Responsibilities included supporting the end users involving sophisticated support issues, creating standard system images to apply to the sales force user's machines, and repairing damaged computer systems.

- Anheuser Busch, Inc. – BARI: November 1998 ~ February 1999
 Network Engineer position held performing a nationwide computer system upgrade preparing for Y2K. Responsibilities included migrating user data and configuration settings from existing computers to new machines, installation and configuration of new computer systems and networking infrastructure devices, and implementation of the local servers supporting each location. This position included strict timelines and budgets for each location visited during the project.

Skywalker Communications, Lead Technical Analyst -

Lead Technical Analyst position held performing computer system builds, configurations, and implementations for large clients (500 system builds or more). Responsibilities included working with clients to determine their needs for technology, working with vendors to obtain the necessary hardware and software to complete the system builds, completing all system builds (both servers and clients) within the agreed upon timeframe, and implementing the computer systems into the client environments. This position also involved upper level technical support and quality assurance procedures for all system builds.

Francis S Willett, CEM

Director of Professional Services

Support Provided:

Everbridge Mass Notification Solution subject matter experts

Certified Emergency and Incident Management Professional

Education:

- **B.A. – Bachelor of Arts Marketing and Economics**
New England College, Henniker NH, 1990
- **High School/Preparatory School**
Vermont Academy, Saxtons River, VT

Key Qualifications:

Certified Emergency Consultant
Incident Command Professional

Key Accounts:

State of Connecticut
City of Boston, MA
J.P. Morgan Chase
IBM Global Services
Vodafone UK
Scottish Widows UK
CAPITAL ONE
Orvis Company
United Airlines
AT&T Wireless
MONSTER.com

Professional Affiliations:

CEMA – Connecticut Emergency Management Association
Valley Shore Emergency Management Association
CCM- Connecticut Conference of Municipalities
IAAF – International Association of Fire Fighters
Durham Volunteer Fire Company
Durham Fair Association

Everbridge Role:

Francis Willett currently serves as the Director of Professional Services for Everbridge. Willett joined Everbridge in September of 2009 and is one of the Everbridge Mass Notification Solution subject matter experts. He has been responsible for overall technical account management for the City of Boston and the State of Connecticut Statewide deployment of our Mass Notification Solution. For the last 5 years, Everbridge Mass Notification Solutions have helped protect lives and property by providing critical information to Boston and Connecticut residents during emergencies and dangerous situations.

Executive Profile:

Certified Emergency Services Professional with real world experience with Mass Notification usage.

Proven services delivery and incident management experience.

Everbridge Subject matter expert.

Employment:

Town of Durham, CT, Director of Department of Emergency Management (Appointed) - Responsible for managing town's emergency management department in the event of significant natural or man-made disaster. Manages the Everbridge Community Notification System. Maintains and updates hazard mitigation, emergency response and recovery plans for community and mutual aid agreements with neighboring communities. Organizes regular disaster exercises to test local emergency response agencies. Establishes, maintains, and runs an Emergency Operations Center. Directs a training program to prepare the Emergency Management organization for emergency operations. Attends Emergency Management training courses and workshops. NIMS ICS (100, 200, 275, 700, 800) Certified. CT Firefighter I, HAZMAT Awareness and Operations Certified

New Hampshire Motor Speedway (Speedway Safety Services), EMS Operations Chief- Responsible for directly managing all EMS incidents and tactical activities for NASCAR Events within the Grandstands and Park7ing Lots. Manages the assignments and scheduling of EMT's Paramedics, Ambulances for the events. Supports the Incident Commander during emergency incidents to ensure patron and EMS team safety. Coordinates with Local Fire, EMS, and track officials during any emergency incidents. Responsible for design and management aspects of the event incident action plan that is designed for each NASCAR event.

Unica Corp. (IBM), Senior Consultant, Professional Services- Pre-sales consultant position transitioned into the consulting services organization. The role was a 100% travel position responsible for the management of the Affinium Software implementation at new or existing Unica

Customers. Utilized proficiency skills in Enterprise Marketing Management, expertise in all current EMM Software Vendors and Marketing Services Providers.

Unica Corp. (IBM), Pre-Sales Consultant - Responsible for supporting the Sales Managers on prospect sales calls and proof-of-concept implementations. Expert on Unica's Affinium Software suite which supported all aspects of Enterprise Marketing Management.

Harte-Hanks Communications, Director of Pre-Sales

Consulting- Promoted to the role of Director and relocated to the corporate marketing department. Managed a team of regional based Pre-Sales Consultants that were responsible for supporting the Sales and Marketing efforts of the Harte-Hanks - Boston Division. Responsible for trade show management and staffing demonstration resources & equipment for the Direct Marketing Association (DMA), National Center of Database Marketing (NCDM), as well as the Design Management Institute (DMI) trade shows attended by the Harte-Hanks sales and marketing departments.

Harte-Hanks Communications, Pre-Sales Consultant-

Promoted to the role of Pre-Sales Consultant in the newly formed Business-To-Business department. Responsible for demonstrating and speaking to the functionality of the Harte-Hanks campaign management application and the many CRM database products and services. Position supported numerous sales managers nation- wide and was a high travel position.

Harte-Hanks Communications, Customer Acceptance

Testing Manager - Promoted to management position within the Product Development/QA Testing Area. Team was responsible for designing and testing "real life" ways which customers use the P/CIS application and database.

Harte-Hanks Communications, Software Installation

Manager- Promoted to Software Installation Manager with the consolidation of the SQA resources into the primary QA department. The P/CIS software was being developed with a Windows 3.1 Client interface that required an easy to use Installation program. Managed a three person installation program team developed on an industry standard installation platform with ability to easily install the client on a customer's PC and easily connect to the P/CIS database server.

Harte-Hanks Communications, Account Manager- Responsible for the customer account management for Insurance and Investment department. Responsible for managing customers that were currently using the P/CIS product line and helping them gain the most out of their investment. The proprietary database and campaign management software had multiple releases per year and this position was responsible for coordination of internal recourses for support and problem resolution. Contributed to Pre-Sales presentations for new insurance investment prospects.

The Travelers Companies, Marketing Analyst- Responsible for execution of Personal Lines Life and Long Term Care marketing campaigns for the Personal Lines Marketing Department. The P/CIS system was proprietary software and database marketing system that managed all of the Life and Long term Care marketing campaigns for The Travelers. Also responsible for working with the initial marketing team to rollout the first Long Term Care product offering. Was a member of the marketing team that helped define and document the internal definitions of the first Long Term Care product offering and marketing creative launched in 1992.

This page intentionally left blank.

Section 3—Project Experience & References, continued

Experience & References: CONTRACTOR shall describe five (5) references, at least 3 of which serve multiple jurisdictions with multiple authorized users having a total population of no less than 400,000. References must be active customers. Please include phone number and email address if possible as the County will conduct reference checks using this information.

