

ATTACHMENT 2

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

Contract Number: D0003

RFQ#: RFQ-DEM-18-19-021

CONTRACT

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

1. PURPOSE OF THE AGREEMENT

- A. The purpose of this Agreement is to provide products and/or services as described in the Scope of Work attached hereto as Exhibit "A" and made part hereof.
- B. No work shall commence until both parties have signed the Agreement.
- C. Order of Precedence. In the event of a conflict in terms between any of the components of this Agreement, the order of precedence for resolving such conflict shall be as follows (1) being the highest):
 - 1) The express terms of this Agreement, minus Exhibits;
 - 2) State of Florida PUR 1000 General Contract Conditions;
 - 3) Exhibit 1 – "Implementation of Scope of Work"
 - 4) Exhibit A - "Scope of Work";
 - 5) Exhibit B - "Price Sheet";
 - 6) Exhibit C- "Everbridge, Inc., GSA Approved End User License Agreement";
 - 7) Addenda, in reverse order of issuance.

2. TERM

- A. The term shall begin upon execution of the Agreement by both parties and, unless terminated earlier in accordance with the provisions of section 8 of this Agreement, shall end on June 30th, 2024.
- B. If the parties relied upon a State Term Contract in order to enter into this Agreement, then: (1) any renewal or extension shall not exceed the expiration of the underlying State Term Contract by more than twelve (12) months; and, (2) no renewal or extension shall occur if the underlying State Term Contract expires prior to the effective date of any renewal or extension.

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

3. PERFORMANCE

- A. Time is of the essence with regard to each and every obligation of the Contractor. Each such obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.
- B. The Contractor shall immediately notify the Division in writing if its ability to perform is compromised in any manner during the term of this Agreement.
- C. The Contractor agrees to perform all tasks and provide deliverables as set forth in the Scope of Work and all contractual documents attached to this Agreement. The Division shall be entitled at all times to be advised, at its request, as to the status of work being done by the Contractor and of the details thereof. Coordination shall be maintained by the Contractor with representatives of the Division, or of other agencies interested in the project on behalf of the Division.
- D. Subject to Financial Consequences Triggers in Implementation of Scope of Work (Exhibit 1), if the Division determines that the performance of the Contractor is unsatisfactory, the Division will notify the Contractor of the deficiency to be corrected, which correction shall be made within a time-frame specified by the Division. The Contractor shall, within the time specified in the contractual documents after notice from the Division, provide the Division with a corrective action plan describing how the Contractor will address all issues of contract non-performance, unacceptable performance, and failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Division, the Contractor will be assessed a non-performance retainage equivalent to 10% of the total invoice amount or as specified in the contractual documents. The retainage will be applied to the invoice for the then-current billing period. The retainage will be withheld until the Contractor resolves the deficiency. If the deficiency is subsequently resolved, the Contractor may bill the Division for the retained amount during the next billing period. If the Contractor is unable to resolve the deficiency, the funds retained may be forfeited at the end of the agreement period.
- E. The Division reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of the Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

- F. Unless otherwise prohibited by law, the Division may require the Contractor to furnish, without additional cost to the Division, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Division shall determine the type and amount of security. Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules catalogs descriptive brochures, etc.
- G. If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, then the Contractor shall immediately notify the Division in writing, indicating the specific restriction. The Division reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Division.
- H. Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers; additionally, no extra charges shall be applied for boxing, crating, packing, or insurance. All containers and packaging shall become and remain the Division's property. All purchases are F.O.B. destination, transportation charges prepaid. A complete packing list must accompany each shipment. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. The Division assumes no liability for merchandise shipped to other than the specified destination. Items received in excess of quantities specified may, at the Division's option, be returned at the Contractor's expense. Substitutions are not permitted. The Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.
- I. Matters of inspection and acceptance are addressed in section 215.422, Florida Statutes. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Division shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and, provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When the Division rejects a product, the Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Division shall have the right to dispose of it as its own property. The Contractor shall reimburse the Division for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

- J. Where installation is required, the Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated in this Agreement. The Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. The Contractor shall protect the site from damage and shall repair damages or injury caused during installation by the Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. The Contractor shall perform installation work so as to cause the least inconvenience and interference with the Division and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

4. COMPENSATION AND PAYMENT

- A. The total funding amount of this Agreement for the purchase of commodities or the performance of services as described in Exhibit "A" of this agreement is shown in **Exhibit" B"**.
- B. As required by section 287.0582, Florida Statutes, if this Agreement binds the Division for the purchase of services or tangible personal property for a period in excess of one fiscal year, "The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature."
- C. The parties acknowledge that Agency payments required pursuant to the terms of this Agreement are subject to and contingent upon the review and approval of the Chief Financial Officer pursuant to his authority as set forth in Article IV, Section 4 of the Florida Constitution ("The chief financial officer shall serve as the chief fiscal officer of the state, and shall settle and approve accounts against the state, and shall keep all state funds and securities.") as well as section 17.03, Florida Statutes ("The Chief Financial Officer of this state, using generally accepted auditing procedures for testing or sampling, shall examine, audit, and settle all accounts, claims, and demands, whatsoever, against the state, arising under any law or resolution of the Legislature, and issue a warrant directing the payment out of the State Treasury of such amount as he or she allows thereon.").
- D. Travel expenses are not reimbursable unless specifically authorized in writing, and shall be reimbursed only in accordance with section 112.061, Florida Statutes.
- E. The Contractor will be paid upon submission of properly certified invoice(s) to the Division after delivery and acceptance of commodities or services is confirmed in

writing by the Division. Invoices shall contain detail sufficient for a proper pre-audit and post audit thereof and shall contain any Purchase Order and the Vendor's Federal Employer Identification Number or Social Security Number.

- F. No payment requirements shall start until a properly completed invoice is provided to the Division, inspected and approved. Invoices that must be returned to the Contractor due to preparation errors will result in a delay in payment.
- G. The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages.
- H. The Contractors providing goods and services to the Division should be aware of the following time frames:
 - 1) Pursuant to section 215.422(1), Florida Statutes, an invoice submitted to the Division shall be recorded in the financial systems of the State, approved for payment by the Division, and filed with the Chief Financial Officer not later than 20 days after receipt of the invoice and receipt, inspection, and approval of the goods or services, except that in the case of a bona fide dispute the invoice recorded in the financial systems of the State shall contain a statement of the dispute and authorize payment only in the amount not disputed.
 - 2) Unless the procurement solicitation or this Agreement states otherwise, the Division has five (5) working days to inspect and approve commodities and services. Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at the Contractor's expense. Any resulting increase in cost will be charged against the Contractor.
 - 3) Pursuant to section 215.422(3)(b), Florida Statutes, the Division shall issue payment to the Contractor within forty (40) days after the invoice has been accepted. Failure to issue the warrant within forty (40) days may result in the Division paying interest at the rate established under subsection 55.03(1), Florida Statutes.
- I. Transaction Fee. The State of Florida, through the Department of Management Services (DMS), has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to subsection 287.057 (22), Florida Statutes, all payments shall be assessed a transaction fee of one percent (1%), which the Contractors shall pay to the State. On-line filing is available at <http://dms.myflorida.com/mfmp>. For payments within the State accounting system (FLAIR or its successor), the transaction fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall self-report and pay the transaction fee pursuant to rule 60A-1.031 (2), Florida

Administrative Code. By submission of these reports and corresponding payments, the Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee. The Contractor shall receive a credit for any transaction fee paid by the Contractor for the purpose of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a transaction fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of this Agreement. Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering procurement costs from the Contractor in addition to all outstanding fees. A CONTRACTOR'S DELINQUENCY IN PAYING TRANSACTION FEES MAY RESULT IN BEING EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.

- J. The Contractor shall report and pay the transaction fee on a quarterly calendar basis using the Department of Management Service's Form PUR 3776, which is incorporated by reference. Any misrepresentation shall be punishable under law, including but not limited to: Chapter 817, Florida Statutes.
- K. The Contractor may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Division is responsible for all payments under the Agreement. The Division's failure to pay, or delay in payment, shall not constitute a breach of the Agreement and shall not relieve the Contractor of its obligations to the Division.
- L. A Vendor Ombudsman, whose duties include acting as an advocate for Vendors who may be experiencing problems in obtaining timely payment(s) from an Agency may be contacted at 850-413-5516 or by calling the State Comptroller's Hotline, 1-800- 848-3792.
- M. The Division, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Division shall require a statement from the Chief Financial Officer of the Division that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executed only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years.
- N. All refunds or repayments due to the Division under this Agreement shall be made payable to the order of the "Division of Emergency Management" and mailed

directly to the attention of: **Cashier, Division Finance, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399**. The Contractor shall also notify the Division Program Manager (identified in section 13. A.) that it has issued a refund to the Division.

5. INDEMNITY AND PAYMENT FOR CLAIMS

- A. INDEMNITY. Subject to Section 8.2 of the Everbridge, Inc., GSA Approved End User License Agreement (Exhibit C), the Contractor shall be fully liable for the actions of its agents, employees, partners, assignees, or subcontractors and shall fully indemnify, defend, and hold harmless the State and the Division, and their officers, agents, and employees, from suits, actions, damages, and costs, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Contractor, its agents, employees, partners, or subcontractors; provided, however, the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Division.

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

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

Any Contractor which is a State agency or subdivision, as defined in section 768.28, Florida Statutes, agrees to be fully responsible for its negligent or tortuous acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth

in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Contractor to which sovereign immunity applies.

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

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

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

- C. **PAYMENT OF CLAIMS.** The Contractor guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Contractor or any subcontractor, in connection with the Agreement.
- D. **LIABILITY INSURANCE.** The Contractor shall carry and keep in force during the term of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$150,000.00 per person and \$300,000.00 each occurrence, and property damage insurance of at least \$150,000.00 each occurrence, for the services to be rendered in accordance with this Agreement.

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

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

6. COMPLIANCE WITH LAWS:

- A. The laws of the State of Florida shall govern this Agreement. The Division and the Contractor submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to this Agreement. Further, the Contractor hereby waives any and all privileges and rights relating to venue it may have under Chapter 47, Florida Statutes, and any and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. The Contractor hereby submits to venue in the county chosen by the Division, to wit: Leon County, Florida.
- B. The Contractor must be registered with the Florida Department of State, Division of Corporations. Online-filing is available at: <http://www.sunbiz.org>.
- C. If this Agreement involves a contract for services, and if the Contractor is acting on behalf of the Division, then the Contractor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement. In accordance with section 119.0701(2), Florida Statutes, the contractor must:
1. Keep and maintain public records required by the public agency to perform the service.
 2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
 4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

- D. As required by section 119.0701(2)(a), Florida Statutes, the Division includes the following statement in at least 14-point boldfaced type:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: FLORIDA DIVISION OF EMERGENCY MANAGEMENT, 2555 Shumard Oak Blvd., Tallahassee, FL 32399, (850) [815-4156](tel:850-4156), Records@em.myflorida.com.

