



CAECD Board of Managers | Agenda

10:30 a.m., or upon adjournment of the Executive Committee
Wednesday, June 14, 2023
CAPCOG Lantana Room
6800 Burleson Road, Bld. 310, Ste. 155
Austin, Texas 78744

Judge James Oakley, Burnet County, **Chair**
Mayor Lew White, City of Lockhart, **First Vice Chair**
Commissioner Debbie Ingalsbe, Hays County, **Second Vice Chair**
Council Member Matthew Baker, City of Round Rock, **Secretary**
Mayor Jane Hughson, City of San Marcos, **Parliamentarian**
Mayor Brandt Rydell, City of Taylor, **Immediate Past Chair**
Council Member Mackenzie Kelly, City of Austin
Commissioner Clara Beckett, Bastrop County
Mayor Connie Schroeder, City of Bastrop
Council Member Kevin Hight, City of Bee Cave
Judge Brett Bray, Blanco County
Mayor Rachel Lumpee, City of Blanco
Commissioner Joe Don Dockery, Burnet County
Judge Hoppy Haden, Caldwell County
Judge Dan Mueller, Fayette County

Council Member Ron Garland, City of Georgetown
Council Member Esmeralda Mattke Longoria, City of Leander
Commissioner Steven Knobloch, Lee County
Judge Ron Cunningham, Llano County
Mayor Pro Tem Doug Weiss, City of Pflugerville
Council Member Janice Bruno, City of Smithville
Judge Andy Brown, Travis County
Commissioner Ann Howard, Travis County
Commissioner Russ Boles, Williamson County
Commissioner Cynthia Long, Williamson County
Senator Pete Flores
Representative Stan Gerdes
Representative Terry Wilson

1. **Call to Order and opening remarks by the Chair**
2. **Consider Approving Minutes for the May 10, 2023 Meeting**
3. **Consider Approving Vendor for Regional Notification System**
Martin Ritchey, Director of Homeland Security
4. **Consider Approving Appointments to Advisory Committee**
Deborah Brea, Executive Assistant
5. **Staff Reports**
Betty Voights, Executive Director
6. **Adjourn**



CAECD Board of Managers | Summary Minutes

10:30 a.m. or upon adjournment of the Executive Committee, Wednesday, May 10, 2023
6800 Bureson Road
Building 310, Suite 165
Austin, Texas 78744

Present (16)

Judge James Oakley, Burnet County, **Chair**
Mayor Lew White, City of Lockhart, **1st Vice Chair**
Commissioner Debbie Ingalsbe, Hays County, **2nd Vice Chair**
Council Member Matthew Baker, City of Round Rock, **Secretary**
Mayor Jane Hughson, City of San Marcos, **Parliamentarian**
Mayor Brandt Rydell, City of Taylor, **Immediate Past Chair**

Council Member Mackenzie Kelly, City of Austin
Mayor Connie Schroeder, City of Bastrop
Council Member Kevin Hight, City of Bee Cave
Commissioner Joe Don Dockery, Burnet County
Judge Dan Mueller, Fayette County
Commissioner Steven Knobloch, Lee County
Mayor Pro Tem Doug Weiss, City of Pflugerville
Council Member Janice Bruno, City of Smithville
Commissioner Cynthia Long, Williamson County
Commissioner Russ Boles, Williamson County

Absent (9)

Commissioner Clara Beckett, Bastrop County
Judge Brett Bray, Blanco County
Mayor Rachel Lumpee, City of Blanco
Judge Hoppy Haden, Caldwell County
Council Member Ron Garland, City of Georgetown

Council Member Esme Mattke Longoria, City of Leander
Judge Ron Cunningham, Llano County
Judge Andy Brown, Travis County
Commissioner Ann Howard, Travis County

1. **Call to Order and opening remarks by the Chair**

Judge Oakley called the meeting to order to 10:44 a.m.

2. **Consider Approving Minutes for the April 12, 2023 Meeting**

A motion was made by Commissioner Boles to approve the minutes. Council Member Baker seconded the motion. The motion passed unanimously.

3. **Consider Approving Interlocal Agreement (ILA) with the City of Kyle for Relocation of the Kyle Police Department 9-1-1 Public Safety Answering Point and Related Costs**

Richard Morales Jr., Director of Emergency Communications

Mr. Morales explained that the City of Kyle is moving its public safety answering point operations from the Hays County Public Safety Center to the new Kyle Public Safety Center and there would be four call taking positions impacted by the move. He noted that Kyle agreed to pay relocation costs if it moved from the joint facility. Mr. Morales said the cost was about \$178,000 for the move — \$125,000 for a new fiber connection and about \$53,000 for a UPS at the new site. He noted the ILA would allow Kyle to reimburse CAPCOG for the cost.

A motion was made by Commissioner Ingalsbe to approve an ILA with the city of Kyle for relocating the Kyle Police Department's 9-1-1 Public Safety Answering Point. Mayor Hughson seconded the motion. The motion passed unanimously.

4. **Consider Approving AT&T Service Agreement for GeoComm Mapping Services with Maintenance and Support**

Richard Morales Jr., Director of Emergency Communications

Mr. Morales said all PSAPs in the region are using GeoComm mapping services so emergency telecommunicators can have dependable mapping of 9-1-1 callers' locations. He noted those services are being upgraded to a new system. The new system has an initial \$148,000 cost and then a \$96,000 cost for continual maintenance and operations per year, which will be paid as needed because a new mapping service will be implemented as part of the installation of the Next Generation 9-1-1 (NG9-1-1) call handling system's equipment. He noted the GeoComm mapping service would need to remain online until the new systems are fully installed and tested throughout the region.