CLIENT: Ventura County, CA

CONTACT: Patrick Maynard

E-MAIL AND PHONE NO: patrick.maynard@ventura.org (805) 654-3843

DESCRIPTION OF PROJECT: Includes 836,000 citizens as well as 19,500 businesses. Unlimited use system. Opt in page for review here:

www.readyventuracounty.org/index.php?option=com_content&view=article&id=57&Itemid=11

CLIENT: Kern County, CA

CONTACT: Wendy Benson

E-MAIL AND PHONE NO: wbenson@co.kern.ca.us (661) 873-2603

DESCRIPTION OF PROJECT: Includes 856,000 citizens as well as 12,000 businesses. Unlimited use system. Opt in page for review here:

http://www.kerncountyfire.org/index.php?option=com_content&view=article&id=21&Itemid=30

CLIENT: Merced County, CA

CONTACT: Ed Banks

E-MAIL AND PHONE NO: ed.banks@fire.ca.gov (209) 385-7344 ext 4865

DESCRIPTION OF PROJECT: Includes 262,000 citizens as well as 2,800 businesses. Unlimited use system. Opt in page for review here:

https://ww2.everbridge.net/citizen/EverbridgeGateway.action?body=home&gis_alias_id=1590781

CLIENT: Madera County, CA

CONTACT: Captain Michael Salvador

E-MAIL AND PHONE NO: msalvador@madera-county.com (559) 675-7775

DESCRIPTION OF PROJECT: Includes 152,000 citizens as well as 1,800 businesses. Unlimited use system. Opt in page for review here: <http://www.mcalert.org>

CLIENT: Tulare County, CA

CONTACT: Andrew Lockman

E-MAIL AND PHONE NO: alockman@tularehhsa.org (559) 624-7498

DESCRIPTION OF PROJECT: Current implementation, converted from 21st Century - included for relevant conversion conversation as well as implementation feedback. Includes 452,000 citizens as well as 6,100 businesses. Unlimited use system. Opt in page for review here:

<http://www.tularecounty.ca.gov/alerttc>

**CLIENT: Pierce County, WA**

CONTACT: Ken Parrish

E-MAIL AND PHONE NO: kparris@co.pierce.wa.us (253) 798-6597

DESCRIPTION OF PROJECT: Includes 811,000 citizens as well as 16,000 businesses. Unlimited use system. Opt in page for review here: <http://www.co.pierce.wa.us/index.aspx?nid=921>

Section 4—Environmentally Friendly Practices

CONTRACTOR shall summarize all environmentally friendly practices it adheres to in the course of doing business as relevant to County’s Climate-Friendly Purchasing Policy (*Reference: www.co.monterey.ca.us/admin/policies.htm*).

As a firm that offers a service rather than a product, Everbridge is not in an industry that negatively impacts the environment. Even so, we have gone green by rolling out company policies dedicated to the conservation of natural resources.

Upon reviewing Monterey County’s Climate-Friendly Purchasing Policy, we found that much of our efforts are in line with and relevant to the purchasing policy section *II. Policy, 3. Reduce Waste, Reuse, Recycle*.

In our own efforts to reduce waste, reuse, and recycle, we have provided:

- New personalized mugs to each employee to replace Styrofoam cups
- Permanent metal forks, spoons, and knives in lieu of plastic utensils
- Permanent washable plates
- Cardboard boxes at each employee’s desk for paper recycling as well as locked shredding bins for confidential documents (which are recycled by the shredding company)
- Paper towels that are made of 100% recycled paper

Everbridge has taken additional steps in our conservation efforts. For example, in lieu of bottled water, we have installed the strongest filters available so that hot and cold water in company kitchens are filtered. (These filters are serviced and changed on a regular basis.)

We have also placed custom-designed posters promoting green practices, such as stickers and posters placed around the office to act as reminders to print documents double-sided (when possible) and other paper-conserving options.

We even found a small bit of relevance with the purchasing policy’s section *II. Policy 4. Promote Renewal Energy and Low Carbon Fuels*, which states that when applicable, practicable, and economically feasible, the County will purchase fuel efficient and alternative fuel vehicles.

While Everbridge has no need to purchase vehicles, we have almost 200 employees worldwide who are driving vehicles every day. By promoting flexible staff scheduling, we are doing our part to allow for gas consumption reductions.

CONTRACTOR shall indicate whether or not it is a ‘Green Certified’ Business and state which governing authority administered the certification.

No, Everbridge is not a Green-Certified business.

This page intentionally left blank.

Section 5—Pricing (Attachment A) & Warranty

CONTRACTOR shall complete and submit pricing as per ATTACHMENT A - PRICING SHEET attached hereto.

Please see on the following page Attachment A - Pricing Sheet. We have also included as a supplement a detailed Everbridge price quote which provides a comprehensive overview of the Mass Notification solution inclusions as well as costs.

Warranty: CONTRACTOR shall specify the warranty period for the materials and guarantee the workmanship of all items proposed. After the award, the CONTRACTOR shall promptly remedy all defects without cost to the County that may appear within this period. CONTRACTOR shall also specify if extended warranty is available and submit the extended warranty term period and associated cost.

The Everbridge system is a Software as a Service (SaaS) solution that does not require customers to install or manage any hardware or software. As such, it does not lend itself to the provision of a warranty in the traditional sense. Everbridge performs all system updates and maintenance for the life of the contract at no additional charge to the customer.

This page intentionally left blank.

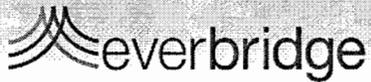
Attachment A—Pricing

CONTRACTORS to submit tiered pricing information at different levels of use with cost for exceeding allotted use. CONTRACTORS to include setup costs, maintenance, and annual price increases. Pricing to include: pricing for emergency notification service only as well as emergency notification with non-emergency community notification service.

	Unlimited Use	Tier 1 - # of Minutes, Texts, Activations	Tier 2 - # of Minutes, Texts, Activations	Tier 3 - # of Minutes, Texts, Activations
Emergency Notification Only – Unlimited Administrators	<p>It is assumed with this model that the customized opt-in page options are not going to be used, 911 data and standard opt-in of additional contact paths only?</p> <p>If the above is an accurate description, then system will be: \$59,000.</p>	The price as presented is for unlimited emergency use of all call types, all call paths.	The price as presented is for unlimited emergency use of all call types, all call paths.	The price as presented is for unlimited emergency use of all call types, all call paths.
Emergency & Community Notifications – Unlimited Administrators	\$73,550	N/A – Completely Unlimited Use	N/A – Completely Unlimited Use	N/A – Completely Unlimited Use
Annual Maintenance	\$73,550 or \$59,000 if Emergency Notification Only is selected as the use model.	N/A – Unlimited System Use		N/A – Unlimited System Use
Setup Cost	\$5,684	\$5,684	\$5,684	\$5,684
Annual Price Increase	N/A. Price is for 1 year with five 1-year options as presented. No price increase from year to year.			



This page intentionally left blank.



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

tel: 888.366.4911
fax: 818.484.2299

www.everbridge.com

QUOTATION

Quote Number: 00008329

Confidential

I of 3

Exhibit B

Prepared for: Gina Encallado
Monterey CA, County of - PF185
1322 Natividad Road
Salinas, CA 93906
(831) 796-1336
831-796-6441
encalladogl@co.monterey.ca.us

Quotation Date: June 22, 2013
Quote Expiration Date: October 31, 2013
Rep: Patrick Stuver
(818) 230-9724
patrick.stuver@everbridgemail.com

Contract Summary Information

Contract Period: 1 Year
Contract Optional Years: 5 Years

MN Contacts up to: 5,000
MN Households up to: 145,000

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

Service	Fee Type	Qty	Unit Price	Total Price
Everbridge Mass Notification (MN) with Unlimited Domestic Non-Emergency Minutes	Recurring	1	\$71,050.00	\$71,050.00
Everbridge CMAS/WEA Notification	Recurring	1	\$2,500.00	\$2,500.00



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

tel: 888.366.4911
fax: 818.484.2299

www.everbridge.com

QUOTATION

Quote Number: 00008329

Confidential

2 of 3

Exhibit B

Pricing Summary:

Year One Fees*	\$73,550.00
One-time Implementation and Set Up Fees:	\$5,684.00
Total Year One Fees:	\$79,234.00
Optional Year(s) Ongoing Annual Recurring Fees:	\$73,550.00

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

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



Everbridge Mass Notification

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

Usage

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

Access

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

Key Notification Features

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

Contact Data Management

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

Mapping Tools

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

Additional Resources

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

Set-up & Implementation

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



Mass Notification

The screenshot displays the Everbridge Mass Notification interface. On the left is a sidebar with navigation options: My Profile, Subscriptions, Custom Fields, and Locations I Care About. The main area shows a list of notifications with columns for Title, Type, Category, and Created On. A detailed view of a 'Wildfire Warning - Prepare inside your home - 48382806589456' notification is shown on the right, including a map of the affected area and a message body.