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

- I. All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

- J. If regulated by the Florida Department of Business and Professional Regulation, the Contractor and its employees shall be bound by the standard of conduct provided in applicable Florida Statutes and applicable rules of the Board of Business and Professional Regulation as they relate to work performed under this Agreement. The Contractor further covenants and agrees that when a former State employee is employed by the Contractor, the Contractor will require strict adherence by a former State employee to section(s) 112.313 and 112.3185, Florida Statutes, as a condition of employment for said former State employee. These statutes will by reference be made a part of this Agreement as though set forth in full. The Contractor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter for the work performed under this Agreement.

- K. A person or affiliate who has been placed on the convicted Contractor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals or replies on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months following the date of being placed on the convicted Contractor list.

- L. An entity or affiliate who has been placed on the discriminatory Vendor list may not submit a bid, proposal or reply on a contract to provide any goods or service to a public entity, may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals or replies on leases of real property to a public entity, may not be awarded or perform work as a Vendor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

- M. The Division shall verify the Contractor and any subcontractor's against the Federal Excluded Parties List System to ensure the Contractor or subcontractor is not disbarred or excluded from receiving Federal contracts.
- N. The Contractor shall E-Verify the employment status of all employees and subcontractors to the extent permitted by federal law and regulation. The Division shall consider the employment by any Contractor of unauthorized aliens a violation of section 274A (e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. Furthermore, the Contractor agrees to utilize the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new employees hired during the term of this Agreement for the services specified in this Agreement. The Contractor shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement.
- O. Pursuant to section 216.347, Florida Statutes, the Contractor shall not expend any State funds for the purpose of lobbying the State Legislature, the Judiciary, or an Agency.
- P. In accordance with section 20.055(5), Florida Statutes, the Contractor shall cooperate fully with the Inspector General in any investigation, audit, inspection, review, or hearing conducted pursuant to the Inspector General's statutory authority. Additionally, upon request of the Inspector General or any other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. The Contractor shall retain such records for the longer of: (1) three years after the expiration of the Purchase Order; or, (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/r/ecords-management/general-records-schedules/>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

- Q. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

7. COPYRIGHT, PATENT AND TRADEMARK

- A. All plans, specifications, computer files, and reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived from them, which are newly developed by Contractor for the Division and which are deemed "public records" under applicable Florida law, shall be the exclusive property of the Division without restriction or limitation on their use and shall be made available, upon request, to the Division at any time during the performance of such services and/or upon completion or termination of this Agreement.
- B. The Contractor shall not copyright any material and products or patent any invention developed under this Agreement. Any and all patent rights and any and all copyright accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. If the Contractor brings to the performance of this Agreement a pre-existing patent or copyright, the Contractor shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.
- C. If any discovery or invention arises or is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with this Agreement, which is newly developed by Contractor for the Division and which is deemed a "public record" under applicable Florida law, the Contractor shall refer the discovery or invention to the Division for a determination whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Contractor shall notify the Division. Any and all copyrights accruing under or in connection with the performance under this Agreement are transferred by the Contractor to the State of Florida.
- D. Within thirty days (30) of execution of this Agreement, the Contractor shall disclose all intellectual properties relevant to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Contractor shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under subsection C, have the right to all patents and copyrights which occur

during performance of the Agreement. As provided in Section 6.3 of the Everbridge, Inc., GSA Approved End User License Agreement (Exhibit C), the Division acknowledges that the products and/or services described in the Scope of Work attached hereto as Exhibit "A" and all intellectual property rights therein are the property of the Contractor.

8. SUSPENSION OF WORK AND TERMINATION OF THE AGREEMENT

- A. **SUSPENSION.** The Division may in its sole discretion suspend any or all activities under this Agreement, at any time, when in the best interests of the State to do so. The Division shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to: budgetary constraints; declaration of emergency; or, other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety (90) days, or any longer period agreed to by the Contractor the Division shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or, (2) terminate the Agreement. Suspension of work shall not entitle the Contractor to any additional compensation.
- B. **TERMINATION FOR CONVENIENCE.** This Agreement may be terminated by the Division in whole or in part at any time in the best interest of the Division upon written notice to the Contractor. The Contractor shall not furnish any product after it receives the notice of termination (whether for convenience or for cause), except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits. If the Division terminates this Agreement for convenience, then the Division shall not be entitled to any pro-rata refund for monies previously paid to the Contractor.
- C. **TERMINATION FOR CAUSE.** The Division may terminate the Agreement if the Contractor fails to: (1) deliver the product within the time specified in the Agreement or any extension; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; (4) timely cure a default; or, (5) abide by any statutory, regulatory, or licensing requirement (Rule 60A-1.006 (3), F.A.C., governs the procedure and consequences of default, except that the parties agree that any notices provided by the Division under clause (a) of such Rule shall give the Contractor at least forty five (45) days to correct any default). The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Agreement arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable,

the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Division. The rights and remedies of the Division in this clause are in addition to any other rights and remedies provided by law or under the Contract.

9. REMEDIES

- A. Any dispute concerning performance of this Agreement shall be decided by the Division's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty-one (21) days from the date of receipt, the Contractor files with the Division a petition for administrative hearing. The Division's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.
- B. In the event the Contractor fails to satisfactorily perform or has failed to adhere to the terms and conditions under this Agreement, the Division shall, upon forty-five (45) calendar days written notice to the Contractor and upon the Contractor's failure to cure within those forty-five (45) calendar days, exercise any one or more of the following remedies, either concurrently or consecutively:
- 1) Withhold or suspend payment of all or any part of a request for payment.
 - 2) Require that the Contractor refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
 - 3) Exercise any corrective or remedial actions, to include but not be limited to:
 - a) Requesting additional information from the Contractor to determine the reasons for or the extent of non-compliance or lack of performance;
 - b) Issuing a written warning to advise that more serious measures may be taken if the situation is not corrected;
 - c) Advising the Contractor to suspend, discontinue or refrain from incurring costs for any activities in question; or,
 - d) Requiring the Contractor to reimburse the Division for the amount of costs incurred for any items determined to be ineligible.
- C. Pursuing any of the above remedies will not keep the Division from pursuing any other rights or remedies which may be otherwise available under law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict

performance by the Contractor, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Contractor.

- D. The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the Contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with this Agreement.

E. The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Division in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING SHALL CONSTITUTE THE CONTRACTORS SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Division. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to the Division, in which case the Division may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to the Division with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

10. EMPLOYEES, ASSIGNMENT, AND SUBCONTRACTS

- A. INDEPENDENT CONTRACTOR. The Contractor and its employees, agents, representatives, assignees, and subcontractors are not employees or agents of the Division and are not entitled to the benefits of State of Florida employees. The Division

shall not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, assignees, or subcontractors. The Contractor agrees to include this provision in all of its subcontracts under this Agreement.

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

C. CONVICTED AND DISCRIMINATORY VENDORS. In accordance with sections 287.133 and 287.134, Florida Statutes, an entity or affiliate who is on the Convicted Vendor List or the Discriminatory Vendor List may not perform work as a contractor, supplier, sub-contractor, or consultant under this Agreement.

D. WARRANTY TO PERFORM. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted or discriminatory vendor lists, or on any similar list maintained by any other state or the federal government.

E. ASSIGNMENT. The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under this Agreement without the prior written consent of the Division,

provided that no such consent shall be required in the event of an assignment to an affiliate or to a successor-in-interest to the business of the Contractor resulting from a merger, reorganization, or sale of all or substantially all assets. The Division may assign this Agreement with prior written notice to Contractor.

- F. SUBCONTRACTS. The Vendor shall not subcontract any work under this Purchase Order without the prior written consent of the Agency. The Vendor is fully responsible for satisfactory completion of all subcontracted work.

11. MODIFICATION OF CONTRACT

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

12. MONITORING

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

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

subcontractors considered necessary by the Division for a proper audit of project costs.

13. NOTICE AND CONTACT

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

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

B. The Division's Contract Manager is Andrew Sussman

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

For DIVISION (Contract Manager)	For CONTRACTOR
Andrew Sussman	Elliot Mark
2555 Shumard Oak Boulevard	25 Corporate Drive, 4 th Floor
Tallahassee, Florida 32399	Burlington, MA 01803
Tele: (850) 815-4110	Tele: (781)-859-4094
Email: Andrew.Sussman@emmvflorida.com	Email: <u>Elliot.Mark@everbridge.com</u>

14. MISCELLANEOUS

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

B. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Division at all times during the period of this Agreement and for five (5) years after completion of the work pursuant to this Agreement. Copies of these documents and records shall be furnished to the Division, its agents, employees or designee, including agents of other State agencies or the

Federal government upon request. Records of costs incurred shall include the Contractor's general accounting records and the project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Division for a proper audit of project costs.

- C. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.
- D. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- E. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.
- F. Should a court determine any provision of this Agreement is invalid, the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the provision held to be invalid.
- G. If this Agreement is the result of a formal solicitation (Invitation to Bid, Request for Proposal or Invitation to Negotiate), the Department of Management Services Form(s) PUR1000 and PUR1001, included in the solicitation, are incorporated herein by reference and made part of the Agreement.

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

- H. The Division may require the Contractor and its employees, agents, representatives and subcontractors to provide fingerprints and be subject to such background screen as determined by the Agency and conducted by the Florida Department of Law Enforcement or the Federal Bureau of Investigation. The cost of the background screen(s) shall be borne by the Contractor. The Division may require the Contractor to exclude the Contractor's employees, agents, representatives or subcontractors based on the background screening results.
- I. The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

- J. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Division purchases are independent of the agreement between Division and the Contractor, and the Division shall not be a party to any transaction between the Contractor and any other purchaser.

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

Memoranda of understanding entered into by the Division and other agencies or governmental entities pursuant to Contract Number 16-PG-F4-13-00-22-379 are hereby recognized under this Agreement. The Contractor agrees to continue to provide commodities or services to those entities consistent with the terms and conditions contained within this Agreement. The Contractor agrees to recognize future memoranda of understanding between the Division and other agencies or governmental entities, as long as any such agencies or entities have emergency public alerting authority and use the Division's Alert Florida portal to notify citizens of emergency situations that affects their community. Such state agencies and other entities are not authorized to use the Alert Florida portal for internal employee notifications. Any permitted memoranda of understanding will survive the expiration of this Agreement, provided the Division and Contractor enter into a subsequent Agreement upon its expiration.

- K. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The Division may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of this Agreement. The Division may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Division may solicit separate bids to satisfy them.
- L. The following exhibits are incorporated and made a part of this Agreement. In case of discrepancy in any of the provisions of these exhibits with this Agreement, the provisions of this Agreement shall govern. In case of discrepancy among the exhibits, the exhibits are listed in governing order as follows:
- Exhibit 1 – Implementation of Scope of Work

- Exhibit A - Scope of Work
- Exhibit B - Exhibit B Price Sheet
- Exhibit C - Everbridge, Inc., GSA Approved End User License Agreement

M. Provide services in the Scope of Work (Exhibit A) to entities that may acquire services through Memoranda of Agreement executed under Section 14.J. of this Agreement or a successor Agreement. In addition, continue to provide services in this Scope of Work to entities that acquired services through Memoranda of Agreement executed under contract number DEM-16-PG-E4-13-00-22-379.