A motion was made by Mayor Pro Tem Weiss to approve the AT&T service agreement for GeoComm Mapping Services with maintenance and support. Mayor Hughson seconded the motion. The motion passed unanimously.

5. **Consider Approving Vendor for Replacement of 9-1-1 Call Handling Equipment**

Richard Morales Jr., Director of Emergency Communications

Mr. Morales said CAPCOG has received \$8.8 million from the state in federal funds to purchase and install a new call handling system that supports NG9-1-1, and that the rest of the cost will need to be budgeted from the region's fee revenue. He thanked the review committee which provided input about the quotes submitted during the RFP process for the call handling systems equipment purchase and installation. Mr. Morales said CAPCOG received two RFP replies that met its requirements — Intrado and Motorola.

Mr. Morales said after staff and the review committee evaluated and ranked the proposals, Intrado's was denoted as the preferred. He said the Intrado contact has a \$12 million capital equipment cost and a \$6 million maintenance cost for the first five years; an additional two years of maintenance would cost \$5 million. Mr. Morales requested that CAPCOG be able to negotiate with Intrado to further explore the cost.

Commissioners Dockery and Long expressed concerns about the high cost of the maintenance, especially in the final years of the proposed contract. Ms. Voights responded that staff had the same concerns which is why they weren't seeking authorization for Years 6 and 7 maintenances at that time. She added that the quote for years 1 through 5 maintenance was in line with current budgeted costs. Discussion followed about the review committee's scoring having the two proposals very close. Ms. Voights acknowledged that the committee had put it a lot of work, but their review was limited to being users of the equipment in the PSAP while our staff must also take into consideration all aspects of managing the installation, maintenance and operations of a regional system.

Mayor Schroeder asked if the vendors' costs were similar and their review scores were close, wouldn't CAPCOG benefit from being able to negotiate with both if an agreement can't be reached with the first-choice vendor. Ms. Voights said that could be an option, but the next step was for CAPCOG staff to break down the quotes from the vendor being recommended to get a better understanding of what costs are embedded and the total pricing could go down.

A motion was made by Commissioner Long to allow the CAPCOG Executive director to negotiate a contract with Intrado – VIPER Solution for the replacement of the region's 9-1-1 call handling equipment, and to negotiate with a second vendor if a contract agreement can't be reached. Mayor Schroeder seconded the motion. The motion passed unanimously.

6. **Staff Reports**

Betty Voights, Executive Director

Commissioner Long asked for an update about the 9-1-1 funding bills in the state legislature. Ms. Voights

said the bill to extend the 9-1-1 American Rescue Plan Act funding one year from the current deadline to December 2024 is still progressing. She said she understood HB 9 was moving forward and this would fund another one-time set aside for NG 9-1-1 along with broadband; however, it would need a constitutional amendment vote.

7. Adjourn

Judge Oakley Adjourned the meeting at 11:10 a.m.

Council Member Matt Baker, Secretary
Board of Managers
Capital Area Emergency Communications District

Date

CAPITAL AREA EMERGENCY COMMUNICATIONS DISTRICT BOARD OF MANAGERS MEETING

MEETING DATE: June 14, 2023

AGENDA ITEM: #3 Consider Approving Vendor for Regional Notification System

GENERAL DESCRIPTION OF ITEM:

CAPCOG’s Regional Notification System (RNS) is a regional emergency communications tool managed by CAPCOG’s Homeland Security Division that transmits emergency notifications using multiple pathways including texts, phone messages, and e-mails. CAPCOG has maintained a RNS since 2004 with the CAECD providing funding since 2014. CAPCOG’s current five-year contract with Everbridge was procured in 2018 and is set to expire on September 30, so CAPCOG staff conducted a request for proposals (RFP) to solicit bids for a new five-year contract, with the option to extend beyond the five-year period. Regional stakeholders have expressed a preference for a longer-term contract of this nature due to the high transaction cost to staff and systems to transition from one system to another, which CAPCOG did in 2018. Approval of a contract now is important to ensure that CAPCOG has access to a system following the end of the term of the current contract, and to allow time for any transition to a new vendor if necessary between now and the end of September.

As explained further in the procurement memo, CAPCOG received a total of five proposals, however, staff determined that only two of them were fully responsive on some key requirements from the RFP: Everbridge and Genasys. Following a review of these proposals by CAPCOG staff and a small committee of key regional stakeholders, staff recommend awarding the contract to Everbridge, with the inclusion of options for American Sign Language features and an evacuation tool that the board may wish to exercise in the future if funding is available. For reference, the annual cost for CAPCOG’s existing service is \$356,654 per year, so this contract would represent a 3% increase in costs relative to CAPCOG’s current contract.

THIS ITEM REPRESENTS A:

- New issue, project, or purchase
- Routine, regularly scheduled item
- Follow-up to a previously discussed item
- Special item requested by board member
- Other

PRIMARY CONTACT/STAFF MEMBER: **Martin Ritchey, Director of Homeland Security**

BUDGETARY IMPACT:

Total estimated cost: \$1,836,763 (\$367,352.60 per year for initial 5 years)

Source of Funds: 9-1-1 Fees

Is item already included in fiscal year budget? Yes No

Does item represent a new expenditure? Yes No

Does item represent a pass-through purchase? Yes No

If so, for what city/county/etc.? _____

PROCUREMENT: Request for Proposals

ACTION REQUESTED:

Authorize the Executive Director to negotiate and execute a five-year contract with Everbridge, with the option to extend the contract for up to two, one-year periods.