Title	Type	Category	Created On
Wildfire Warning - Prepare your vehicle	Standard	Wildfire Warning	2012-09-22 11:21:19
Wildfire Warning - Prepare inside your home	Standard	Wildfire Warning	2012-09-22 11:26:54
Evacuation - Flood Warning	Standard	Evacuation	2012-08-22 11:24:52
Starting Shutoff	Polling	Shutoff	2012-08-22 11:01:11
Chemical Event - Carbon Tetroxide Activated	Standard	Chemical Event	2012-08-22 10:59:47
Chemical Event - No Carbon	Standard	Chemical Event	2012-08-22 10:59:09
Ambush Alert	Standard	Ambush Alert	2012-08-22 10:58:52
Emergency Operations Center Critical	Polling	EOCC Callin	2012-08-22 09:56:17
Incident Management Team Conference	Conference	Incident Mgmt Conf Call	2012-08-22 09:49:23
Flood Warning	Standard	Flood	2012-08-22 08:44:23
Flood Watch	Standard	Flood	2012-08-22 08:42:56
Flood Statement	Standard	Flood	2012-08-22 07:41:44

Wildfire Warning - Prepare inside your home - 48382806589456

Message

Check windows, vents, and doors. Confine pets to one room for safety. Avoid calls. Close mobile devices and heavy appliances. Remove light weights to prevent trapped heat buildup. Turn on lights. Turn off pilot lights. Move flammable objects away from windows.

Overview

Everbridge Mass Notification enables users to send notifications to individuals or groups using lists, locations, and visual intelligence. This comprehensive notification system keeps everyone informed before, during and after all events whether emergency or non-emergency. Discerning customers choose Everbridge Mass Notification for its robust analytics, GIS capabilities, flexible, customizable contact management system and a unique “globally local” approach that makes it simple to notify or manage contacts and/or manage contact data across multiple distributed data stores from a single access point.

- + Citizen Protection and Life Safety
- + Emergency Response and Management
- + Continuity of Operations
- + Developing Your Notification Program
- + Power outages

ANTICIPATE, TARGET, COMMUNICATE

- + Intelligent, personalized message delivery is about targeting the individual and not the device. Escalation follows the order of contact preference designated by the recipient and stops once the recipient confirms receipt.
- + GIS-based message targeting to quickly and easily send messages to recipients in a specific geographic region defined by zip code, street address, radius from a specific point, or other attribute. Specify a location with user-friendly drawing tools or even upload shape files from other applications for on-the-fly notifications to targeted geographic areas.
- + Support for up to 13 contact paths is included, providing flexibility in broadcasting messages to virtually any communications device, including desktop alerts, in addition to supporting escalation workflow throughout the organization.
- + Build events for one-click sending during incidents. Set up notification templates with pre-determined contact lists and pre-defined messages for faster communications in a crisis.
- + Quickly resend notifications to recipients, or send follow up messages to all or a sub-set of recipients for tracking within the same incident or event.
- + Flexible call-throttling capabilities empower system administrators to configure rules based on their infrastructure's capacity.
- + Segregate your management and operating structure into multiple notification environments. Separating by geography, department/function, country or other criteria provides maximum security and flexibility.
- + Web Posting allows notifications to automatically be published to systems such as: Public Websites, Intranets, Internal Systems, and Social Media.
- + Globally local call routing increases the delivery speed and volume of voice notifications; your global calls will be initiated using providers that are local to the call recipient.
- + Customized global caller ID enables you send a single notification anywhere in the world with a caller ID can be customized per country and is local and familiar to the call recipient.
- + Store your data locally and securely in your country of preference and comply with the regulatory requirements of that locale.
- + An organization with multiple, distributed data stores does not need to do anything special in order to access or manage this contact data or notify contacts. A unified access point makes the location of data transparent to the user.
- + Designed to meet the highest standards for regulatory requirements and handling of PII worldwide, including encryption of data at rest, if needed.

GEO-INTELLIGENT TOOLS

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

ADVANCED MOBILITY AND CONNECTIVITY

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

GLOBAL READY

- + Personalize your reach to a global audience by broadcasting messages globally, in any language.
- + Multilingual text-to-speech capability enables you truly to localize communications.

FLEXIBLE, CUSTOMIZABLE CONTACT MANAGEMENT

- + Easily automated bulk, partial and full updates utilizing a secure, industry standard method for data transfer.
- + Update groups and custom fields without compromising information from HR systems.
- + Organize and categorize contact data in a way that is meaningful to your organization.
- + Search or filter contacts on any attribute or combination of attributes within the contact's profile.
- + Easily notify contacts and/or manage contact data across multiple distributed data stores from a single access point.
- + Data can be populated from several sources and geo-coded. 911 data can be kept separate for emergency-only usage.



REPORT, ANALYZE, UNDERSTAND

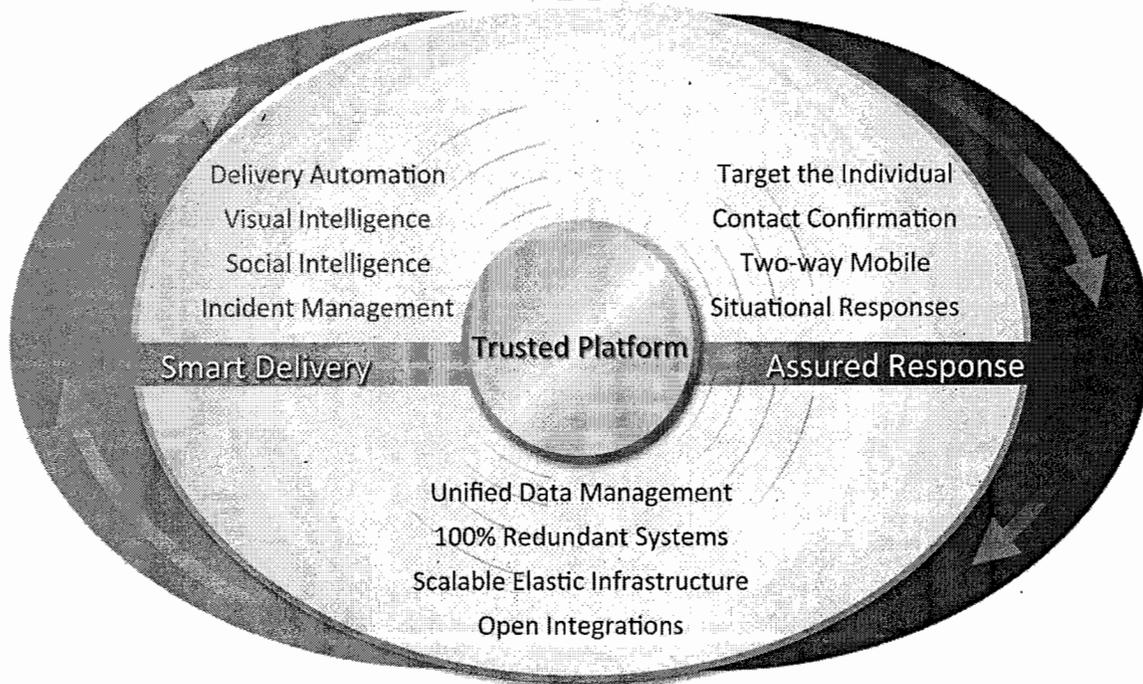
- + Comprehensive, robust analytics and reporting capabilities provide the actionable intelligence needed to enhance your continuity and resiliency, as well as measure your communication program's effectiveness and to continually improve its efficiency.
- + Armed with powerful, accurate incident analyses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

POSITIVE USER EXPERIENCE

- + Comprehensive and intuitive administrator interface to manage settings, limits and defaults.
- + Separate user and contact management that uses role-based access controls.
- + Account and Organizational hierarchy structure.
- + Comprehensive self-service administration.
- + Mass Notification provides branded, customizable profile management portals to administer both publicly available and private (invitation only) opt-in. Both are accessed via a link on your website that directs participants to the opt-in interface.
- + Public and private portals are Section 508 compliant and include field-level view/read/write access controls. The intuitive interface enables recipients to quickly and easily manage their preferences including contact information, locations they care about, alert preferences and more.