15. CONTRACT TERMS REQUIRED BY FEDERAL LAW.

A. Equal Employment Opportunity. During the performance of this contract, the contractor agrees as follows:

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representatives of the contractor's commitments under section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- 5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

B. Copeland "Anti-Kickback" Act

- 1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- 2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

- 3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.
- C. Contract Work Hours and Safety Standards. In accordance with 40 U.S.C. 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.
- D. Clean Air Act and the Federal Water Pollution Control Act. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).
- E. Suspension and Debarment.
- 1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - 2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - 3) This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - 4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid

and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

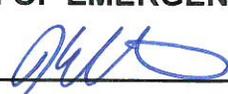
- F. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization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

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

CONTRACTOR

DIVISION OF EMERGENCY MANAGEMENT

By: 

By:  6/26/19

(Authorized Signature) (Date)

(Authorized Signature) (Date)

Jaime Ellertson

Kevin Guthrie

(Print/Type Name)

(Print/Type Name)

Title: Chairman and Chief Executive Officer

Title: Deputy Director / SERT CHF.

Federal Tax ID# 26-2919312 _ _ _ _

State of Florida
PUR 1000
General Contract Conditions

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1. Definitions. The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

- (a) “Contract” means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.
- (b) “Customer” means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The “Customer” may also be the “Buyer” as defined in the PUR 1001 if it meets the definition of both terms.
- (c) “Product” means any deliverable under the Contract, which may include commodities, services, technology or software.
- (d) “Purchase order” means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).

2. Purchase Orders. In contracts where commodities or services are ordered by the Customer via purchase order, Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor’s order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.

3. Product Version. Purchase orders shall be deemed to reference a manufacturer’s most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

- 4. Price Changes Applicable only to Term Contracts.** If this is a term contract for commodities or services, the following provisions apply.
- (a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.
 - (b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.
 - (c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.
 - (d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.
 - (e) Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.
- 5. Additional Quantities.** For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.
- 6. Packaging.** Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted

commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

- 7. Inspection at Contractor's Site.** The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.
- 8. Safety Standards.** All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.
- 9. Americans with Disabilities Act.** Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.
- 10. Literature.** Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.
- 11. Transportation and Delivery.** Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.
- 12. Installation.** Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor

shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

13. Risk of Loss. Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

14. Transaction Fee. The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering procurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.**

15. Invoicing and Payment. Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The State may require any

other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

16. Taxes. The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer in the special contract conditions section of the solicitation or in the Contract or purchase order.

17. Governmental Restrictions. If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

18. Lobbying and Integrity. Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the

Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

19. Indemnification. The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.

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

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

20. Limitation of Liability. For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the

Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

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

- 21. Suspension of Work.** The Customer may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.
- 22. Termination for Convenience.** The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.
- 23. Termination for Cause.** The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that

the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

- 24. Force Majeure, Notice of Delay, and No Damages for Delay.** The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.
- 25. Changes.** The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.
- 26. Renewal.** Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the

solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

27. Purchase Order Duration. Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency contract's term shall be considered void.

Purchase orders for a one-time delivery of commodities or performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the single delivery/performance, and shall survive the termination of the Contract.

Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term or agency contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of the contractor's notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn.

The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the state term or agency contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals.

Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the recurring delivery/performance as provided herein, and shall survive the termination of the Contract.

Ordering offices shall not renew a purchase order issued pursuant to a state term or agency contract if the underlying contract expires prior to the effective date of the renewal.

28. Advertising. Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise

linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

29. Assignment. The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.

30. Antitrust Assignment. The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

31. Dispute Resolution. Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

32. Employees, Subcontractors, and Agents. All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject

and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

- 33. Security and Confidentiality.** The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.
- 34. Contractor Employees, Subcontractors, and Other Agents.** The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.
- 35. Insurance Requirements.** During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.
- 36. Warranty of Authority.** Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.
- 37. Warranty of Ability to Perform.** The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.
- 38. Notices.** All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency

designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

39. Leases and Installment Purchases. Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.

41. Products Available from the Blind or Other Handicapped. Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

42. Modification of Terms. The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

43. Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.

State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

44. Waiver. The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

45. Annual Appropriations. The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

46. Execution in Counterparts. The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

47. Severability. If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

Exhibit “1”
Implementation of Scope of Work
Florida Statewide Emergency Alert and Notification System

Statement of Purpose / Need

Florida Statutes Section 252.35(2)(a)6 requires The Florida Division of Emergency Management (FDEM) to “establish a system of communications and warning to ensure that the state’s population and emergency management agencies are warned of developing emergency situations and can communicate emergency response decisions.”

FDEM has procured a vendor-hosted, “mass notification” system that will provide statewide alerts for imminent or sudden hazards through the use of: Voice telephone calls; Text messages; Emails; Social media; Push Notification; and, Telecommunications Device for the Deaf/Teletypewriter (“TDD/TTY”). The system must integrate with the following alert systems: The Emergency Alert System (“EAS”)¹; and, The Integrated Public Alert and Warning System (“IPAWS”)². The system must be able to be triggered by and send out in Common Alerting Protocol (CAP) Format. Additionally, the Everbridge system includes the capability to automatically disseminate weather warnings issued by the National Weather Service (“NWS”). Leveraging the Everbridge incident communications and scenarios module, jurisdictions can also communicate in multiple languages. The Everbridge system will be made available for FDEM, other state agencies with a public alerting responsibility for public warning through the Alert Florida portal (but only for emergency public alerting and not for internal employee usage for state agencies other than FDEM), Florida College System Institutions and State Universities as defined in 1000.21 Florida Statutes, and Political Subdivisions as defined in Florida Statutes Section 1.01 with a public alerting responsibility.

Under the authority of the General Services Administration (GSA) Disaster Purchasing Program. The products and services purchased will be used in preparation or response to disasters or recovery from major disaster declared by the President, or recovery from terrorism or nuclear, biological, chemical, or radiological attack.

The Contract Manager for the Division will be

Andrew Sussman
Information and Technology Management
Florida Division of Emergency Management
850-815-4110
Andrew.Sussman@em.myflorida.com

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

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

Background

FDEM already has systems in place to communicate emergency response decisions to other state agencies and to the political subdivisions of this State. As of 2016, FDEM and all counties possess a comprehensive, interoperable communication system that can alert the State's population (both permanent and transient) to the threat posed by an imminent or sudden emergency. The contract for FDEM, and participating political subdivisions under this system, will expire June 30, 2019.

All political subdivisions within the State possess emergency notification and alert systems, provided through the State's current contract or through an alternative system funded locally.

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

When combined, these gaps create a significant communication problem that requires a comprehensive solution. Through this Agreement FDEM seeks to continue to maintain and enhance a baseline that has been created by procuring an emergency notification and alert system that can span across the funding, coverage, interoperability, capacity, as well as the socioeconomic and cultural divides that previously inhibited FDEM's ability to warn the State's entire population (both permanent and transient) about imminent and sudden emergencies.

Scope of Work

The Vendor shall host and maintain an emergency alert and notification system that continues to meet requirements outlined in the Task Section of the Scope of Work during the contract period. The Vendor will make the system available to FDEM, other

State Agencies through this Agreement, Florida College System Institutions and State Universities as defined in Florida Statutes Section 1000.21, and Political Subdivisions as defined in Florida Statutes Section 1.01 with a public alerting responsibility. FDEM will maintain account control over the system and all other entities listed above will serve as administrators of the system and primary originators of messages.

Timeframe for bringing entities online:

Entities will be brought online in accordance with a project management plan to include onboarding and onsite training for new entities. 63 out of 67 counties are currently operational. The Everbridge Technical Account Manager will meet the onboarding needs of new jurisdictions.

System Elements and Sub-elements

1) Levels of Access

At the Organization level, there are many roles. You have access to components of the system depending on your role. That is, the Everbridge Suite tabs available to you after you login are the ones in which you have permission to work. Default roles are:

- A. Organization Administrator—This administrator is responsible for an Everbridge Suite and/or Incident Management organization. Organization Administrators can access all functionality available to the organization (all Everbridge Suite and Incident Management tabs at the Organization level). Organization Administrators can perform actions within their own organizations, but not other organizations. They can add groups in their individual organizations.
 - B. Group Manager—This administrator can manage and send notifications to predefined sets of contacts. Group Managers can access functionality at the Organization level to the following Everbridge Suite tabs: Dashboard, Universe, Notifications, Contacts, and Reports. Group Managers can perform actions within their own groups. A Group Manager cannot edit the organization settings.
 - C. Dispatcher - Users of this role can manage and send notification templates, manage scheduled notifications, and manage active notifications. Dispatchers can access functionality at the Organization level to the following Everbridge Suite tabs: Dashboard, Universe, and Notifications.
 - D. Data Manager—Users of this role can only manage contact records (add, edit, and remove). Data Managers can access functionality at the Organization level to the following Everbridge Suite tabs: Contacts and Reports.
 - E. Mass Notification Operator—Users of this role can send predefined notification templates and can manage active notifications. Mass Notification Operators can access functionality at the Organization level to the following Everbridge Suite tabs: Notifications.
- 2) Incident Administrator—This administrator manages incident communication for the organization. Incident Administrators can access functionality at the Organization

level to the following tabs: Incidents, Dashboard, Contacts, and Reports. Incident Administrators can build incident templates, report on incidents and launch incident notifications inherit all permissions of the Incident Operator.

- 3) Incident Operators can launch and manage incidents.
- 4) Data Managers can create and administer groups, update and upload contacts.

2) System Requirements

The System shall include the following, requirements:

- A. Provide statewide coverage to an unlimited number of recipients.
- B. Be capable of sending mass notifications for multiple unique simultaneous events. The system shall accomplish mass notification of the public via phone (landline, VoIP, and wireless), Native SMS via SMPP and MMS messaging, email, Really Simple Syndication (RSS), outbound Common Alerting Protocol format and social media (at a minimum Facebook and Twitter). The Vendor may provide other methods if capable. The system shall be able to send messages through each of these mediums simultaneously. For notification methods where the sent message exceeds the allowed number of characters (e.g., a SMS), the system shall intelligently detect and provide an alternate mechanism for the recipient to view the complete message, such as a short-code link via Twitter.
- C. The system shall have the following levels of access: system administrator, jurisdiction/agency administrator, restricted user, message originator, and recipient. The system must allow each administrator and message originator to have a unique username and credential to access the site and launch notifications, at no additional cost. System shall have tiered administration to include state, county, city and jurisdiction/agency levels as defined in the contract. Administrators shall be able to view system activity of all administrators below their level. There shall be no limit on the number of administrators or message originators. The system must:
 1. Have the ability to offer single sign-on credentials
 2. Be able to remotely wipe an app/user
- D. Allow administrators and jurisdiction/agency administrators to create and edit an unlimited number of notification groups and sub-groups. Administrators and jurisdiction/agency administrators shall be able to manage their own user groups. Jurisdiction/Agency administrators shall be able to create an unlimited number of message categories that recipients may subscribe to. The system must have the ability to:
 1. Send notifications to a minimum of 5 million contacts from within one account;
 2. Must use a combination of dedicated Public Switched Telephone Network (PSTN) telephony and on-demand VOIP for enhanced scalability. All PSTN lines must be owned by the Vendor to ensure control and capacity;
 3. Vendor must provide a delivery Service Level Agreement stipulating a minimum of 300,000 voice-based and 600,000 text-based messages per hour;