BACK-UP DOCUMENTS ATTACHED:

1. Procurement Memo
2. Proposal from Everbridge

BACK-UP DOCUMENTS NOT ATTACHED (*to be sent prior to meeting or will be a handout at the meeting*):

None



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BASTROP BLANCO BURNET CALDWELL FAYETTE HAYS LEE LLANO TRAVIS WILLIAMSON

MEMORANDUM

May 26, 2023

TO: Capital Area Emergency Communications District Board of Managers

FROM: Martin Ritchey, CAPCOG Director of Homeland Security

RE: Regional Notification System (RNS) Procurement

CAPCOG's current RNS system has been very reliable and has been used for a variety of emergency situations, including floods, wildland fires, winter storms, COVID, hazardous materials incidents, Special Weapons and Tactics (SWAT) incidents, boil water notices, and at-large suspects and jail escapees. There are approximately 600 individual users of the current system operating across more than 75 sub-organizations, with over 2.4 million contacts with delivery methods that include residential phone lines, cell phones, text messages, and e-mail addresses. Since CAPCOG's existing five-year contract for its RNS is set to expire in September, CAPCOG staff issued a Request for Proposals (RFP) on April 28, 2023, in accordance with CAPCOG's procurement policy for contracts valued at more than \$50,000, with proposals due on May 19, 2023. CAPCOG received a total of five proposals:

1. Everbridge (CAPCOG's current vendor);
2. OnSolve (CAPCOG's previous vendor from 2014-2018);
3. Hyper-Reach;
4. Genasys; and
5. Re-Group.

Upon staff review of each proposal and whether each of them met the minimum requirements of the RFP, staff determined that only two did: Everbridge and Genasys. A committee consisting of two CAPCOG staff members and three key regional stakeholder representatives reviewed and scored these two proposals:

1. CAPCOG Director of Homeland Security Martin Ritchey;
2. CAPCOG Crisis Information Systems Manger Matt Zimmerman;
3. Hays County Director of Emergency Services (EMC) and CAPCOG Homeland Security Task Force (HSTF) Chair Mike Jones;
4. City of Georgetown Emergency Management Coordinator and CAPCOG HSTF Vice-Chair Christy Rogers;
and
5. City of Austin consultant and former Assistant Director of Homeland Security and Emergency Management Scott Swearengin.

A summary of the scores and feedback assigned to the two proposals is shown below.

After a complete review of the proposals and product demonstrations by the vendors, members of the committee independently scored eighty-nine questions from the completed RFPs. All five member's scores placed Everbridge above Genasys in the proposal and demonstration comparison. The difference in the total average score was 12% or 707.75 for Everbridge vs 631.5 points for Genasys.

Cost Comparison

The following table summarizes the five-year costs for Everbridge and Genasys for the base systems and options. Costs for both are the same each year (i.e., no one-time costs), and both proposals allow for unlimited messages. CAPCOG estimates that it needs the capacity to send out about 20 million messages per year, and some of the other proposals that did not make it past the initial screen (OnSolve and ReGroup) included variable costs for messages that would have made their base services more expensive than either Everbridge or Genasys.

Table 1. Proposal Cost Comparison

Item	Everbridge	Genasys	Difference (Everbridge – Genasys)
Annually	\$367,352.60	\$310,000	\$57,352
Five Year	\$1,836,763	\$1,550,000	\$286,763

Staff Recommendation

Although Everbridge has a higher annual cost, staff agrees with the stakeholders and recommends Everbridge. The functionality and capability of Everbridge is seen as superior. The system is a known commodity locally as it has been in use for five years in our region. Staff believes Everbridge will actually cost less during the initial year as the stakeholder cost related to retraining all personnel would erase any savings (see note below on transaction cost).

Note on vendors that did not meet Minimum Requirements

Three vendors who submitted proposals were not scored due to not meeting some key RFP requirements that would have been needed to compare what each vendor was offering. These items were included in order to ensure that CAPCOG can continue to access the same level of service that the region is currently receiving while also providing options for enhanced service in the future if funding is available. Some of these key requirements included:

- Vendors must provide a curated cell phone list representing at least 50% of all cell phones in the region with a geolocated address for use in the system, and to update the list not less than one time per month;
- In order to be considered responsive, proposals must address whether or not it could provide each of the following optional features, and identify the incremental cost of that feature if there is one:
 - An evacuation tool;
 - American Sign Language (ASL) translation or avatar;
 - Integration with ESRI or other GIS software, including the ability to use web services to access the most current version of a GIS feature service;
 - Detailed system activity reporting that can be collected at the account level instead of needing to access detailed reports at the sub-organization level.

The table below summarizes CAPCOG's review of whether reach vendor was responsive to all of these items.

Table 3. Proposal Responsiveness Review Summary

Vendor	Curated Cell Phone List	Evacuation Tool	ASL translation or avatar	GIS Integration	Reporting at Account Level	All Items
Everbridge	Yes	Yes	Yes	Yes	Yes	Yes
Onsolve	Yes	Yes	<u>No*</u>	Yes	Yes	<u>No</u>
Hyper-Reach	Yes	Yes	<u>No**</u>	Yes	Yes	<u>No</u>
Genasys	Yes	Yes	Yes	Yes	Yes	Yes
ReGroup	<u>No***</u>	Yes	Yes	Yes	Yes	<u>No</u>

*Onsolve indicates they have a partner vendor that can provide these services, but does not provide any pricing

**Hyper-reach includes a one-time cost for set-up and mentions having partner vendors that can provide on-going support, but does not include pricing for that ongoing support