SUMMARY

Whether you need to immediately contact stakeholders or to manage nonemergency tasks like tests and peak usage, Everbridge's reliable and easy-to-use system keeps everyone up to date. Everbridge offers a single platform for all critical communications, so that you can better protect life and property, meet regulatory requirements, and improve operational efficiencies.



The Everbridge Difference

Scalability

Everbridge's next generation elastic infrastructure delivers unmatched scale and performance. It incorporates real-time intelligent monitoring of system demand to ensure optimal notification delivery performance. So when spikes in demand occur, the system's architecture seamlessly taps into a near-infinite amount of capacity and processing resources to satisfy all notification delivery needs – without failures or bottlenecks.

Patented Innovation

Everyone says that they lead the industry in innovation – but Everbridge has been granted more patents than any other mass communication vendor. These patents underscore Everbridge's vision, industry expertise and technology proficiency in mass communications and reflect the advancements that Everbridge has contributed to the communications industry within the areas of notification systems, geo-notification systems, text-to-speech and speech-to-text notifications.

Secure & Compliant

The Everbridge Solutions Suite features a proprietary ACT-SaaSSM service, an advanced Software-as-a-Service (SaaS) delivery model on a cloud infrastructure with multiple data centers in active-active configuration. Everbridge is the only incident notification provider to offer this level of security, performance, and availability. Leveraging the benefits of Emergency Notification for Cloud ComputingTM helps lower the cost and increase the power of communications, provides flexibility, and creates a more secure computing environment without software, hardware, or internal telephone networks to purchase and maintain.

About Everbridge

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



Section 6—Exceptions

Submit any and all exceptions to this solicitation on separate pages, and clearly identify the top of each page with “EXCEPTION TO MONTEREY COUNTY SOLICITATION #” (indicate the applicable solicitation number). Each Exception shall reference the page number and section number, as appropriate. CONTRACTOR should note that the submittal of an Exception does not obligate the County to revise the terms of the RFP or AGREEMENT.

Please see Everbridge exceptions on the following page.

Exceptions to Monterey County Solicitation #10436 - Telephone Messaging and Emergency Notification

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

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

Sample Agreement

S3.0 Term of Agreement S3.3 (p. 24) - Everbridge respectfully directs Monterey County to Section 5.1 of the Everbridge, Inc. Service Agreement in lieu of the language of this section.

S4.0 Compensation and Payments S4.6 Tax (p. 25) - Everbridge respectfully directs Monterey County to Section 2 of the Everbridge, Inc. Service Agreement in lieu of the language of this section.

S6.0 Standard Indemnification (p. 26) - Everbridge respectfully directs Monterey County to Sections 9 and 10 of the Everbridge, Inc. Service Agreement in lieu of the language of this section.

S7.0 Insurance Requirements (pp. 26-28) - Everbridge will provide the insurance coverage outlined on the Everbridge Insurance Certificate enclosed with this proposal.

S8.0 Records and Confidentiality S8.4 Access to and Audit of Records (p. 29) - Everbridge can accommodate financial audit rights, but we must receive 30 days written notice for onsite audits, and such audits are limited to once per calendar year and subject to the client agreeing to reimburse Everbridge for time and expenses incurred in support of the audit, as determined by Everbridge. Everbridge provides hardware/software audits based on a specific compliance as required by law. Otherwise, we can provide a SOC II Type II report when requested by the customer, to ensure compliance with industry best practice.

S10.0 Overriding Contractor Performance Requirements S10.2 Non-Assignment (p. 30) - Everbridge cannot agree to seek permission from its customers in the event Everbridge merges, is acquired by, or transfers substantially all of its assets.



Everbridge, Inc.
Core Platform Service Agreement

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

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

2. PAYMENT TERMS. Customer shall pay the fees set forth in the Quote (“**Pricing**”). If Customer exceeds the usage levels specified in the Quote, then Everbridge may invoice Customer for any overages at then current rates. Everbridge shall invoice Customer annually in advance. All payments shall be made within thirty (30) days from receipt of invoice, after which interest shall accrue at a rate of one and one-half percent (1.5%) per month or the highest rate allowed by applicable law, whichever is lower. Such interest shall be in addition to any other rights and remedies that Everbridge may have hereunder. Pricing does not include any local, state, federal or foreign taxes, levies or duties of any nature, all of which Customer is responsible for paying, except for those relating to Everbridge’s income.

3. CUSTOMER RESPONSIBILITIES.

3.1 Users. Customer shall in its discretion authorize certain of its employees and contractors (“**User(s)**”) to access the Service. Each User must be bound in writing to confidentiality obligations that are no less restrictive than those set forth herein, and that are sufficient to permit Customer to fully perform its obligations under this Agreement. Customer shall undergo the initial setup and training as set forth in the Implementation inclusion sheet provided with the Quote. The Implementation sheet provides a detailed list of the services included as part of the implementation purchased and the corresponding timelines. If Customer fails to complete the Implementation process within the sixty (60) day timeframe, Customer must purchase any additional implementation services. Customer shall be responsible for: (i) ensuring that Users maintain the confidentiality of all User login and password information; (ii) ensuring that Users use the Service in accordance with all applicable laws and regulations, including those relating to use of personal information; (iii) any breach of the terms of this Agreement by any User; and (iv) all communications by Users using the Service. Customer shall promptly notify Everbridge if it becomes aware of any User action or omission that would constitute a breach or violation of this Agreement.

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

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

4. TERM. This Agreement will commence on the Effective Date and will continue in full force and effect until all executed Quotes have terminated, unless otherwise terminated in accordance with the termination rights set forth in this Agreement.

5. TERMINATION; SUSPENSION.

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

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

5.3 Suspension. Everbridge may suspend, with or without notice, the Service or any portion for (i) emergency network repairs, threats to, or actual breach of network security; (ii) any violation by Customer of Section 3.2 or 6.2; or (iii) any legal, regulatory, or governmental prohibition affecting the Service. In the event of a suspension under (i) or (iii), Everbridge shall use its best efforts to reactive any affected portion of the Service as soon as possible.

6. PROPRIETARY RIGHTS.

6.1 Grant of License. Everbridge hereby grants to Customer, during the term of this Agreement, a non-exclusive, non-transferable, non-sublicensable right to use the Service subject to the terms and conditions of this Agreement. Upon

suspension of the Service or termination of this Agreement for any reason, the foregoing license shall terminate automatically and Customer shall discontinue all further use of the Service.

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

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

7. CONFIDENTIAL INFORMATION.

7.1 Definition; Protection. As used herein, “**Confidential Information**” means all information of a Party (“**Disclosing Party**”) disclosed to the other Party (“**Receiving Party**”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes without limitation, any personally identifiable Customer Data, all Everbridge Technology, and either Party’s business and marketing plans, technology and technical information, product designs, reports and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party;

or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose other than performance or enforcement of this Agreement without the Disclosing Party’s prior written consent, unless (but only to the extent) otherwise required by a governmental authority. Each Party agrees to protect the Confidential Information of the other Party with the same level of care that it uses to protect its own confidential information, but in no event less than a reasonable level of care. Without limiting the foregoing, this Agreement and all terms hereof shall be Everbridge’s Confidential Information.

8. WARRANTIES; DISCLAIMER.

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

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

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

9. INDEMNIFICATION.

9.1 By Customer. Customer shall defend, indemnify and hold Everbridge harmless against any loss or damage (including reasonable attorneys' fees) incurred in connection with any claim, suit or proceeding ("Claim") arising out of Customer's breach of the tax provisions in Section 2 and any breach by Customer of Sections 3, 6 or 8.3.

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

10. LIMITATION OF LIABILITY. Except for breaches of Section 6, neither Party shall have any liability to the other Party for any loss of use, interruption of business, lost profits, costs of substitute services, or for any other indirect, special, incidental, punitive, or consequential damages, however caused, under any theory of liability, and whether or not the Party has been advised of the possibility of such damage. Notwithstanding anything in this Agreement to the contrary, in no event shall Everbridge's aggregate liability, regardless of whether any action or claim is based on warranty, contract, tort, indemnification or otherwise, exceed amounts actually paid by Customer to Everbridge hereunder during the 12 month period prior to the event giving rise to such liability. Customer understands and agrees that these liability limits reflect the allocation of risk between the Parties and are essential elements of the basis of the bargain, the absence of which would require substantially different economic terms.