4. Must allow an administrative user to adjust and align message delivery to the capacity of the target phone networks to prevent system wide disruption during a large notification.
 - a. Preferences must support the ability to define maximum number of simultaneous calls for multiple telephone networks within the same broadcast (i.e. 50 calls per minute to 555-123-xxxx and 100 calls per minute to 555-999-xxxx)
 - b. Preferences are easily accessible from within the system's web user interface and require no vendor intervention for quick adjustments.
- E. Be web-based and hosted on the Vendor's infrastructure, accessible from any internet connection and browser. The Vendor will not require additional client- or server-based hardware to be housed on-site by administrators. The web-based system must be compatible with supported versions of industry standard browsers, at a minimum: Google Chrome, Apple Safari, and Mozilla Firefox. Message origination must be supported through Windows, iOS, and Android mobile device platforms. All features of the regular desktop browser version must be functional on those platforms. The applications must be "native" mobile device applications and not simply a "skin" that loads mobile-formatted webpages. There shall be no pop-up or banner advertising inside the application. All features in the application must be free for any user and the application must not require the user to consent to any type of future "in-app purchase" before installing the application. The system must have the ability to:
 1. Provide all notifications services through one user interface (UI), not multiple UI's.
 2. Post to multiple social channels from within the same notification.
 3. Message recipient to reply in full sentences and provide geo location.
 4. Message recipient to confirm receipt of message and stop notifications upon confirmation.
 5. Send follow up to existing notification recipients (i.e. confirmed, not confirmed) for polling.
 6. Create reports to show confirmation of receipt and not delivered.
 7. Publish to Google Alerts through Nixle channels.
 8. Shall fully interface with the Integrated Public Alert and Warning System (IPAWS) for alerting via Wireless Emergency Alerts (WEA), Emergency Alert System (EAS), and HazCollect NOAA Weather Radio All Hazards. The system must be able to be triggered from inbound Common Alert Protocol (CAP) format and push outbound in CAP format. The Vendor must be a FEMA IPAWS Alert Origination Software Provider. The system must have the ability to also test in a separate environment from live and require for IPAWS with separate private key and key store password.
 9. Stop a broadcast after being initiated. Ability to set a broadcast duration, whereas broadcast will automatically stop notifying contacts at a set time.

10. Contact API – Data Integration purposes only.

- F. Have the ability to securely accept, upload, and utilize jurisdiction/agency-provided contact files (e.g., User Contact Data) and phone data at no additional cost. Duplicate contact paths are deduplicated in the system so that a delivery method is not attempted multiple times. Users can remove duplicate contact information, but Everbridge assumes no responsibility to remove contacts or edit duplicate delivery methods. Vendor will provide publicly available landline and Voice Over Internet Protocol (VOIP) contacts appropriate to the jurisdiction/agency user Annually in the month of July.
- G. Provide a training/exercise mode which provides full functionality, but is separate from contact data in the “real-world” instances of the system.
- H. Through Everbridge’s custom reporting tools, jurisdictions/agencies have the ability to define reports without Vendor assistance and any jurisdiction/agency-defined report format to be generated again in the future. User must be able to customize and can be utilized within the web interface. Reports can be exported in pdf or .csv file format. The number of report shall be unlimited. The system must have the reporting ability to:
 - 1. Show notification confirmation of receipt minute by minute, and not delivered.
 - 2. Produce custom reports using all application data including:
 - a. Recipient information, distribution group information, call summary, message information and all other fields available in the database.
 - b. Allow the user to choose the fields for the report.
 - c. Maintain a customized report library where users can save an unlimited number of reports.
 - d. Ability to export report data in CSV or PDF format.
- I. Allow for the creation and storage of pre-scripted and editable templates and audio and text messages. The system shall be able to store broadcast templates/scenarios with content and recipients for later deployment. The system shall allow jurisdiction/agency administrators and message originators to edit pre-scripted messages and scenarios as needed.
- J. Capable of voice recording by jurisdiction/agency administrators and message originators. System shall be capable of text-to-speech. Voice recordings and text-to-speech must be reviewable as part of message origination workflow before message transmission.
- K. Allow for web-based access for recipients any participating jurisdiction/agency-specific subscription portal where they can “opt in” to the system and select the types of alerts they would like to receive and manage contact information.
- L. Allow the public to opt in to the system by registering phone numbers, SMS numbers, and email addresses. This information shall be updated in real time. Lost password and user name recovery shall be accomplished automatically and without administrator action. The system must have the ability to:
 - 1. Register all opt-in contacts locally and seamlessly roll up to

- agency, city, county and state level accounts in real time (no delay between registration at local level and contact populating in County and State Account).
2. Notify special event attendees, seasonal visitors, or tourists with a simple key word to text and opt-in.
 3. Allow jurisdiction/agency users to download all contacts from system at any time.
 4. Pursuant to Section 119.071(5)(j), Florida Statutes, contacts in this system is exempt from disclosure. The log in page of any entity can be configured to display the following text: According to Section 119.071(5)(j), Florida Statutes, "Any information furnished by a person to an agency for the purpose of being provided with emergency notification by the agency is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. This exemption applies to information held by an agency before, on, or after the effective date of this exemption."
 5. Have internal employee contacts in a different environment from public contacts to avoid the potential of sending internal notifications to public contacts.
- M. Allow jurisdiction/agency administrators to customize, without vendor intervention, the opt-in page content and banner for custom branding.
- N. Have the ability for recipients to identify a preferred language. The system shall support messages in multiple languages. The system shall use Google translate or a Vendor-supported capability that is better than Google Translate. The system shall allow administrators to select the languages with which they would like to communicate; at a minimum, the list of languages must include English, Spanish, and Haitian Créole. The system shall allow for a separate message body text box and separate manual recording field for each dialect. The system shall also allow for web-based access for recipients to a jurisdiction/agency-specific subscription portal where they can "opt in" to the system and select the types of alerts they would like to receive and manage contact information. The user interface for the subscription portal must be available in the aforementioned languages.
- O. Allow citizens to register a minimum of two (2) location points in their recipient profile (e.g., home, school, work) unless the jurisdiction/agency requests only one location point. The system shall provide all of the following methods for recipient registration:
1. Automatically compare addresses against the United States Postal Service data to suggest a correct address, and then automatically geocode the address into the recipient's profile. This can be accomplished through point to address geo location.
 2. Provide the ability for recipients to manually input latitude/longitude (e.g., decimal degrees and United States National Grid.)
 3. The ability for recipients to access a graphical user interface where they can view their location on a map and select point.
 4. Allow jurisdiction/agency administrators to view all geocoded contacts

- on a map. Must be able to support single closed looped polygon alerting to contacts.
- 5. Define an area(s) or zone(s) where people utilizing the system app will receive a push notification when entering or within the designated zone regardless if they're signed up for the jurisdiction's/agency's system.
- 6. Allow custom alert tones for emergency notifications on the user's app.
- P. Be able to support a minimum of 3 telephone numbers, 3 SMS numbers, 3 physical addresses, and 3 email addresses per recipient; unless a jurisdiction/agency prefers only 1 telephone number, 1 SMS number, 1 physical address, and 1 email address per recipient.
- Q. Adhere to the "Common Alerting Protocol" (CAP) standard specified by FEMA to include inbound/outbound CAP Format via the Organization for the Advancement of Structured Information Standards (OASIS). As new CAP versions and sources are implemented, the system must be updated to include CAP format changes as part of ongoing system updates.
- R. Support automatically adding and removing recipients at the jurisdiction/agency-level from static and dynamic groups without vendor assistance. System will allow for jurisdiction/agency level scheduled automated contact file uploads to utilize information.
- S. Have the inherent capability to immediately import and export recipient group and sub-group data without vendor assistance.
- T. Be capable of accepting, via secured web upload, jurisdictional supplied phone data and mapping updates at no additional cost.
- U. Be capable of managing special databases, such as a special needs registry, with all the same functionality as other contact databases and must also allow permissions on managing data and notifications to be set for various users. There is an overall level for the manager(s) of the registry, and sub level(s) for managers of groups, such as the ability for a home healthcare organization to manage their registrant information without seeing other registrants which are not under their care in the system. These positions can also be given or restricted from the ability to send notifications. If they are allowed to send notifications, there must be an ability for them to set a phone number for call back that does not default to the phone number used for notifications from the jurisdiction/agency over the system. Administrators can add additional information questions to registration without assistance from vendor.

3) Geographical Information System Requirements

The System shall include the following GIS requirements:

- A. System shall offer GIS functionality of administrator-drawn geographic/polygon selection of specific areas to transmit messages and generate call lists. Jurisdiction/Agency administrators shall be able to choose to use the system's GIS functionality or to import local GIS shapefiles.
- B. System shall support the ability to search for a geographic location using a contact name, address, street segments, zip code, and latitude/longitude.
- C. System shall allow for a search of the recipient database using any of the fields contained in the database.

- D. System shall support the ability to target a region defined by a combination of a contact location, an address point or a landmark, and a radius around that address.
- E. System shall include the ability to resize, modify, and rotate the shapes after initial drawing or placement.
- F. System shall include the ability to drag and drop the shapes to a different location on the map.
- G. System shall include the ability to create both inclusion and exclusion polygons.
- H. System shall display the number of recipients included within a selected region.

4) Notification Requirements

The System shall include the following notification requirements:

- A. Use of the system shall not be governed by number of minutes, messages, increments, or credits. System shall accomplish mass notification of the public via phone (landline, VOIP, and wireless), Native SMS via SMPP messaging, email, really simple syndication (RSS), Push Notification, and Social Media. The system shall be able to send messages through each of these mediums simultaneously. For notification methods where the sent message exceeds the allowed number of characters (i.e. a SMS) the system shall intelligently detect and provide an alternate mechanism for the recipient to view the complete message, such as a short-code link.
- B. All text/SMS messaging shall be Short Message Peer-to-Peer (SMPP) messaging via cellular network gateway providers. Delivery of IPAWs/Cell Broadcast messaging shall be CAP compliant pushed to the defined cellular network platform/gateway. To reduce the possibility of notification messages being handled as spam, the Vendor must have an established SMPP short code that is whitelisted with the major US commercial cellular carriers (at minimum Verizon, T-Mobile, Sprint, and AT&T). SMTP text messaging, or any portion of the user profile that requires a user to specify their mobile carrier, does not meet this requirement.
- C. Be able to launch automated weather alerts for specified Watch, Warning, or Advisory products generated by the National Weather Service. These alerts must be based on the Latitude/Longitude Polygon box provided by the National Weather Service to retain the geographic specificity intended by the issuing Weather Forecast Office, such as a river basin or Storm-Based warning. Weather alerting based on county name or zip code does not meet this requirement. The National Weather Service is the only recognized alerting authority for this requirement.
- D. Be accessed by message originator for the purpose of launch and utilization via a computer with internet connection, smart phone, mobile app and phone, to record and schedule calls. Mobile apps shall be designed specifically for their respective device and platform and must support visual GIS map based notifications.
- E. Enable message originators to specify whether recipients must

acknowledge human receipt of a message. If confirmed receipts are requested, the system must continue trying to reach the recipient until positive confirmation has been received with human acknowledgement. Once acknowledgement has been received, the system will cease all further attempts to reach that recipient.