***ReGroup says “see cost proposal” in its application, but then does not include details in the cost proposal

Note on “Transaction Cost” to the Region for a Transition

CAPCOG included a requirement in the RFP for a detailed plan to accomplish a smooth transition to a new system no later than October 1, 2023, if the proposal was from a vendor other than the incumbent. And while a comparison of the financial costs for each vendor is an important part of the vendor selection process, there are also “transaction” costs that would accompany any change in vendors that are difficult to quantify, but can provide some perspective on the level of effort that may be required from CAPCOG staff and other regional partners if a transition were to occur, and an order of magnitude-level idea of how much of a price reduction or quality improvement relative to CAPCOG’s existing vendor would be needed for such a translation to be worthwhile for the region. Based on some broad assumptions about the amount of time CAPCOG and other regional staff may need to spend on such a transition, we estimate that between \$100,000 - \$150,000 worth of staff time may be necessary for a vendor transition over a three-month period.



Everbridge Mass Notification

Presented to

Capital Area Council of Governments

**In Response to Capital Area Council of Governments
Request for Proposals for a Capital Area Regional
Notification System.**



Everbridge Mass Notification

Presented to:

Capital Area Council of Governments

5/19/2023

Prepared by:

Barbara Stoker

Everbridge

25 Corporate Drive, 4th Floor

Burlington, MA 01803

801.939.3202

Non-Disclosure

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

5/19/2023

Capital Area Council of Governments
CAECD-RFP@capcog.org

Re: Capital Area Council of Governments Request for Proposals for a Capital Area Regional Notification System.

Dear Council:

On behalf of Everbridge, I appreciate the opportunity to present this comprehensive proposal to Capital Area Council of Governments in response to the Capital Area Council of Governments Request for Proposals for a Capital Area Regional Notification System.. Based on your requirements, I am confident that Everbridge Mass Notification will continue to meet your organization's needs and expectations.

We look forward to continuing to be your critical communications partner for years to come.

Best regards,

*Barbara Stoker***Barbara Stoker**

Everbridge, Inc.

Senior Account Manager

801.939.3202

Barbara.Stoker@everbridge.com

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Executive Summary

My team and I are grateful for the opportunity to participate in your RFP for a Regional Notification System and we are confident in our abilities to serve the residents and employees of CAPCOG with the highest available level of service and reliability.

The solutions included in our offering are all a direct result of 20 years of continuous development and improvement driven by our customers' needs. The purpose-built Everbridge platform is designed to support your mission critical notifications during any crisis or hazardous and all situation.

In our technical response below you will find details on the components that make up the CAPCOG Everbridge solution. This includes:

- ◆ Mass Notification Pro, our top-of-the-line solution for communicating with residents and employees via voice, SMS, desktop takeover, web, social media, IPAWS, and more
- ◆ Resident Connection, providing over 1 million geocoded contacts (cell phone, SMS, Landline, VOIP, address) for residents and businesses
- ◆ Community Engagement, anonymous opt-in via keywords for persistent or temporary use
- ◆ Multiple Organizations to allow local control over alerting and contact management
- ◆ Premium audio bulletin boards to provide prerecorded information for incoming callers

There are many key differentiators that make Everbridge the clear choice when it comes to keeping your residents and employees safe and out of harms way. Some of those include reliability, security, our commitment to improvement through research and development, and the army of talented people in the trenches supporting you every day.

RELIABLE EMERGENCY MASS NOTIFICATION DELIVERY

- ◆ Everbridge deploys at least two SMS aggregators and voice carriers in every market we reach. As a result, Everbridge monitors and redirects communications across multiple, global voice and SMS channels to ensure the most reliable delivery of communications, without a reliance on a single voice or SMS carrier.
- ◆ Everbridge has the most SMS delivery codes supported in the industry allowing communications at scale in all environments.
- ◆ 6 billion notifications delivered per year.
- ◆ 2 billion people reached.
- ◆ 160+ worldwide patents.
- ◆ 350+ ecosystem integrations.
- ◆ 100+ contact paths (e.g., text, email, mobile app, voice call, slack, social media, desktop, etc.)

BEST IN INDUSTRY SECURITY

- ◆ Our platform is built on a secure and resilient cloud infrastructure with multiple layers of redundancy. Our enterprise applications are designed to meet rigorous security and compliance requirements. Our customers trust Everbridge because we are the only provider in the industry that can offer the following:
- ◆ Compliance with FedRAMP, TEXRAMP, HIPAA, GDPR, FISMA, SOC II, SOC III, ISO27001, ISO27701, NIST, Safety Act, FINRA, and more.

CONTINUAL INVESTMENT IN THE PLATFORM

- ◆ Everbridge devoted \$82 Million in Research and Development in 2021 (22% of Revenue).
- ◆ As noted in our public SEC filings, Everbridge reinvested \$357 Million in 2021 and an incremental \$390 Million of reinvestment in 2022 into the company to ensure a best-in-class operation and support structure for our clients.
- ◆ The Everbridge Research and Development team has over 550 staff, which in that one department alone is more than many of our competitors have on their entire staff.