11. MISCELLANEOUS.

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

11.2 Force Majeure; Limitations. Everbridge shall not be responsible for performance under this Agreement to the extent precluded by circumstances beyond Everbridge's reasonable control, including without limitation acts of God,

acts of government, flood, fire, earthquakes, civil unrest, acts of terror, labor problems, computer, telecommunications, Internet service provider or hosting facility failures, or delays involving hardware, software or power systems, and network intrusions or denial of service attacks. The Service delivers information for supported Contact paths to public and private networks and carriers, but cannot guarantee delivery of the information to the recipients. Final delivery of information to recipients is dependent on and is the responsibility of the designated public and private networks or carriers. Customer acknowledges and agrees that territories outside the U.S. and Canada may have territorial restrictions resulting from applicable law, telecommunications or internet infrastructure limitations, telecommunications or internet service provider policies, or communication device customizations that may inhibit or prevent the delivery of certain SMS, text or other notifications, or restrict the ability to place or receive certain calls such as outbound toll free calls. Everbridge shall have no liability to the extent such restrictions impede the Service.

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

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

11.5 Governing Law; Attorney's Fees. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware, without regard to its conflicts of laws rules. The prevailing party in any action arising out of this Agreement shall be entitled to its reasonable attorneys' fees and costs.

11.6 Notices. Either party may give notice at any time by any of the following: letter delivered by (i) nationally recognized overnight delivery service; (ii) first class postage prepaid mail; or (iii) certified or registered mail, (certified and first class mail deemed given following 3 business days after mailing) to the other party at the address set forth below. Either Party may change its address by giving notice as provided herein. Invoices shall be sent to the Customer's contact and address following Customer's signature below.

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

11.8 Entire Agreement. This Agreement, including its Exhibits and any Quote, constitutes the entire agreement between the Parties and supersedes all other agreements and understandings between the Parties, oral or written, with respect to the subject matter hereof, including any confidentiality agreements. This Agreement shall not be modified or amended except by a writing signed by both Parties. ANY NEW TERMS OR CHANGES INTRODUCED IN A PURCHASE ORDER OR OTHER DOCUMENT ARE VOID AND OF NO FORCE OR EFFECT. EVERBRIDGE'S ACKNOWLEDGEMENT OF RECEIPT OF SUCH DOCUMENT OR ACCEPTANCE OF PAYMENT SHALL NOT CONSTITUTE

AGREEMENT TO ANY TERMS OTHER THAN THOSE SET FORTH IN THIS AGREEMENT.

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

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

11.11 Counterparts. This Agreement may be executed in one or more counterparts, all of which together shall

constitute one original document. A facsimile transmission or copy of the original shall be as effective and enforceable as the original.

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

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

EVERBRIDGE, INC.

CUSTOMER: _____

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address:

Customer's address for legal notices:

500 N. Brand Blvd., Suite 1000

Glendale, CA 91203

For legal notice:

Attention: Legal Department

Attn: _____

Customer's address for billing:

Attn: _____

Email for billing: _____

Telephone number: _____

EXHIBIT A

Additional Business Terms

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

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

"Electronic Communications" means electronic communications (including inputting or updating Customer Data in the System) and the sending of messages or notifications to and from Contacts via the System.

"Priority Notifications" means Electronic Communications sent by Customer through the Service to multiple Contacts via one or multiple communication paths to advise Contacts of an immediate or expected emergency or life-threatening condition or circumstance, but excluding any Contact responses thereto.

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

"Messaging Minute" means the unit of usage expended in sending Non-Priority Notifications.

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

"Non-Priority Notifications" means Electronic Communications sent by Customer through the Service to multiple Contacts via one or multiple communications paths which are not characterized as Priority Notifications, and any Contact responses to such communications or to any Priority Notifications.

1. **Messaging Minutes.** Customers must purchase Messaging Minutes to send Non-Priority Notifications. No Messaging Minutes shall be required to send United States domestic Priority Notifications, push notifications or email messages. Unused Messaging Minutes expire one year from date of purchase or upon termination of this Agreement, whichever occurs first, and are not refundable
2. **Usage.** Messaging Minutes shall be calculated as follows:
 - For text messages, one Message Minute for each 146 characters or portion thereof.
 - For voice messages, one Message Minute per minute or portion of a minute of the voice message.
 - Additional charges may apply for international Priority Notifications and Non-Priority Notifications.
3. **Auditing.** Everbridge may, from time to time, monitor or audit message content to verify the characterization of messages as Priority Notifications. If Customer has not characterized a message appropriately, then Everbridge may recharacterize the message in its sole reasonable judgment, and apply Messaging Minutes for such message in accordance with the foregoing Usage allocations. Customer's intentional mischaracterization of Priority Notifications, or mischaracterization of more than three Priority Notifications in a twelve-month period, shall constitute a material default under this Agreement.
4. **Premium Features; Everbridge Units.** On or before the Effective Date, Customer shall advise Everbridge how many Everbridge Units are to be allocated to each of the Premium Features Customer has ordered, and no change shall be made in such allocation during the first three months of the first Term Year. Thereafter, Customer may change the allocation of Everbridge Units among Premium Features no more than once every three months during a Term Year, or whenever Customer purchases additional Everbridge Units. Unused Everbridge Units expire one year from date of purchase or upon termination of this Agreement, whichever occurs first, and are not refundable.
5. **Data Feeds; Other Data.** Notwithstanding anything to the contrary in this Agreement, to the extent that Customer has purchased or accesses Data Feeds, such feeds are provided solely on an "AS IS" and "AS AVAILABLE" basis and the sole and exclusive remedy for any failure, defect, or inability to access such Data Feed shall be to terminate the Data Feed with no further payments due. No refunds shall be granted with respect to such Data Feed. In addition, to the extent Customer has purchased a feature that allows Customer to monitor, and utilize information and data from other sources not supplied by Everbridge directly (e.g., Twitter) (collectively **"Other Data"**), Everbridge disclaims any and all liability of any kind or nature resulting from any inaccuracies or failures with respect to any such Other Data.

Section 7—Appendix

Appendices: CONTRACTOR may provide any additional information that it believes to be applicable to this proposal or qualifications package and include such information in an Appendix section.

Please see Everbridge's responses to the following:

- RFP Section 18.0 Piggyback Clause
- RFP Appendix A—Functional Requirements
- RFP Appendix B—Technical Specifications
- RFP Appendix C—Security Requirements

This page intentionally left blank.

RFP Section 18.0—Piggyback Clause

- 18.1 CONTRACTOR shall indicate below if CONTRACTOR agrees to extend the same prices, terms and conditions of their proposal to other public agencies that have delivery locations within the State of California limits: X Yes _____ No. CONTRACTOR's response to this question will not be considered in award of the AGREEMENT resulting from this solicitation. If and when CONTRACTOR extends the prices, terms and conditions of their proposal to other public agencies, any resulting agreement shall be between CONTRACTOR and the other public agencies and County shall bear no responsibility or liability for any agreements between CONTRACTOR and the other public agencies.

This page intentionally left blank.