- F. Allow message originators to enable a timeout option for notifications, at which time notification attempts will cease, even if a user has not been successfully contacted. For weather notifications, this timeout window should default to the expiration of the product issued by the National Weather Service.
- G. Allow jurisdiction/agency administrators to use a system default or create a jurisdiction/agency level caller ID and jurisdictional display name email address to outgoing notification recipients.
- H. Allow outgoing notification messages to contain photo, video, and audio attachments and links with a maximum size of 2 MB.
- I. System shall be Americans with Disabilities Act (ADA) compliant for photo, video, and audio attachments and links, to include TDD/TTY capability.
- J. Provide online real time reports detailing success, failure, and display call results to include not connected. These reports shall be customizable per jurisdiction/agency administrator.
- K. Be able to recognize human voice versus an answering machine and wait until the outgoing message from an answering machine or voicemail system has ended prior to leaving the message.
- L. Allow for voice message throttling, which allows the sender to determine and define desired delivery rate for specific areas, area codes, and prefixes so as to not overwhelm a telephone exchange for a given area.
- M. Vendor must be capable of monitoring delivery performance and automatically increasing system capacity on demand as Vendor doesn't control carrier infrastructure.
- N. When Vendor is periodically enhancing their system capacity clients must experience no downtime impact during capacity enhancements.
- O. Vendor must be capable of simulating system performance tests:
 - 1. Performance tests must support real-life simulations including, but not limited to, percentage of confirmed calls in the first attempt and the ability to customize broadcast setting and delivery contact paths.
 - 2. Simulation test calls must not be placed to invalid (555-XXXX) phone numbers.

5) Security Requirements

The System shall include the following security requirements:

- A. Require a secure login for any administrator or message originator to access the system. The secure login shall be a case-sensitive complex password with the following attributes:
 - 1. Minimum of 12 character passwords
 - 2. Maximum of 15 characters
 - 3. Combination of upper and lower case letters

- 4. Allow for numeric and common symbols (e.g., ! @#\$%^&*)
- B. Encrypt data at rest and in transit.
- C. Lockout accounts after 5 failed login attempts.
- D. Allow 24 password generations. Meaning user must use 24 unique passwords before they can reuse the first password.
- E. Allow customizable password expiration of 90, 180, 365 and never for the account and configurable session timeouts of 15, 30, 45 minutes and in 1 hour increments up to 12 hours.
- F. Create an auditable event log for all account actions to be accessible by system administrator.
- G. System data centers shall reside in the United States.
- H. Have the option to require a PIN to receive message for internal employee notifications.
- I. System shall be Department of Homeland Security (DHS) Safety Act Certified as a Qualified Anti-Terrorism Technology and provide proof of certification. <https://www.dhs.gov/publication/safety-act-liability-protection>
- J. System must be Service Organization Control (SOC3) compliant or better. Proof of compliance is required.
- K. System must be Federal Risk and Authorization Management Program (FedRAMP) compliant, or working towards compliance by July 1, 2019. Proof of compliance or proof that compliance will be met by July 1 is required.

6) Support Requirements

The System shall include the following support requirements:

- A. The Vendor shall provide 24/7/365 employee staffed technical support helpdesk assistance via telephone and internet support for the application's users at all levels, reachable by telephone or email and internet, and with sufficient resources to respond to assistance requests. Support is available 24/7 by phone. Helpdesk assistance must be available in multiple languages and via TTY and cannot be "on-call." Helpdesk assistance must be in-house; no third-party Vendors to be used.
- B. In addition to helpdesk support, the Vendor will provide a representative who resides in the State of Florida to assist with technical support during times of emergencies and critical events, and testing for such events, at any jurisdictional/agency level to expedite assistance in meeting the needs of the jurisdictions/agencies within the bounds of the Scope of Work. The representative must be reachable via phone and email, and have connectivity to send messages on behalf of a jurisdiction/agency when requested.
- C. The Vendor shall be able to initiate alert notifications on behalf of administrators and jurisdiction/agency administrators if connectivity with the system is lost.
- D. The Vendor shall provide maintenance of the system to ensure there is no downtime. The system will provide a backup site as redundancy with an automatic flip in the case of site failure.
- E. The system will provide online user help and assistance. Online help will

- consist of text-based, contextual help, as well as video and audio assisted help. Help for system use should also be interlaced within the site (e.g., screen-within-a-screen). Training for system use must be web-based.
- F. The annual maintenance agreement will include Vendor maintenance, and support shall include all applicable patches released, including for any third-party system components.
 - G. The jurisdiction supplied data, including opt-in or jurisdiction/agency-supplied, remains the property of the jurisdiction/agency and/or State of Florida. The data must be exportable from the system at any time and provided to the State of Florida for distribution to jurisdictions/agencies upon termination of the contract. Data shall only be used by the Vendor for the sole-purpose of initiating notifications through the system and may not be used for marketing purposes. The data may not be sold or rented or given to any third party.
 - H. The Vendor shall conduct at least one webinar training a month, available to any administrator of the system, during the contract period if requested.
 - I. Where requested by an eligible jurisdiction/agency, Vendor will support a minimum two-day onsite training and onboarding for new Jurisdictions.

Tasks:

The Vendor shall complete the following:

1. Deliver a system that satisfies all of the System Requirements, Geographical Information System Requirements, Notification Requirements, Security Requirements, and Support Requirements outlined in this Scope of Work addendum.
2. Host and maintain the emergency alert and notification system that shall continue to meet the requirements outlined in the Scope of Work for the duration of the contract period.
3. Continue to provide services in this Scope of Work to entities that acquired services through Memoranda of Agreement executed under contract number DEM-16-PG-E4-13-00-22-379.
4. Provide services in this Scope of Work to entities that may acquire services through Memoranda of Agreement executed under this Agreement.

Deliverables

No later than the 20th calendar day of each month, the Vendor shall provide an invoice for payment to the Contract Manager via email, along with a report documenting the usage and work performed (in a format approved by the Contract Manager), that at a minimum contains the following:

- The number of broadcast notifications sent;
- The number of recipients who received notifications;
- The number of messages sent to broadcast the notifications;
- The number of business and residential contacts including VOIP, and any increases;
- The number of contacts subscribed to the system; and
- The name and number of jurisdictions/agencies using the system.

Period of Performance

July 1, 2019 through June 30, 2024.

Method of Compensation

It is anticipated that the Division will issue one (1) five-year fixed price Contract to the awarded Vendor. The Contract price is all inclusive and the Division will not compensate or reimburse the Contractor any other amounts related to Contract performance. The Division will pay the contractor one advance payment annually (per invoice) in July of each year during the term in the amount of \$2,500,000.00 and, based on the Deliverables, the amount of \$83,333.33 on a monthly basis, minus any amounts due to the Division for financial consequences (see below).

Invoice Requirements

In accordance with Florida Statutes Section 287.058(1)(a), the Contractor will provide the Contract Manager invoices in sufficient detail for a proper pre-audit and post-audit thereof. All invoices must be submitted on a monthly basis to the Division's Contract Manager in accordance with the State of Florida Reference Guide for State Expenditures at:

https://www.myfloridacfo.com/Division/AA/Manuals/Auditing/Reference_Guide_For_State_Expenditures.pdf.

To be payable, invoices shall:

- Include, at a minimum: the invoice number, invoice date, Contract Number, deliverable reference number and description, remit address, current invoice amount, cumulative amount invoiced to date, and a certifying signature. Payment shall be made in accordance with Florida Statutes Sections. 215.422 and 287.0585, which govern time limits for payment of invoices;
- Include a signature approval from the Contractor. The invoices shall be accompanied by a monthly report specifying the tasks and activities performed; and,
- Invoices must be accepted and approved by the Division.

Financial Consequences Triggers

Financial consequences shall be assessed for contract non-compliance or non-performance. Other than for reasons described in Section 9.E in the Agreement, the Contractor shall reimburse the Division \$100 for every five (5) minute period that the Division and its authorized users are unable to access the platform, after an initial grace period of fifteen (15) minutes and up to a maximum of \$10,000 per occurrence.

Exhibit “A”
Scope of Work
Florida Statewide Emergency Alert and Notification System

Statement of Purpose / Need

Florida Statutes Section 252.35(2)(a)6 requires The Florida Division of Emergency Management (FDEM) to “establish a system of communications and warning to ensure that the state’s population and emergency management agencies are warned of developing emergency situations and can communicate emergency response decisions.”

FDEM seeks to procure a vendor-hosted, “mass notification” system that will provide statewide alerts for imminent or sudden hazards through the use of: Voice telephone calls; Text messages; Emails; Social media; Push Notification; and, Telecommunications Device for the Deaf/Teletypewriter (“TDD/TTY”). The system must integrate with the following alert systems: The Emergency Alert System (“EAS”)¹; and, The Integrated Public Alert and Warning System (“IPAWS”)². The system must be able to be triggered by and send out in Common Alerting Protocol (CAP) Format. Additionally, the system must include the capability to: Automatically disseminate weather warnings issued by the National Weather Service (“NWS”); and, Communicate in multiple languages. The system will be made available for FDEM, other state agencies with a public alerting responsibility, Florida College System Institutions and State Universities as defined in 1000.21 Florida Statutes, and Political Subdivisions as defined in Florida Statutes Section 1.01 with a public alerting responsibility.

Under the authority of the General Services Administration (GSA) Disaster Purchasing Program. The products and services purchased will be used in preparation or response to disasters or recovery from major disaster declared by the President, or recovery from terrorism or nuclear, biological, chemical, or radiological attack.

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Andrew.Sussman@em.myflorida.com

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

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

Background

FDEM already has systems in place to communicate emergency response decisions to other state agencies and to the political subdivisions of this State. As of 2016, FDEM and all counties possess a comprehensive, interoperable communication system that can alert the State's population (both permanent and transient) to the threat posed by an imminent or sudden emergency. The contract for FDEM, and participating political subdivisions under this system, will expire June 30, 2019.

All political subdivisions within the State possess emergency notification and alert systems, provided through the State's current contract or through an alternative system funded locally.

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

When combined, these gaps create a significant communication problem that requires a comprehensive solution. Through this Request for Quote ("RFQ"), FDEM seeks to continue to maintain and enhance a baseline that has been created by procuring an emergency notification and alert system that can span across the funding, coverage, interoperability, capacity, as well as the socioeconomic and cultural divides that previously inhibited FDEM's ability to warn the State's entire population (both permanent and transient) about imminent and sudden emergencies.

Scope of Work

The Vendor shall host and maintain an emergency alert and notification system that continues to meet requirements outlined in the Task Section of the Scope of Work during the contract period. The Vendor will make the system available to FDEM, other

State Agencies with a public alerting responsibility, Florida College System Institutions and State Universities as defined in Florida Statutes Section 1000.21, and Political Subdivisions as defined in Florida Statutes Section 1.01 with a public alerting responsibility. FDEM will maintain account control over the system and all other entities listed above will serve as administrators of the system and primary originators of messages.