- Product Enhancement Highlights from 2022

- + *New shared SMS gateway to enable integration of new SMS aggregators.*
- + *New microservices to facilitate integration with any product for core capabilities.*
- + *Multi-Lingual Notifications for Public Safety: end-user selects language preference.*
- + *Next generation workflow automation using Flow Designer.*
- + *Everbridge Suite Mobile Web UX Refresh.*
- + *CEM UX Enhancements.*
- + *Enhanced Intel Services.*
- + *Brand new GSOC for Risk Analyst Team.*

AWARD WINNING CUSTOMER SUPPORT

- ◆ Ongoing Customer Support is vital for a strategic customer like CAPCOG. Our client satisfaction scores are nearly double those of our peers. CAPCOG will have direct access to two points of contact in addition to our support teams to assist with best practices, requests for enhancement, and escalations.
- ◆ All customers have 24x7x365 access to Tier 1 and Tier 2 support teams via phone and email including
- ◆ Network Operations team responsible for system health.
- ◆ Access to global Support/Operations Centers for Redundant Live Support and Unlimited Access to
- ◆ Everbridge University classes
- ◆ Another key differentiator is our Live Operator feature where a message can be initiated on a customer's behalf should ability to access the internet be interrupted.
- ◆ Our Customer Support team recently won the Stevie Award for Customer Service Team of the Year, as well as the Best Customer Experience Award from Help Desk Institute in 2021

Summary

The entire Everbridge team is committed to providing CAPCOG with the best Regional Notification System available. With the most advanced and reliable technology, an experienced and talented team of experts, and an unwavering dedication to your success, Everbridge is an outstanding choice for your RNS needs.

Application Information and Capabilities Form

Everbridge has completed the form above and provided it as an attachment to this response.

Price Plan

Pricing for your RNS from Everbridge is simple and straightforward. As requested, we have provided you with a five-year contract with a fixed price billed annually. The annual price to CAPCOG, all inclusive, is \$367,352.60. This does not include the optional solutions. There are no startup costs for implementation or professional services.

Your Regional Notification System included unlimited use and the following features (also detailed in the Mass Notification Pro Inclusion Sheet);

- 2,551,442 available contacts for residents and employees
- 15 Premium Audio Bulletin Boards
- 50 Organizations
- 50 Keywords for use with Community Engagement
- Unlimited Administrator and User accounts
- No charge mobile app for residents/employees
- No charge ManageBridge app for administrators and system users
- Incident Communications
- Unlimited Emergency Alerting for Desktops
- Advanced Security pack including Single Sign-on
- Open API with Email Ingestion

Your Regional Notification System also includes access to Resident Connection and the Life Safety database. Resident Connection currently includes 1,073,000 contacts for your area. This data is updated monthly with the latest contacts.

For your consideration, we have included pricing and information for optional Everbridge solutions. This includes our Technical Account Management services and both remote and on-site professional services for training and custom development. Detailed descriptions of each are on the inclusion sheets following our pricing proposal.

QUANTITY	DESCRIPTION	PRICE
2,551,442	Mass Notification Pro (*See description below)	\$ 317,352.60
15	Additional SLG Premium Audio Bulletin Board	No cost
50	Everbridge Additional Organizations	No cost
2,551,442	Resident Connection – Life Safety - USA	\$ 50,000
50	Additional Community Engagement Keywords	No cost
Total Yearly Cost		\$ 367,352.60

***Mass Notification Pro includes:**

- Unlimited voice, SMS, email, mobile app, TTY/TDD, fax, pager, social media, IPAWS, full-screen desktop notifications
- Unlimited administrators and users
- Community Engagement, Incident Communications, and Premium Audio Bulletin Board, SMARTWeather, Emergency Desktop Alerts, API, Directory Chat, SSO

Optional Features

DESCRIPTION	PRICE
**Technical Account Manager (TAM) – Part-time - 20 hours/month	\$ 60,000
Technical Account Manager (TAM) – Part-time - 40 hours/month	\$ 120,000
Technical Account Manager (TAM) – Full-time – 40 hours per week	\$ 300,000
ProServ Consulting – Services Remote Delivered (10 Hour Minimum)	\$ 3,300
ProServ Consulting - Onsite Hours Consulting Services (per hour fee/T&E included in price)	\$ 430 per hour
ASL Translation Tool – Deaf Link	\$254,275/year
Evacuation Tool – Mass Notification Pro	Functionality included in MN Pro subscription at no additional cost

****Technical Account Manager (TAM)*****Service Overview***

The Everbridge TAM service is a Professional Services package that allocates a set number of hours to be used throughout the contract year for a variety of activities that help a customer adopt, expand, support, and gain value from their Everbridge solution.

Everbridge will assign a partially or fully dedicated Technical Account Manager to assist the client with a variety of activities, which may include the following: acting as an advocate for the client within Everbridge by overseeing and helping to prioritize open cases within Support, managing ongoing technical projects and requests, and providing feedback on how the client can gain the most value out of their Everbridge solution through a Quarterly Business Review.

The Technical Account Manager is equipped with outstanding technical product knowledge, communication, and management skills and facilitates a close client-vendor connection through ongoing communication, project oversight, and relationship management.

Scope of Work

The specific activities to be performed are agreed upon mutually between Everbridge and the client and may change month-to-month based on client needs. Following is a list of some sample activities that typically fall under the TAM service offering:

- Customer Support Case Management
- Customer Advocacy
- Value Realization and Best Practices
- Proactive Analysis and Communication
- Direct Product Feedback Forum
- Quarterly Business Reviews

Optional Features

CAPCOG are interested in various optional features that are described below. In order to be considered responsive, a proposal must address whether it can or cannot provide each of the following optional features, and identify the incremental cost of that feature if there is one. CAPCOG reserves the right to include all, none, or some of these features in a contract awarded under this RFP, including a contingent basis.

1. Evacuation Tool

The Mass Notification Everbridge tool can be used to notify residents of evacuation using multimodal methods like phone calls, texts, and emails and through additional channels like IPAWS, web posting, and social media within one page. The Universe tool can be used to notify geolocated contacts through predefined evacuation zones or within a incident specific shape. Alerts can be sent using templates in under 2 minutes to warn residents of immediate evacuation.