RFP Appendix A—Functional Requirements

#	FUNCTIONAL REQUIREMENTS	Response			COMMENTS
		C	N	A	
	General Requirements				
1	CONTRACTOR must state and demonstrate upon request that their system meets Minimum Standards for Emergency Telephone Notification Systems, Document 56-003, published by the National Emergency Number Association (NENA), June 12, 2004.	X			Everbridge complies with and meets Minimum Standards for Emergency Telephone Notification Systems, Document 56-003, published by the National Emergency Number Association (NENA), June 12, 2004.
2	Must support an Application Programming Interface (API) that allows for automatically adding, updating, and removing of users. API must also support custom user fields, subscriptions, and delivery methods.	X			Everbridge has a RESTful API that uses a HTTPS connection to transfer data in real time if desired. Everbridge's Contact API allows clients to integrate our contact record management functionality with existing backend data systems such as LDAP, Active Directory, PeopleSoft, Oracle, Banner, and other SIS platforms. All data fields including custom fields, subscriptions and delivery methods can be imported through the API.
3	Must support the ability for administrators to manually add, edit, and delete message recipients from the system without CONTRACTOR intervention.	X			Monterey County will have full ability to manually manage their own data. No contractor intervention is required for administration of the system.
4	Must include a mechanism to track which user made changes, when changes were made, and include a detailed list of changes.	X			Everbridge maintains a log regarding changes made to the system. All uploads are fully logged showing when changes were made, who made the changes, including a full list of the changes made.
5	Activations do not require CONTRACTOR intervention, such as an operator.	X			Everbridge is accessible through a web portal, mobile application, or web portal. There is no action necessary from Everbridge to broadcast a message. This is completely managed by the county.
6	Must allow users to search for pre-loaded campaigns, maps, and messages using dynamic key word search; searching should not require exact name.	X			Everbridge supports notification templates that can include preloaded messages and settings including mapping settings,



				dynamic filters, and searches. Everbridge supports “begins with” and “contains” searches that will help produce the desired data.
7	Must be able to generate notifications to listed and unlisted telephone numbers.	X		Everbridge can reach any phone number including phone numbers that require an extension.
8	Must accept a monthly upload of MSAG data provided by County. CONTRACTOR must sign nondisclosure agreement.	X		Everbridge can accept uploads of data at any interval. Everbridge will sign a NDA after review from our legal department, this is a common request and generally does not represent a hurdle to implementation.
9	Must be able to send all messages in multiple languages.	X		<p>Everbridge also supports Text-to-Speech messaging in a foreign language (ability to type a message in a foreign language and have that message delivered in the language with correct message prompts and pronunciation). Everbridge supports the following 13 distinct languages today:</p> <ul style="list-style-type: none"> • Danish • English (U.S and U.K) • French • German • Italian • Japanese • Norwegian • Portuguese • Russian • Spanish (Europe and Latin American) • Swedish <p>These languages are available at no additional cost. Translating services are not provided due to the types or errors that automatic translations can make (the building is hot vs. the building is on fire). Professional translations should be used for all messages sent.</p>



10	Must be able to initiate sessions, activate saved messages, and create new messages from iOS and Android mobile devices as well as Windows and Mac desktop computers.	X		Any authorized user (admin based on permissions) who has internet access can launch a notification from an internet browser. In addition Everbridge has developed a solution to support any Smartphone device called the Everbridge Mobile URL. This Mobile URL can be launched from any web connected device allowing an administrator the ability to deploy a notification quickly and easily from a wide variety of non-standard devices. In addition, Everbridge has developed a series of mobile Apps for iOS and Android devices.
11	Interface must be simple, intuitive, and user friendly.	X		Using the Everbridge system, the entire message creation process is completed in a single screen and is pre-set with default preferences, expediting the time to broadcast a message while reducing human errors. For maximum efficiency, both text messages and voice messages can be created and delivered via the same broadcast. All default settings are controlled by your administrator and do not require vendor assistance. The system was designed to be intuitive and user friendly, ensuring easy message creation.
12	User shall be given the option to record a message at the time of activation (on the fly) or to use a previously recorded message.	X		Everbridge supports the following methods to record a live voice: <ul style="list-style-type: none"> • Record a new message via phone or with a microphone connected to the PC • Call in with a telephone and record a message • Select a pre-recorded voice message • Upload a .WAV file from your computer • Record directly on your mobile phone via our

				<p>Mobile Member application</p> <p>In addition to including a text-to-speech (TTS) engine which can be used with any notification, Everbridge holds US Patent # 8,149,995 covering the use of text to speech in a notification.</p>
13	All system functionality and components available to users must be utilized through a single application; a single user interface.	X		Everbridge has designed the system to make all functions accessible to account administrators through a single interface portal. This simplifies system management for administrators.
14	Must provide simple, online registration for citizens.	X		The Member Portal is a full self-serve registration and opt-in interface largely under the direct design control of the Client. It is easy to collect opt-in information through this portal.
15	Must provide campaign tracking and time stamp database storage of sent messages for reporting.	X		Everbridge logs every messages sent from the notification platform. This includes a time stamp and tracking for each message.
16	Must be capable of answering machine detection and ability to leave a message.	X		Everbridge can determine whether a phone is answered by a live recipient or an answering machine. This result is logged and will result in the system leaving a message if configured to do so.
17	Must have the ability to resend a message that has been sent and to adjust the targeted audience of the message content.	X		Everbridge allows a message to be easily resent. In this process you can use the same or different recipients (even targeting those that responded or didn't respond to a previous message). The message content can also be adjusted in the case of an update to a situation (update to an incident, all clear, etc.)
18	Must have the ability to resend a message that has been sent and to adjust the targeted audience of the message content. (This is a repeat of # 17 above.)	X		Everbridge allows a message to be easily resent. In this process you can use the same or different recipients (even

				targeting those that responded or didn't respond to a previous message). The message content can also be adjusted in the case of an update to a situation (update to an incident, all clear, etc.)
19	Must be able to schedule a notification for a future date and time of delivery.	X		Everbridge allows you to schedule a notification for a time in the future, or to set a recurring broadcast that will occur daily, weekly, monthly, or yearly.
20	Call recipients must be able to replay the message multiple times.	X		Everbridge allows recipients to replay a message after listening to it.
21	Must be able to select geographic areas on an online map in which notifications will be sent.	X		Everbridge has an integrated GIS platform that allows recipients to be selected geographically.
22	Must be able to edit and save a geographic area for future notification.	X		Everbridge allows you to draw, edit and save a geographic area for notification. These areas can be utilized in the future and can be stored in a catalog of shape files.
23	Must be able to exclude individual address(es) from geographic notifications.	X		Everbridge allows an address or subset of addresses to be excluded from a specific notification.
24	Must allow delivery of location only based notifications.	X		Everbridge enables notifications to target contacts based on individuals, groups, rules, or the map. Each can be used in combination with each other or completely independently. This allows delivery based on location only.
25	Must be able to restrict user access to send messages based on jurisdictional areas.	X		Everbridge allows you to restrict user access on a number of criteria. This includes static groups or dynamic groups that are defined as part of the contact management and user roles definitions.
26	The notification system has to provide the means to deliver messages to all devices including: IPAWS, landline, wireless, e-mail, SMS/MMS, and alpha and numeric pagers.	X		Everbridge supports multiple delivery methods for every message that is sent. Everbridge uses a rotational methodology that will seek a confirmation from the individual by

					systematically working through the stored contact paths for each person.
27	Must utilize existing shape files for display and notification as well as accept uploads of new GIS files.	X			Everbridge allows shape files to be imported from standard ESRI (SHP/ZIP) or Google (KML) formats.
28	Residents, employees, and constituents must be able to register/add/edit up to five additional persons, such as parents, siblings, spouses, to their account.	X			Everbridge supports potentially an unlimited number of opt-in registrations through our member portal. Each citizen can register up to five addresses and as many contact paths as allowed by your settings.
29	Must not allow individuals to opt out of future emergency notifications.	X			Everbridge gives administrators full control of the notification system. If desired, it is possible in the member portal to prevent information from being removed.
30	Must allow individuals to opt out of non-emergency notifications.	X			Everbridge allows administrators to easily manage subscriptions, this can include the ability to give subscription preferences that include non-emergency notification types.
31	Notifications must include a programmable callback number that allows for up to ten (10) digits but will accept as few as three (3). (e.g., 911)	X		X	Everbridge allows customers to customize the ten digit caller ID that is sent for every notification. A three digit number such as 911 is not accepted for a number of reasons. One major one is that when a person misses a call as a matter of habit they will quickly call it back. This can put undue stress on your 911 operators and cause mass confusion in an already stressful time. Everbridge would be happy to share a decade of experience and best practices for messaging including caller ID and callback number strategy.
32	E-mail notifications shall be able to include attachments (drawings, maps, lists, etc.). Define any limitations and exceptions.	X			Everbridge allows up to five file attachments of 1MB each to be attached to a notification. There are no restrictions on the file type.