Timeframe for bringing entities online:

The current contract that ends June 30, 2019 will have approximately 63 out of 67 counties and over 200 political subdivisions with the current vendor. Respondents shall propose a timeframe needed to bring those entities up to full usage and statewide current capacity during the term of this agreement, which will begin on July 1, 2019 and end on June 30, 2024.

Indicate how many employees you will dedicate to this contract under the proposed funding of \$3.5 million annually where a minimum 2-day onsite training and assistance with the onboarding may be requested by jurisdictions/agencies eligible to be a part of this agreement.

System Elements and Sub-elements

1) Levels of Access

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

- A. **System Administrator:** Individuals at the state level that perform account administration and oversight activities, to include creating new jurisdiction-level accounts and monitoring system usage across all lower accounts.
- B. **Jurisdiction/Agency Administrator:** Primary user for the jurisdiction/agency, able to create and manage message originator accounts and recipient contact data sources within the jurisdiction's/agency's segment of the system. Also performs the functions of a message originator.
- C. **Restricted User:** An individual authorized to use only portions or certain levels of the system as approved by the Jurisdiction/Agency Administrator.
- D. **Message Originator:** An individual authorized to initiate a notification message and monitor the status of other notifications originated within the jurisdiction/agency.
- E. **Recipient:** An end-user contact in the jurisdiction's/agency's account; someone who receives a notification. Recipient information maintained in this system is owned by the local and state jurisdiction/agency.

2) System Requirements

The System shall include the following, requirements:

- A. Provide statewide coverage to an unlimited number of recipients.
- B. Be capable of sending mass notifications for multiple unique simultaneous events. The system shall accomplish mass notification of the public via phone (landline, VoIP, and wireless), Native SMS via SMPP and MMS messaging, email, Really Simple Syndication (RSS), outbound Common

- Alerting Protocol format and social media (at a minimum Facebook and Twitter). The Vendor may provide other methods if capable. The system shall be able to send messages through each of these mediums simultaneously. For notification methods where the sent message exceeds the allowed number of characters (e.g., a SMS), the system shall intelligently detect and provide an alternate mechanism for the recipient to view the complete message, such as a short-code link.
- C. The system shall have the following levels of access: system administrator, jurisdiction/agency administrator, restricted user, message originator, and recipient. The system must allow each administrator and message originator to have a unique username and credential to access the site and launch notifications, at no additional cost. System shall have tiered administration to include state, county, city and jurisdiction/agency levels as defined in the contract. Administrators shall be able to view system activity of all administrators below their level. There shall be no limit on the number of administrators or message originators. The system must:
1. Have the ability to offer single sign-on credentials
 2. Be able to remotely wipe an app/user
- D. Allow administrators and jurisdiction/agency administrators to create and edit an unlimited number of notification groups and sub-groups. Administrators and jurisdiction/agency administrators shall be able to manage their own user groups. Jurisdiction/Agency administrators shall be able to create an unlimited number of message categories that recipients may subscribe to. The system must have the ability to:
1. Send notifications to a minimum of 5 million contacts from within one account;
 2. Must use a combination of dedicated Public Switched Telephone Network (PSTN) telephony and on-demand VOIP for enhanced scalability. All PSTN lines must be owned by the Vendor to ensure control and capacity;
 3. Vendor must provide a delivery Service Level Agreement stipulating a minimum of 300,000 voice-based and 600,000 text-based messages per hour;
 4. Must allow an administrative user to adjust and align message delivery to the capacity of the target phone networks to prevent system wide disruption during a large notification.
 - a. Preferences must support the ability to define maximum number of simultaneous calls for multiple telephone networks within the same broadcast (i.e. 50 calls per minute to 555-123-xxxx and 100 calls per minute to 555-999-xxxx)
 - b. Preferences are easily accessible from within the system's web user interface and require no vendor intervention for quick adjustments.
- E. Be web-based and hosted on the Vendor's infrastructure, accessible from any internet connection and browser. The Vendor will not require additional client- or server-based hardware to be housed on-site by administrators. The

web-based system must be compatible with supported versions of industry standard browsers, at a minimum: Internet Explorer, Google Chrome, Apple Safari, and Mozilla Firefox. Message origination must be supported through Windows, iOS, and Android mobile device platforms. All features of the regular desktop browser version must be functional on those platforms. The applications must be “native” mobile device applications and not simply a “skin” that loads mobile-formatted webpages. There shall be no pop-up or banner advertising inside the application. All features in the application must be free for any user and the application must not require the user to consent to any type of future “in-app purchase” before installing the application. The system must have the ability to:

1. Provide all notifications services through one user interface (UI), not multiple UI’s.
 2. Post to multiple social channels from within the same notification.
 3. Message recipient to reply in full sentences and provide geo location.
 4. Message recipient to confirm receipt of message and stop notifications upon confirmation.
 5. Send follow up to existing notification recipients (i.e. confirmed, not confirmed) for polling.
 6. Create reports to show confirmation of receipt and not delivered.
 7. Publish to Google Alerts.
 8. Shall fully interface with the Integrated Public Alert and Warning System (IPAWS) for alerting via Wireless Emergency Alerts (WEA), Emergency Alert System (EAS), and HazCollect NOAA Weather Radio All Hazards. The system must be able to be triggered from inbound Common Alert Protocol (CAP) format and push outbound in CAP format. The Vendor must be a FEMA IPAWS Alert Origination Software Provider. The system must have the ability to also test in a separate environment from live and require for IPAWS with separate private key and key store password.
 9. Stop a broadcast after being initiated. Ability to set a broadcast duration, whereas broadcast will automatically stop notifying contacts at a set time.
 10. Allow for application programming interface (API) functionality for third-party applications for all entities that become part of this agreement upon request.
- F. Have the ability to securely accept, upload, and utilize jurisdiction/agency-provided contact files (e.g., User Contact Data) and phone data at no additional cost, and be able to scrub duplicate information, preferably within the system. Vendor will provide publically available landline and Voice Over Internet Protocol (VOIP) contacts appropriate to the jurisdiction/agency user accounts.
- G. Provide a training/exercise mode which provides full functionality, but is separate from contact data in the “real-world” instances of the system.
- H. Contain a reporting tool, with the ability for jurisdictions/agencies to define reports without Vendor assistance and any jurisdiction/agency-defined report

format to be generated again in the future. User must be able to customize and can be utilized within the web interface. Exporting into an Excel or .csv file as ONLY option in order to customize the report is NOT acceptable. The number of report formats shall be unlimited. The system shall allow for the export of any data in standard delimited format and pdf. The system must have the reporting ability to:

1. Show notification confirmation of receipt minute by minute, and not delivered.
2. Produce custom reports using all application data including:
 - a. Recipient information, distribution group information, call summary, message information and all other fields available in the database.
 - b. Allow the user to choose the fields for the report.
 - c. Maintain a customized report library where users can save an unlimited number of reports.
 - d. Ability to export report data in CSV or PDF format.
- I. Allow for the creation and storage of pre-scripted and editable templates and audio and text messages. The system shall be able to store broadcast templates/scenarios with content and recipients for later deployment. The system shall allow jurisdiction/agency administrators and message originators to edit pre-scripted messages and scenarios as needed.
- J. Capable of voice recording by jurisdiction/agency administrators and message originators. System shall be capable of text-to-speech. Voice recordings and text-to-speech must be reviewable as part of message origination workflow before message transmission.
- K. Allow for web-based access for recipients any participating jurisdiction/agency-specific subscription portal where they can “opt in” to the system and select the types of alerts they would like to receive and manage contact information. Vendor will provide publically available landline and Voice Over Internet Protocol (VOIP) contacts appropriate to the jurisdiction/agency user accounts.
- L. Allow the public to opt in to the system by registering phone numbers, SMS/MMS numbers, and email addresses. This information shall be updated in real time. Lost password and user name recovery shall be accomplished automatically and without administrator action. The system must have the ability to:
 1. Register all opt-in contacts locally and seamlessly roll up to agency, city, county and state level accounts in real time (no delay between registration at local level and contact populating in County and State Account).
 2. Notify special event attendees, seasonal visitors, or tourists with a simple key word to text and opt-in.
 3. Allow jurisdiction/agency users to download all contacts from system at any time. When a jurisdiction/agency downloads contacts from a system at any time, a message will prompt to notify Florida users of the following statute: Section 119.071 (5)(j) General exemptions from

inspection or copying of public records.—j) Any information furnished by a person to an agency for the purpose of being provided with emergency notification by the agency is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. This exemption applies to information held by an agency before, on, or after the effective date of this exemption.

4. Have internal employee contacts in a different environment from public contacts to avoid the potential of sending internal notifications to public contacts.
- M. Allow jurisdiction/agency administrators to customize, without vendor intervention, the opt-in page content and banner for custom branding.
- N. Have the ability for recipients to identify a preferred language. The system shall support messages in multiple languages. The system shall use Google translate or a Vendor-supported capability that is better than Google Translate. The system shall allow administrators to select the languages with which they would like to communicate; at a minimum, the list of languages must include English, Spanish, and Haitian Créole. The system shall allow for a separate message body text box and separate manual recording field for each dialect. The system shall also allow for web-based access for recipients to a jurisdiction/agency-specific subscription portal where they can “opt in” to the system and select the types of alerts they would like to receive and manage contact information. The user interface for the subscription portal must be available in the aforementioned languages.
- O. Allow citizens to register a minimum of two (2) location points in their recipient profile (e.g., home, school, work) unless the jurisdiction/agency requests only one location point. The system shall provide all of the following methods for recipient registration:
1. Automatically compare addresses against the United States Postal Service data to suggest a correct address, and then automatically geocode the address into the recipient’s profile.
 2. Provide the ability for recipients to manually input latitude/longitude (e.g., decimal degrees and United States National Grid.)
 3. The ability for recipients to access a graphical user interface where they can view their location on a map and select point.
 4. Allow jurisdiction/agency administrators to view all geocoded contacts on a map. Must be able to support multiple types of polygons alerting to contacts.
 5. Define an area(s) or zone(s) where people utilizing the system app will receive a push notification when entering or within the designated zone regardless if they’re signed up for the jurisdiction’s/agency’s system.
 6. Allow custom alert tones for emergency notifications on the user’s app.
- P. Be able to support a minimum of 3 telephone numbers, 3 SMS numbers, 3 physical addresses, and 3 email addresses per recipient; unless a jurisdiction/agency prefers only 1 telephone number, 1 SMS number, 1 physical address, and 1 email address per recipient.
- Q. Adhere to the “Common Alerting Protocol” (CAP) standard specified by

FEMA to include inbound/outbound CAP Format via the Organization for the Advancement of Structured Information Standards (OASIS). As new CAP versions and sources are implemented, the system must be updated to include CAP format changes as part of ongoing system updates.