2. ASL translation or avatar;

Deaf Link's Accessible Hazard Alert System (AHAS™) helps Emergency Management reach the whole community by converting emergency notifications into American Sign Language (ASL) videos with English/Spanish voice and Text, including text formats readable by web-connected Braille readers. AHAS™ provides 24/7 accessible emergency information for persons who are Deaf, Hard of Hearing, Blind, Deaf-Blind or have literacy challenges. AHAS™ is an opt-in subscriber-based system. Alerts are delivered at no cost to the subscriber. Deaf Link supports the communication needs of persons with sensory disabilities within the Access and Functional Needs (AFN) community throughout the entire life cycle of emergency events and disasters.

The base AHAS™ program will provide CAPCOG with 24/7 capability to send accessible alerts and emergency information in response to all Emergency Alert System (EAS) event codes for Warnings, Watches, and Emergencies, Civil Emergency Messages (CEM), Terrorism events, Amber Alerts, and National Weather Service (NWS) watches and warnings as directed by CAPCOG.

The AHAS system can work in conjunction with Everbridge, allowing for a single-entry point for delivery of AHAS alerts and utilization of the Everbridge geo-mapping capability.

- AHAS is a web-based, accessible, opt-in notification system. AHAS websites are intended to provide an accessible community portal for emergency alerts and preparedness information.
- Alerts are sent to cell phones in SMS and Email formats with an embedded link that opens the alert.
- Alerts are created in American Sign Language (ASL) video for persons who are Deaf and rely on ASL. Deaf Link's ASL interpreters are advanced Certified and liability insured.
- English Voice for persons who are Blind or may be Literacy challenged.
- Plain Text for persons who are Hard of Hearing (HOH) and use English as their primary language.

- AHAS provides text formats suitable for internet connected braille devices for persons who are Blind or Deaf-Blind
- AHAS alerts can include maps or other graphics.
- AHAS alerts are created in HD air-ready video format and can be sent to local TV stations.
- Accessible Alerts averaging 150 words (free form) delivered in 15 minutes or less
- Time Critical Messages - Tornado Warnings are pre-recorded for immediate delivery followed by additional updates.
- The AHAS program operates 24/7/365. AHAS can monitor and respond to the National Weather Service watches and warnings. Emergency Alert System (EAS) for Watches, Warnings, Civil Emergencies, Terrorism, or other emergencies or receive iNWS alerts through Everbridge for conversion into accessible AHAS alerts.
- The AHAS program utilizes Common Alerting Protocol (CAP) and is FEMA - IPAWS (Integrated Public Alert and Warning System) compliant.
- An optional AHAS program can deliver Spanish alerts in voice (audio file) and Spanish text translation. Deaf Link uses only certified interpreters not mechanical translations.

3. Integration with ESRI or other GIS software, including the ability to use web services to access the most current version of a GIS feature service

Everbridge allows users to upload shape files from any solution, such as ESRI in ZIP and KML formats to target specific geographic areas. In addition, Everbridge offers ESRI as a standard base map layer option. Beyond the supported file types for shapefiles listed here, there are no other known limitations on our shapefile support.

4. Detailed system activity reporting that can be collected at the Account level instead of needing to access detailed reports at the sub-organization level

Everbridge complies. Everbridge's SaaS production infrastructure provides auditing of all Administrator actions for reporting when needed. Automated auditing includes tracking all activity (add, delete, change) on all data in the system. Detailed broadcast and ad hoc reports provide an audit trail for legal compliance requirements.

Everbridge RFP Representation (Legal response)

Everbridge and Capital Area Council of Governments (“CAPCOG”) have a longstanding customer relationship and Everbridge respectfully proposes that the existing Everbridge, Inc. Master Service Agreement, dated June 26, 2018, continue to govern the terms of the relationship. A copy of the Agreement as amended is included in the RFP response. The Everbridge, Inc. Master Services Agreement has been negotiated in a fair and balanced manner to address each party’s rights and obligations that are applicable to a SaaS-subscription model engagement and covers all service Solutions we offer.

Should CAPCOG have any concerns or need for clarification regarding these terms, we respectfully request the opportunity to address those prior to a final determination by CAPCOG.



Proposal Materials

Critical Event Management Overview

Our world is full of complexity and rapidly changing environments, which opens the door to an increasing number of threats and disruptions. Emergency Managers and public safety officials have increasingly had to consider a wide range of events and external factors that can have a significant impact on the functioning of their organizations, despite seeming completely independent of their work. Public and private-sector organizations are constantly navigating critical events that pose risk to their populations, communities, employees, assets, and operations.

Over the past two decades, critical events such as incidents, emergencies, crisis, or disasters have increased in number, size, and impact. While some start small, critical events have the potential to evolve exponentially, often occurring in groups and originating from multiple sources, whether technological, natural, or human-induced. The most common critical events include:

Natural

- Meteorological: heat waves, wildfires, floods, severe storms, hurricanes, cyclones, or droughts
- Biological: disease outbreak and pandemics
- Geophysical: earthquakes and tsunamis, volcanic eruptions, landslides

Human-induced

- Physical security breach or intrusion
- Accidents: fires, explosions, floods, radiation leaks, chemical spills, collapse of industrial infrastructures, nuclear accidents
- Transport accidents: by air, road, rail, or water
- Mass shootings, acts of terrorism, suspicious objects, missing persons
- Supply chain disruption

Technological

- IT infrastructure outage, change failure, application failure or slowdown
- Hardware failure
- Ransomware or other cyberattacks

Everbridge provides public organizations and businesses across the globe with the technology and expertise to anticipate, prevent, prepare for, respond to, and recover from critical events.