33	Must allow for the import and export of all message information in a common format. (CONTRACTOR to specify available formats.)	X		Everbridge allows you to use the API to populate message content if desired. Our API utilizes a RESTful JSON based protocol. Message information can be exported through our reporting functionality as a PDF, CSV file, or also through our API.
34	Must include 24/7/365 toll-free, immediate, CONTRACTOR operated technical support phone number for County and other users staffed by on-duty technician who can send messages on our behalf in both English and Spanish.	X		Everbridge has a staffed 24/7/365 toll free support center that is operated by employees. The support center is available to assist with sending notifications if the web interface is not accessible. We do have a linguistically diverse support team, and members have the capability of sending a message in any language supported by our system. It should always be noted that messages should be approved by a native speaker prior to sending the message to prevent confusion.
35	Easily accessible descriptions of data fields in notification entry screen.	X		Everbridge has built in help and support that describes each of the fields of a notification. Our system is designed and built in an intuitive way to ensure easy message creation and sending.
36	Must allow for daily uploads of population data.	X		Everbridge allows for uploads at any interval. This could be anything including weekly, daily, or hourly uploads. Additionally a full contact integration can ensure a live 1-to-1 match of data in your system and the Everbridge system.
37-50	Functional Requirements 37-50 are blank.			

This page intentionally left blank.


RFP Appendix B—Technical Specifications

#	TECHNICAL SPECIFICATIONS	Response			COMMENTS
		C	N	A	
	General Requirements				
1	Must provide a test environment and test plan.	X			Everbridge can provide a live test environment that can be populated with contact information within a test group. This live test system only differs in the contact database and is a true representation of the environment that administrators will access. Everbridge is willing to help develop a test plan that will ensure the county is prepared to go live.
2	Must do quarterly (or better) updates to GIS mapping.	X			Everbridge subscribes to cloud based mapping services from ESRI, Google and Bing. These systems are updated continuously as changes and additions are made to maps.
3	Must be CONTRACTOR hosted; SAS70 Software as a Service model is required.	X			Everbridge operates exclusively as a SaaS. Our application runs on SOC 2 Tier IV datacenters and has a plan for redundancy failover in the event of a disaster.
4	Must not require on-site hardware.	X			Everbridge requires no on-site hardware or software to be installed. Everything is maintained by Everbridge.
5	Must not require any integration with on-site software or hardware (excluding Web browser).	X			The Everbridge user interface only requires a web browser. There is no specialized software or hardware required to access the system.
6	Must be 100% IPAWS Functional – See Section 7.1 for additional detail.	X			Everbridge complies. Everbridge is certified as a gateway for IPAWS/CMAS. Authorized clients, such as government entities, will need to provide their COG ID (Common Operating Group ID), the Common Name (Logon Name), and the digital certificate provided by

		<p>FEMA within the settings of the Everbridge system. Once this information has been provided, clients are able to send notifications and include the Publish to IPAWS/CMAS as a deployment option – or simply target IPAWS/CMAS separate from any other target population.</p> <p>When sending to IPAWS/CMAS, additional fields are required (and specified) by FEMA to successfully launch the message. These fields include the Sender Agency Name (text), Event Name (dropdown), Message Status (dropdown) Message Type (dropdown), Message Category (dropdown), Urgency (dropdown), Severity (dropdown), Certainty (dropdown), Expiration Date (date field), Region Code (text), and the Message to the Public (text, max 90 characters). All fields and specifications are designated by FEMA. Once all elements have been provided and the message is sent, the Everbridge system sends a CAP-formatted message to the IPAWS/CMAS gateway on the client's behalf to notify the public within their outlined jurisdictional areas.</p> <p>Everbridge also provides a training mode for IPAWS/CMAS notifications, whereby clients may train their message initiators on the usage of the IPAWS/CMAS functionality</p>
--	--	--

				without actually sending a message to the IPAWS-CMAS gateway.
7	Must have CMAS capability independent of IPAWS as soon as technology is available in County's area.	X		See response 6.
8	Must be capable of storing contact information of 1 million individuals.	X		Everbridge complies. Customers such as the state of Connecticut and the City of Boston have over 1 million contacts.
9	Must be capable of processing simultaneous activations without call lists being placed into queue for later delivery.	X		Everbridge can send multiple notifications simultaneously to different audiences. The system will not require one broadcast to be completed before the other one begins. Both notifications will occur at the same time.
10	Must be able to send messages via TDD/TTY without the aid of a relay operator.	X		Everbridge fully supports TDD/TTY.
11	Must be able to set TDD/TTY as a global default.	X		TDD/TTY can be set as a default delivery method.
12	Must be provided through a service supported by back-up operations geographically separated and redundant architecture (alternate hosted facility).	X		Everbridge maintains an active-active infrastructure. The redundant infrastructure ensures that the system is available even in the event of a failure. The datacenters are in geographically diverse locations ensuring that a regionalized disaster will not prevent us from sending messages.
13	Must make data available to the County at all times.	X		All data stored in the Everbridge system is continuously available to the county.
14	Must allow County to be able to access and modify data at any time.	X		County administrators can log into the Everbridge system and manage data and settings at any time.
15	County must retain ownership of data; data must be returned to County upon termination of contract.	X		Everbridge will not hold your data hostage if you ever decide to terminate our contract. The county will have a set period to export the data, after this it will be

					purged from the system and overwritten or destroyed in line with our data destruction policies.
16	Must retain in progress work after a system timeout due to user inactivity or connection failure.	X			All data in the Everbridge system is stored on our datacenters. Logging out of a workstation or losing connection will not cause any saved work to be discarded.
17	Database must be searchable by any field (phone number, name, street, city, ZIP code, etc.)	X			Everbridge provides an advanced search capability that allows you to search any piece of data that is in the contact database.
18	CONTRACTOR must provide and host a sign-up page. Smartphone app for citizen signups is a desirable feature.	X			Everbridge maintains a member portal that allows for citizen signups. The page is fully accessible from smartphones through the web browser. Everbridge has a recipient application built to receive messages.
19	County must be able to query on any field/fields in the database.	X			Everbridge provides an advanced search capability that allows you to search any piece of data that is in the contact database.
20	Must have customizable fields in the database.	X			Everbridge allows for an unlimited number of custom fields in the database. These fields can contains items such as subscriptions, special needs, specialized skills, and response teams.
21	Must be capable of generating reports of who was contacted, and who was not contacted.	X			Everbridge has a rich advanced reporting feature that allows all fields in the member database and notification history to be used to generate a report. This includes the request of finding who confirmed or didn't confirm a notification.
22	Must be able to provide on-screen reports of all notifications.	X			Everbridge provides on screen reporting of notifications. All notifications can be examined in the user interface. Real-time information is collected in the interface, allowing you to monitor results and to



				send follow up information to the appropriate audience at the appropriate time.
23	Maps, databases, saved messages, and reports must remain saved and available on the application until contract is terminated.	X		Everbridge stores up to 18 months of data directly in the user interface. Reports can be exported at any time to contain all data regarding a notification.
24	Full system functionality shall be available to County during all testing and upgrades.	X		Since Everbridge maintains an active-active infrastructure, it is possible for us to perform system upgrades while the system remains online. We can achieve this by upgrading a single datacenter while another handles system load.
25	CONTRACTOR shall ensure that all data is retained, and if necessary, reloaded after any hardware or software upgrades.	X		Everbridge performs all system maintenance, handling the database, upgrades and migrations. This process is seamless and invisible to our customers.
26	Reports must be downloadable in Excel or other common format.	X		Everbridge allows reports to be exported in CSV, Excel, PDF and JSON formats.
27	Reports must be searchable by date range and/or specifics: last 30 days, 7 days, etc.	X		Everbridge provides a near infinite number of filters that can return only the information desired. This can be a date range, type of message, specific content, etc.
28	Reports must be searchable by user (who sent the message) or location of the message.	X		This is a field that can be utilized in the custom reporting within the Everbridge system.
29	Reports must include: Success percentage and the actual number (and define what makes it a "success") as well as failures by percentage and actual number (define failure: network error, busy signal? Etc.). Include the number or count of each type of service: landline, cellular, text, etc.	X		Everbridge provides all this information in addition to the number of each type of contact and their response path. Everbridge considers a "success" as a confirmation of receipt. This is more than reaching a number or an answer machine. A confirmation requires an actual action by the recipient. This will be a response via email or SMS, or a key press