- R. Support automatically adding and removing recipients at the jurisdiction/agency-level from static and dynamic groups without vendor assistance. System will allow for jurisdiction/agency level scheduled automated contact file uploads to utilize information.
- S. Have the inherent capability to immediately import and export recipient group and sub-group data without vendor assistance.
- T. Be capable of accepting, via secured web upload, phone data and mapping updates at no additional cost.
- U. Be capable of managing special databases, such as a special needs registry, with all the same functionality as other contact databases and must also allow permissions on managing data and notifications to be set for various users. There is an overall level for the manager(s) of the registry, and sub level(s) for managers of groups, such as the ability for a home healthcare organization to manage their registrant information without seeing other registrants which are not under their care in the system. These positions can also be given or restricted from the ability to send notifications. If they are allowed to send notifications, there must be an ability for them to set a phone number for call back that does not default to the phone number used for notifications from the jurisdiction/agency over the system. Administrators can add additional information questions to registration without assistance from vendor.

3) Geographical Information System Requirements

The System shall include the following GIS requirements:

- A. Offer GIS functionality of administrator-drawn geographic/polygon selection of specific areas to transmit messages and generate call lists. Jurisdiction/Agency administrators shall be able to choose to use the system's GIS functionality or to import local GIS shapefiles.
- B. Support the ability to search for a geographic location using a contact name, address, street segments, zip code, and latitude/longitude.
- C. Offer local GIS geocoding capability. The ability for local import of an address locator so that this locator can geocode against uploaded data and be capable of producing a downloadable geocoding report shall list the addresses which were geocoded correctly and which addresses failed the geocoding process.
- D. System must be ArcGIS Server compatible and allow users to import custom maps, shapes, and layers from local servers.
- E. Allow for a search of the recipient database using any of the fields contained in the database.
- F. Support the ability to target a region defined by a combination of a contact location, an address point or a landmark, and a radius around that address.
- G. Include the ability to resize, modify, and rotate the shapes after initial drawing or placement.

- H. Include the ability to drag and drop the shapes to a different location on the map.
- I. Include the ability to create both inclusion and exclusion polygons.
- J. Display the number of recipients included within a selected region.

4) Notification Requirements

The System shall include the following notification requirements:

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

successfully contacted. For weather notifications, this timeout window should default to the expiration of the product issued by the National Weather Service.

- G. Allow jurisdiction/agency administrators to use a system default or create a jurisdiction/agency level caller ID and sent-from email address to outgoing notification recipients.
- H. Allow outgoing notification messages to contain photo, video, and audio attachments and links.
- I. System shall be Americans with Disabilities Act (ADA) compliant for photo, video, and audio attachments and links, to include TDD/TTY capability.
- J. Provide online real time reports detailing success, failure, and reason for failure. These reports shall be customizable per jurisdiction/agency administrator.
- K. Be able to recognize human voice versus an answering machine and wait until the outgoing message from an answering machine or voicemail system has ended prior to leaving the message.
- L. Allow for voice message throttling, which allows the sender to determine and define desired delivery rate for specific areas, area codes, and prefixes so as to not overwhelm a telephone exchange for a given area.
- M. Allow for "auto call throttling" capability. At a minimum, Vendor must provide a real-time demonstration of the technology, accompanied by reports, that prove how the system automatically adjusts calls during network congestion, the success rates, retries to unsuccessful calls, network capacity reports, and final call completion success rates.
- N. Vendor must be capable of monitoring delivery performance and automatically increasing system capacity on demand to avoid long broadcast delays.
- O. When Vendor is periodically enhancing their system capacity clients must experience no downtime impact during capacity enhancements.
- P. Vendor must be capable of simulating system performance tests:
 - 1. Performance tests must support real-life simulations including, but not limited to, percentage of confirmed calls in the first attempt and the ability to customize broadcast setting and delivery contact paths.
 - 2. Simulation test calls must not be placed to invalid (555-XXXX) phone numbers.

5) Security Requirements

The System shall include the following security requirements:

- A. Require a secure login for any administrator or message originator to access the system. The secure login shall be a case-sensitive complex password with the following attributes:
 - 1. Minimum of 12 character passwords
 - 2. Maximum of 15 characters
 - 3. Combination of upper and lower case letters
 - 4. Allow for numeric and common symbols (e.g., ! @#\$%^&*)
- B. Encrypt data at rest and in transit.

- C. Lockout accounts after 3 failed login attempts.
- D. Allow 24 password generations. Meaning user must use 24 unique passwords before they can reuse the first password.
- E. Allow customizable password expiration for the account and configurable session timeouts.
- F. Create an auditable event log for all account actions to be accessible by system administrator.
- G. System data centers shall reside in the United States.
- H. Have the option to require a PIN to receive message for internal employee notifications.
- I. System shall be Department of Homeland Security (DHS) Safety Act Certified as a Qualified Anti-Terrorism Technology and provide proof of certification. <https://www.dhs.gov/publication/safety-act-liability-protection>
- J. System must be Service Organization Control (SOC3) compliant or better. Proof of compliance is required.
- K. System must be Federal Risk and Authorization Management Program (FedRAMP) compliant, or working towards compliance by July 1, 2019. Proof of compliance or proof that compliance will be met by July 1 is required.

6) Support Requirements

The System shall include the following support requirements:

- A. The Vendor shall provide 24/7/365 employee staffed technical support helpdesk assistance via telephone and internet support for the application's users at all levels, reachable by telephone or email and internet, and with sufficient resources to respond to assistance requests within 30 minutes. Helpdesk assistance must be available in multiple languages and via TTY and cannot be "on-call." Helpdesk assistance must be in-house; no third-party Vendors to be used.
- B. In addition to helpdesk support, the Vendor will provide a representative who resides in the State of Florida to assist with technical support during times of emergencies and critical events, and testing for such events, at any jurisdictional/agency level to expedite assistance in meeting the needs of the jurisdictions/agencies within the bounds of the Scope of Work. The representative must be reachable via phone and email, and have connectivity to send messages on behalf of a jurisdiction/agency when requested.
- C. The Vendor shall be able to initiate alert notifications on behalf of administrators and jurisdiction/agency administrators if connectivity with the system is lost.
- D. The Vendor shall provide maintenance of the system to ensure there is no downtime. The system will provide a backup site as redundancy with an automatic flip in the case of site failure.
- E. The system will provide online user help and assistance. Online help will consist of text-based, contextual help, as well as video and audio assisted help. Help for system use should also be interlaced within the site (e.g., screen-within-a-screen). Training for system use must be web-based.

- F. The annual maintenance agreement will include Vendor maintenance, and support shall include all applicable patches released, including for any third-party system components.
- G. There must be a 9-month period to test system functionality to allow for the event that users determine additional requirements or fixes to fulfill the intended and needed use of the system. The Vendor will meet these needs if they are determined within the testing period.
- H. The system's recipient data, including opt-in or jurisdiction/agency-supplied, remains the property of the jurisdiction/agency and/or State of Florida. The data must be exportable from the system at any time and provided to the State of Florida for distribution to jurisdictions/agencies upon termination of the contract. Data shall only be used by the Vendor for the sole-purpose of initiating notifications through the system and may not be used for marketing purposes. The data may not be sold or rented or given to any third party.
- I. The Vendor shall conduct at least one webinar training a month, available to any administrator of the system, during the contract period if requested.
- J. Where requested by an eligible jurisdiction/agency, Vendor will support a minimum two-day onsite training and onboarding for new users.

Tasks:

The Vendor shall complete the following:

1. Deliver a system that satisfies all of the System Requirements, Geographical Information System Requirements, Notification Requirements, Security Requirements, and Support Requirements outlined in the Scope of Work above by July 1, 2019.
2. In a test environment within the Vendor's system, Vendor will conduct a jurisdiction/agency-level (per FDEM direction) notification test using telephone, SMS, and email by no later than July 30, 2019
3. Host and maintain the emergency alert and notification system that shall continue to meet the requirements outlined in the Scope of Work for the duration of the contract period.
4. Continue to provide services in this Scope of Work to entities that acquired services through Memoranda of Agreement executed under contract number DEM-16-PG-E4-13-00-22-379.
5. Provide services in this Scope of Work to entities that may acquire services through Memoranda of Agreement executed under this Agreement.

Deliverables

No later than the 20th calendar day of each month, the Vendor shall provide an invoice for payment to the Contract Manager via email, along with a report documenting the usage and work performed (in a format approved by the Contract Manager), that at a minimum contains the following:

- The number of broadcast notifications sent;
- The number of recipients who received notifications;
- The number of messages sent to broadcast the notifications;
- The number of business and residential contacts including VOIP, and any

- increases;
- The number of contacts subscribed to the system;
- The name and number of jurisdictions/agencies using the system; and,
- Any issues or problems, including, but not limited to, the items in the Financial Consequences section regarding System uptime, System Performance, Catastrophic System Failure Recovery Time, and High Priority Issues that arose during that month, the duration of the issue or problem, the jurisdictions/agencies impacted, and the resolution or corrective action taken.

Period of Performance

July 1, 2019 through June 30, 2024.

Method of Compensation

It is anticipated that the Division will issue one (1) five-year fixed price Contract to the awarded Vendor. The Contract price is all inclusive and the Division will not compensate or reimburse the Contractor any other amounts related to Contract performance. The Division will pay the contractor one advance payment annually (per invoice) in July of each year during the term in the amount of \$2,500,000.00 and, based on the Deliverables, the amount of \$83,333.33 on a monthly basis, minus any amounts due to the Division for financial consequences (see below).

Invoice Requirements

In accordance with Florida Statutes Section 287.058(1)(a), the Contractor will provide the Contract Manager invoices in sufficient detail for a proper pre-audit and post-audit thereof. All invoices must be submitted on a monthly basis to the Division's Contract Manager in accordance with the State of Florida Reference Guide for State Expenditures at:

https://www.myfloridacfo.com/Division/AA/Manuals/Auditing/Reference_Guide_For_State_Expenditures.pdf.

To be payable, invoices shall:

- Include, at a minimum: the invoice number, invoice date, Contract Number, deliverable reference number and description, remit address, current invoice amount, cumulative amount invoiced to date, and a certifying signature. Payment shall be made in accordance with Florida Statutes Sections 215.422 and 287.0585, which govern time limits for payment of invoices;
- Include a signature approval from the Contractor. The invoices shall be accompanied by a monthly report specifying the tasks and activities performed; and,
- Invoices must be accepted and approved by the Division.

Financial Consequences Triggers

Financial consequences shall be assessed for contract non-compliance or non-performance. The table below describes the financial consequence triggers.

Before submitting an invoice, the Contractor shall deduct financial consequences or

liquidated damages due. The Division's Contract Manager will notify the Contractor of the Division's intent to deduct financial consequences pursuant to the applicable contract provision. Failure by the Division to notify the Contractor for any financial consequences shall not relieve the Contractor from such obligations. The Division shall only pay the Contractor for documented services delivered and approved by the Contract Manager.

Financial Consequences Triggers

Description	Amount	Financial Consequences Trigger
System Uptime	\$250 per day	System is down and unavailable for over 30 minutes in a 24-hour period.
System Performance	\$250 per day	System falls below guaranteed system performance levels for over three consecutive days, not including state observed holidays. Upon triggering, financial consequences are retroactive to day one.
Catastrophic System Failure Recovery Time	\$500 per day	Following a catastrophic failure, system is not available in the time stated in the SLA.
High Priority Issues	\$250 per day	Issue not resolved to the Division's satisfaction per the Service Level Agreement (SLA) for three occurrences during a calendar month.