- **Know earlier** what is happening and what is about to happen that could impact communities, employees, assets, and operations,
- **Respond faster** to minimize the impact and the cost of critical events, and,
- **Improve continuously** to better manage incidents and build resilience over time.

With decades of experience and a deep understanding of the challenges facing organizations today, Everbridge is proud to be the leader in Critical Event Management. Our top priority is to help keep people safe and organizations running faster. This mission is imbued in everything we do, from how we build our technology to the expertise we employ, and the sharing of best practices within our customer community.

<h2>Experience</h2> <p>Global Public Company</p>	<h2>Innovation</h2> <p>CEM first to market</p>	<h2>Value</h2> <p>Customers for life</p>
<p>Highlights:</p> <ul style="list-style-type: none">• Over 6400 enterprise customers• Available in 200+ countries and territories• 99.99% uptime• Protecting 2+ billion people• Public warning solutions used in 20+ countries	<p>Highlights:</p> <ul style="list-style-type: none">• Hi-fidelity risk intelligence powered by pattern matching• Automated correlation and orchestrated workflows• 160+ worldwide patents• 500+ integrations	<p>Highlights:</p> <ul style="list-style-type: none">• Purpose-built solutions to support customer journey• Everbridge network collaboration with public & private networks• Best in Resilience Certification

Our private sector customers in CAPCOG’s area include companies such as: Tesla, Dow, Valero, Goldman Sachs, Johnson Controls, Dell, Siemens, and Samsung.

We also partner with local, regional, and national governments, national emergency agencies like TDEM, Texas DPS, FEMA, and countries such as: the United States, Australia, New Zealand, Spain, Germany, the United Kingdom, the Netherlands, Norway, Iceland, Sweden, Estonia, and Peru. Public authorities across the globe trust Everbridge’s nationwide population alerting systems to reach millions in seconds when it matters most.

Everbridge Critical Event Management (CEM) Solutions

Mass Notification with Incident Communications

Everbridge is a trusted leader in Mass Notification

Critical events happen every day: severe weather, workplace violence, active shooters, terrorism, IT, and power outages. Everbridge Mass Notification enables you to connect and inform your entire jurisdiction and employee organization in an emergency – within seconds. Facilitate two-way communication and mobilize your response team. Know your residents and people are safe and your infrastructure, critical services, and public trust are protected.

Targeted Broadcast

Reach the Right People with the Right Message, at the Right Time

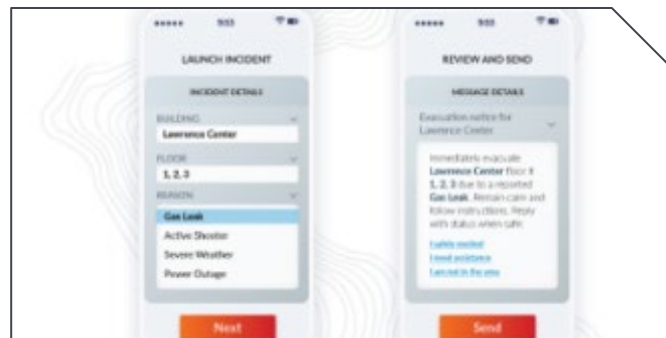
Broadcast to virtually any communication device and channel, including audio, text, and mobile. Easily select your audience – individuals or groups – through lists or geo-targeting. Facilitate two-way communication so you know in real-time that people are safe.



One Platform

Manage Everything in One Simple, Intuitive, and Automated Platform

Send your message in seconds and mobilize a coordinated response with just a few clicks. Integrate easily with external data sources. Eliminate errors with preconfigured templates and guided workflows.



The Most Experienced and Innovative Mass Notification Provider on the Market

With a Proven Methodology for CEM Notification Supported by 20+ Years of Measurable Results

160+
Worldwide Patents

350+
Ecosystem Integrations

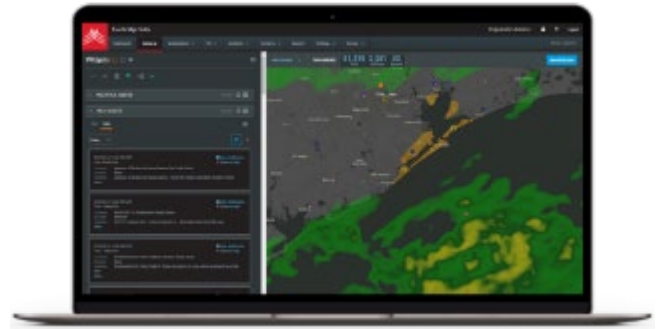
600
million people reached

5B
messages sent yearly

Geo-Intelligent

Send Alerts to 40 Contact Paths

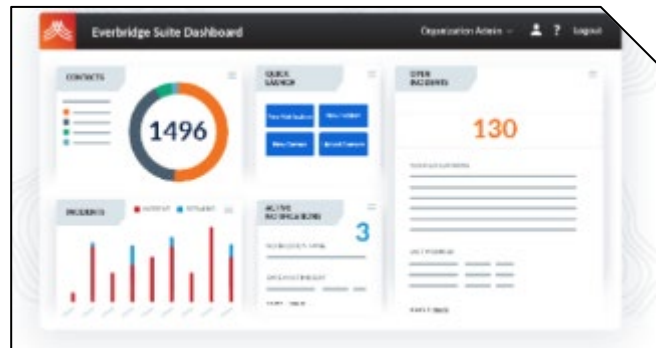
- ◆ Text
- ◆ Email
- ◆ Mobile App Notification
- ◆ Voice Call
- ◆ Digital Signage
- ◆ Social Media & Websites