				on a phone call. This ensures we have reached an actual contact, and not just placed a successful message.
30	Reports must include: start and stop time, type of message or subject of message, size of the message, success of each service type, who initiated the message.	X		Everbridge includes all this in our reporting functionality. This is just the beginning as we can reference any field in the member database or notification history. Everbridge has a dynamic fully featured reporting engine that ensures you can document your history.
31	Must be able to download report into file of last (specific number of) activations with basic information in a readable format (Excel, Access). Executive Summary reports as well as detailed report levels.	X		Everbridge Mass Notification is capable of tracking message delivery and acknowledgment of receipt. All reporting information is available in real time, as it is collected from the target recipients. Reports are available in HTML, PDF, and CSV formats.
32	Must be able to generate reports by activations by user, location, and/or date.	X		Everbridge provides several levels of real-time reporting. First, our Dashboard provides high level graphical reporting for both in progress and historical notifications. Second, after launching any notification, the Active Notification/Notification History tab is displayed which provides additional graphical high level reporting details for any notification campaign launched. These reports can be investigated further to determine all notification options configured, summary status information (confirmation by status and path) and full delivery details. This information is exportable in CSV and PDF formats. Finally, our Ad-Hoc Reporting provides custom

				reporting whereby clients have the ability to define the reports as they see fit. This includes the selection of data fields to include, filtering options, export options (HTML, CSV, PDF), and the ability to save reports for later use.
33	CONTRACTOR reports must include at a minimum: answer, answering machine, busy, ring, no answer, operator intercept, fax, defined Telco network error, etc.	X		Reports can be customized to determine all notification options configured, summary status information (confirmation by status and path) and full delivery details.
34	Can query the database on any field, or any combination of fields, in the database to create lists.	X		Ad-Hoc Reporting provides custom reporting whereby clients have the ability to define the reports as they see fit. This includes the selection of data fields to include, filtering options, export options (HTML, CSV, PDF), and the ability to save reports for later use.
35	Must be able to throttle messages to at variable rates. Please describe.	X		To help ensure notifications are received by the target recipients, Everbridge designed a truly rotational contact methodology which leverages multiple contact delivery paths such as telephone calls, native SMS, IM, and e-mail (and many more). This provides a natural call throttling ability. The system will rotate through each target recipient's devices, individually, and seek confirmation. Once confirmation is received, it is registered with the Everbridge system and no further notifications are deployed to that contact. However, if the contact does not confirm, the Everbridge system rotates to the next available device for the target recipient and attempts to contact them



			<p>again, seeking confirmation. This process continues until the contact confirms or until the broadcast duration and/or contact cycles have expired.</p> <p>The rotational contact methodology further allows the Everbridge system to automatically handle the “last mile” issues by simply side-stepping any congested or non-available network(s) and attempting to contact the target recipient on their next available device (potentially on a different network or using a different technology entirely). In addition, this system of rotating through multiple contact paths provides an inherent throttling capability that not only increases reliability of communication streams but also reduces overall congestion on various carrier networks.</p> <p>Finally, for those clients who understand limitations in their internal voice infrastructure (such as a limited number of phone lines available in an office space with a large amount of people), Everbridge offers client definable broadcast throttling capabilities. This allows clients to fully define an unlimited number of global dialing string, and when Everbridge places any calls to these “dialing patterns”, the volume of calls simultaneously placed will be throttled based on the client’s defined maximum. If a telephone number dialed does not meet the defined</p>
--	--	--	---



				<p>throttling pattern, a default throttling volume can be used as a “fall back” - or throttling may be skipped altogether.</p> <p>This blend of rotational delivery and our global throttling flexibility provides our clients with high degrees of flexibility when handling diverse notification target environments and this functionality is not available in any other product on the marketplace.</p>
36	Data of any kind (maps, campaigns, citizen data, reports, saved messages, etc.) must never expire or be removed from the system for any reason by CONTRACTOR without explicit instruction by County until termination of Contract.	X		<p>Maps, citizen data, reports and notification templates do not expire and will not be removed from the system without County Administrator interaction. Notification history is maintained in the system for 18 months.</p>
37-46	Technical Specifications 37-46 are blank.			

This page intentionally left blank.

RFP Appendix C—Security Requirements

#	SECURITY REQUIREMENTS	Response			COMMENTS
		C	N	A	
1	Data must be hosted offsite on secure SSL v3 or higher servers.	X			<p>The SOC Type-II datacenters utilized by Everbridge for the ACT-SaaS production environment provide reliable, secure, and scalable services. Security controls include:</p> <ul style="list-style-type: none"> • On-site security personnel 24/7/365 • Indoor and outdoor video surveillance • Automated alarm systems • Employee access controls • Biometric scanners • Security escorts to and from cage or rack • Physical bag search (e.g. purses, etc.) • Laptop computer restrictions and registration • Property passes for removing or introducing hardware
2	Denote the location where the data will be stored and if it will be replicated elsewhere.	X			<p>Everbridge uses top-tier Century Link CyberCenters that are located in Burbank, CA and Denver, CO. The data centers are maintained in an Active-Active configuration which means that data is continuously replicated between the two, maintaining our multiple data centers in sync with one another.</p>
3	Encrypted username/password with firewall protection. Multifactor authentication recommended for County Administrators.	X			<p>Everbridge requires a 256-bit HTTPS connection to access the platform. All connections are authenticated with a valid username and password.</p>
4	Server must use logging.	X			<p>Everbridge enables active monitoring, intrusion detection, and logging of all events, on all components,</p>

				<p>within all tiers of the ACT-SaaS infrastructure. The monitoring tools consist of both network based IDS devices scanning all network traffic, and host-based probes that are designed to detect any activity outside of normal application traffic and performance. If a monitor detects any unusual or suspicious activity, the monitoring tool generates an automated alert that is immediately investigated by our on-call support team. We do not share additional internal system performance information/metrics or client deployment information with any outside party to maintain confidentiality.</p>
5	Denote who will have access to the data.	X		<p>Everbridge employees with backend data system access are granted only the access that they need for a specific purpose. Users are always given the least access that is needed for a specific task. Operating system accounts and platform accounts require changes every 90 days.</p> <p>Account administrators will control who is given access to the system. In some cases this may include Everbridge employees with training or set up roles in the system. These employees may be implementation specialists, trainers, and account managers. County Administrators will control all other Users and their permissions.</p>
6	Product shall support HTTPS.	X		<p>Everbridge requires a 256-bit HTTPS connection to access the platform.</p>

7	List controls in place to ensure the safety of stored data. Monitoring by CONTRACTOR for unauthorized activity and timely notification of potential data security breaches; regular security reviews and vulnerability assessments as part of Service Agreement.	X		Everbridge constantly reviews all aspects of the ACT-SaaS infrastructure to ensure that the system monitoring, intrusion detection, and audit logging capabilities are meeting the current security challenges in the marketplace. Should the on-call support team become aware of a breach or issue on the internal Corporate or SaaS network, Everbridge is able to quickly disable any part or the entire infrastructure.
8	Ensure backup of data is not comingled with other customers' data.	X		Everbridge contracts with industry leader Iron Mountain for off-site backups. Prior to transport all client data is encrypted and stored on barcoded media. The media is transported by bonded carriers in locked containers. The media is offloaded inside Iron Mountain's secure warehouse for storage.

This page intentionally left blank.