Financial Consequences for Non-Performance

If the Vendor fails to provide the monthly report in the timeframe, and as required by the Deliverable section above, the Division shall impose a financial consequence, reducing the total monthly invoice amount equal to 1% for each day the report is late or missing information. The Vendor shall not be liable for delays directly caused by the Division.

**Exhibit B
Price Sheet
RFQ-DEM-18-19-021
Florida Statewide Emergency Alert and Notification System**

Deliver, host and maintain an emergency alert and notification system that continues to meet requirements outlined in the Scope of Work during the contract period.

Annual fee \$ 3,500,000.00

Total Pricing for 5 years through June 30, 2024. \$ 17,500,000.00

The criteria for price evaluation shall be based upon the following formula:
(Low Price/Proposer's Price) x Price Points = Proposer's Awarded Points

***Monthly invoice amount to be determined with awarded Vendor**

Professional Services: Using a separate sheet, the Vendor shall provide position title(s), position descriptions and hourly rate(s) for professional services that MAY be used for jurisdictions/agencies to receive additional customization ABOVE AND BEYOND the Division's technical requirements in this scope. These rates will not be scored and do not count as part of the price points. Please note: Jurisdictions/Agencies are responsible for their own additional customizations including any costs associated with those customizations.

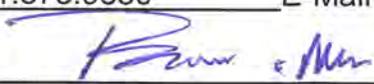
Acknowledgement: I certify that I have read and agree to abide by all terms and conditions of this solicitation and that I am authorized to sign for the proposer. I certify that the response submitted is made in conformance with all requirements of the solicitation.

Vendor: Everbridge, Inc. FEID #: 262919312

Address: 155 North Lake Avenue, Suite 900 City: Pasadena

State: CA Zip Code: 91101

Telephone Number: 781.373.9880 E-Mail Address: bridget.sarris@everbridge.com

Authorized Signature: 

Printed / Typed: Phillip E. Huff, CAO Date: 3.14.2019



Exhibit C

Everbridge, Inc. GSA Approved End User License Agreement

This End User License Agreement (“**Agreement**”) is entered into by and between Everbridge, Inc. (“**Everbridge**”) and an Ordering Activity, an entity entitled to order under GSA Schedule contracts as defined in GSA Order ADM 4800.2H, as may be revised from time to time (“**Customer**”), effective on the date of signature by an authorized signatory on the Quote or other ordering document (“**Effective Date**”). Everbridge and Customer are each hereinafter sometimes referred to as a “**Party**” and collectively, the “**Parties**.”

1. SERVICE.

1.1 Orders. Everbridge shall provide Customer access to its proprietary interactive communication solutions (the “**Solutions**”) 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. Collectively, the Solutions and professional services are referred to as the “**Services**”. Everbridge shall provide Customer with login and password information for each User (as defined below) and will configure the Solution to contact the maximum number of Contacts (as defined below) or Users, as applicable depending on the Solutions ordered. Unless otherwise provided in the applicable Quote or documentation, Services are purchased as annual subscriptions.

1.2 Users; Contacts. “**Users**” are individuals who are authorized by Client from time to time to use the Solutions for the purposes of sending notifications, configuring templates, reporting or managing data, serving as system administrators, or performing similar functions, and who have been supplied user identifications and passwords by Client. Users may include employees and contractors of Customer or an Included Department. “**Included Department**” means any enterprise department, office, agency, or other entity that receives a majority of its funding from the same general or enterprise fund, as applicable, as the Customer. “**Contacts**” are individuals who Customer contacts through the Solutions and/or who provides their personal contact information to Everbridge, including through an opt-in portal. If applicable to the particular Solution, the number of Users and/or Contacts that may be authorized by Customer is set forth on the Quote.

2. PAYMENT TERMS. Customer shall pay the fees set forth in the Quote (“**Pricing**”). All pricing must be consistent with the Schedule Price List. If Customer exceeds the usage levels specified in the Quote, then Everbridge may invoice Customer for any overages at rates consistent with the Schedule Price list. Professional Services must be used within 12 months from date of purchase. Everbridge acknowledges that payment is subject to the appropriation of additional funds by the Legislature.

3. RESPONSIBILITIES.

3.1 Users. Customer shall undergo the initial setup and training as set forth in the Implementation – Standard 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. 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 Services 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 Solutions. 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 Solutions, including data submitted by Contacts. 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. 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 Solutions. Customer shall maintain a copy of all Customer Contact data that it provides to Everbridge. Customer acknowledges that the Solutions are 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 Solutions.

4. TERM. This Agreement will commence on the Effective Date and will continue in full force and effect until all executed Quotes have terminated.

5. TERMINATION; SUSPENSION.

5.1 Termination by Either Party. [Intentionally Deleted]

5.2 Termination by Everbridge. [Intentionally Deleted]

5.3 Suspension. Everbridge may suspend, with or without notice, the Solution or any portion for (i) emergency network repairs, threats to, or actual breach of network security; or (ii) any legal, regulatory, or governmental prohibition affecting the Solution. In the event of a suspension, Everbridge shall use its best efforts to notify Customer through its Customer Portal and/or via email prior to such suspension and shall reactivate any affected portion of the Solution 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 Solutions subject to the terms and conditions of this Agreement. Upon termination of this Agreement for any reason, the foregoing license shall terminate automatically and Customer shall discontinue all further use of the Solutions.

6.2 Restrictions. Customer shall use the Solutions solely for its internal business purposes and shall not make the Solutions available to, or use the Solutions 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 Solutions (the “**Software**”) or create derivative works based on the Software, the Solutions 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 Solutions; (v) create internet “links” to or from the Solutions, or “frame” or “mirror” any content forming part of the Solutions, 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 Solutions; (vii) use the Solutions in violation of any applicable law or regulation; or (viii) access the Solutions for purposes of monitoring Solutions 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 Solutions, the Software or any other proprietary technology, material or information made available to Customer through the Solutions 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 Solutions, 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, derivative data and metadata generated in connection with the Solutions.

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, 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. The Receiving Party shall not disclose any Confidential Information of the Disclosing Party except: (i) to the personnel of the Receiving Party or its parent, subsidiary or

affiliate organizations having a need to know; or (ii) to the personnel of the Receiving Party’s consultants and service providers having a need to know, and only then if such consultants and service providers are bound by confidentiality and non-disclosure commitments substantially similar to those contained herein. 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.

8. WARRANTIES; DISCLAIMER.

8.1 Everbridge Warranty. Everbridge shall use commercially reasonable efforts to provide the Services herein contemplated. To the extent professional services are provided, Everbridge shall perform them in a professional manner consistent with industry standards.

8.2 Disclaimer. NEITHER EVERBRIDGE NOR ITS LICENSORS WARRANT THAT THE SOLUTION 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 SOLUTION 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. THIS AGREEMENT DOES NOT LIMIT OR DISCLAIM ANY OF THE WARRANTIES SPECIFIED IN THE GSA SCHEDULE 70 CONTRACT UNDER FAR 52.212-4(O). IN THE EVENT OF A BREACH OF WARRANTY, THE U.S. GOVERNMENT RESERVES ALL RIGHTS AND REMEDIES UNDER THE CONTRACT, THE FEDERAL ACQUISITION REGULATIONS, AND THE CONTRACT DISPUTES ACT, 41 U.S.C. 7101-7109.

8.3 Customer Representations and Warranties. Customer represents and warrants that during use of the Solutions, 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 Solutions 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 Solutions. Customer represents and warrants that all notifications sent through the Solutions shall be sent by authorized Users, and that the collection, storage and processing of Customer Data, and the use of the Solutions, 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. [Intentionally Deleted]

9.2 By Everbridge. Everbridge shall 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 Solution directly infringes an issued patent or other IP Right in a

country in which the Solution is 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 Solution; (ii) replace same with a non-infringing service; (iii) modify such Solution 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 Solution in combination with other products, equipment, software or data not supplied by Everbridge, (y) any use, reproduction, or distribution of any release of the Solution other than the most current release made available to Customer, or (z) any modification of the Solution by any person other than Everbridge.

9.3 Indemnification Process. Customer shall (a) promptly give notice of the Claim to Everbridge once the Claim is known; (b) cooperate with Everbridge's efforts to defend and settle the Claim; and (c) provide Everbridge with all available information and reasonable assistance in connection with the defense of the Claim.

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. This clause shall not impair the U.S. Government's or State of Florida's right to recover for fraud or crimes arising out of or related to this Agreement under any federal or State fraud statute. Furthermore, this clause shall not impair nor prejudice the U.S. Government's right to express remedies provided in the schedule contract (i.e. Price Reductions, Patent Indemnification, Liability for Injury or Damage, Price Adjustment, Failure to Provide Accurate Information).

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.

11.2 Force Majeure; Limitations. See GSA Schedule 70 contract and individual ordering document.

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. This Agreement shall be governed and construed in accordance with the laws of Florida.

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 2 business days after mailing) to the other party at the address set forth below. Either Party may change its address by giving notice as provided herein. Invoices shall be sent to the Customer's contact and address following Customer's signature below.

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

11.8 Entire Agreement. [Intentionally Deleted]

11.9 Marketing. Everbridge shall obtain Customer's express written consent in order to reference Customer's name and logo as an Everbridge customer in Everbridge publications, its website, and 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.

11.13 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.

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.

If Client Is Ordering Nixle® Branded Products or Community Engagement:

1. Client grants to Everbridge a non-exclusive, royalty free, worldwide and perpetual right and license (including sublicense) to (a) use, copy, display, disseminate, publish, translate, reformat and create derivative works from communications Client sends through the Solutions for public facing communications to citizens, other public groups and public facing websites, including social media (e.g., Google®, Facebook®) (collectively, "**Public Communications**"), (b) use and display Client's trademarks, service marks and logos, solely as part of the Public Communications to Contacts who have opted in to receive those Communications, and on other websites where Everbridge displays your Public Communications, as applicable, and (c) place a widget on Client's website in order to drive Contact opt-in registrations.

If Client Is Ordering Everbridge Branded Products:

1. **Data Feeds.** Notwithstanding anything to the contrary in this Agreement, to the extent that Customer has purchased or accesses Data Feeds, 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, 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. "**Data Feed**" means data content licensed or provided by third parties to Everbridge and supplied to Customer in connection with the Solution (e.g., real time weather system information and warnings, 911 data, third party maps, and situational intelligence).
2. **Incident Management/IT Alerting.** For Customers purchasing the Incident Management or IT Alerting Solution, unless designated as unlimited: (a) Customers 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) Customer shall be provided the number of incident templates purchased pursuant to the Quote. "**Incident Administrator**" means an individual who is authorized by Client as an organizational administrator for the Incident Management or IT Alerting Solution. "**Incident Operator**" means an individual who is authorized by Client as an operator of the Incident Management or IT Alerting Solution.

EXHIBIT B
IPAWS- CMAS/WEA Addendum

This addendum is incorporated by reference into the Agreement as applicable based on the purchase of IPAWS-CMAS/WEA services 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.
1. 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.
2. 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.
3. 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.