Simple, Powerful & Intuitive User Interface

Empower Users

- ◆ Manage settings, limits, and defaults through a user-friendly interface
- ◆ Import and organize contact data in a way that is meaningful to your organization
- ◆ Define role-based access controls to separately manage users and contacts
- ◆ Customize portals to allow contacts to update and manage their accounts

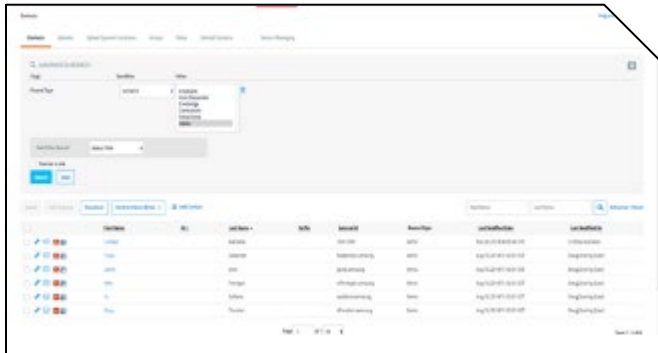
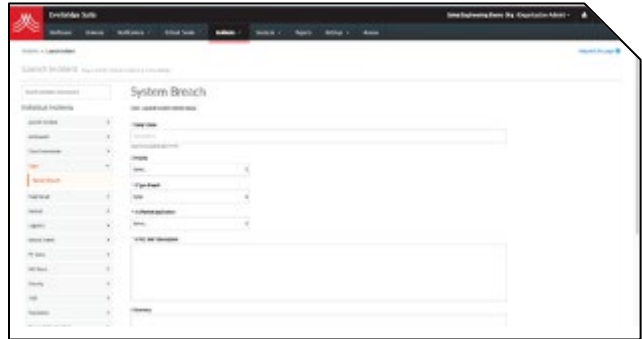


Incident Communications

Every day, disasters impact your residents safety and daily lives, cause disruptions, delay responses to life saving services, and require tracking for compliance and reimbursement purposes. To ensure a quick response and fast resolution, it is critical to follow the correct procedure and include the information required for each incident type. The incident has a prescribed set of processes that must be followed to efficiently respond, notify the correct internal and external stakeholders, and comply with organizational and governmental guidelines.

FORM-DRIVEN TEMPLATES

The easy-to-use interface ensures the right incident communications processes are followed at the right time, and that residents and employees are notified based on the type of incident taking place. Messages are consistent, error-free, and complete every time they are sent to responders and affected individuals. Simply select incident types and fill in the required information. The notification is sent to a pre-defined list of recipients.



HIGHLY CUSTOMIZABLE INCIDENT COMMUNICATIONS

Incident Communication can be configured to fit the needs of CAPCOG and your members with customizable variables and a separate incident response plan by location, capabilities, or facility. Include a multi-step workflow that prompts users to select the correct incident type. Use different Incident templates and settings based on the phase of notification (New, Update, and Close).

The Power of Critical Event Management

TRUSTED
Reliable and scalable Critical Event Management platform that supports you anytime, anywhere globally.

GLOBALLY LOCAL
Personalize your reach to a global audience by broadcasting messages globally, in any language.

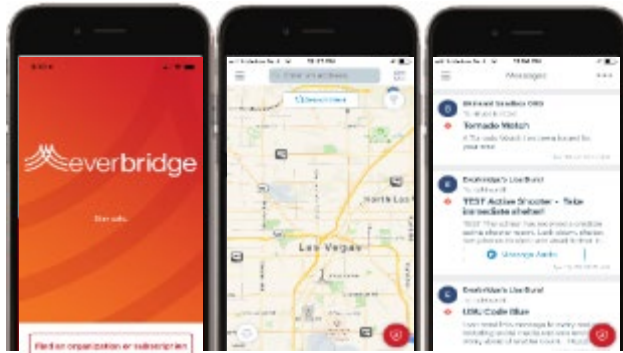
SECURE
325+ security controls so you can securely store your data in your country of preference.

ECOSYSTEM
The largest ecosystem of security and interoperability partners in the industry.

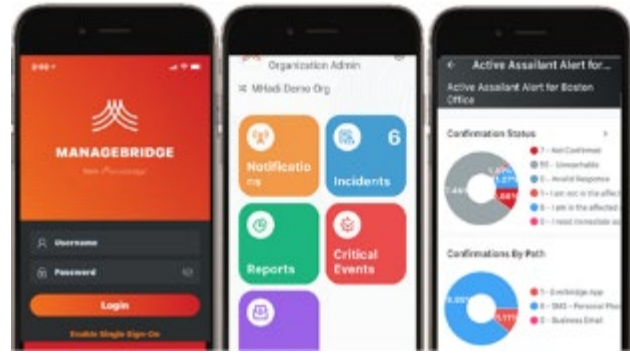
AUDIT READY
Pre-configured and custom dashboards monitor critical events in real-time and allow all activities to be audited and analyzed.

Everbridge Mobile Applications

One Mobile App for Employees



One Mobile App for Administrators



The Everbridge Mobile App allows organizations to request information through polling and allows residents or employees to submit on-the-scene reports including pictures, video, and text descriptions, all through the convenience of their mobile phones.

Key Features of the Everbridge Mobile App

- ◆ *Be the eyes and ears of your community and share geo-location information, pictures, and free-form text as a situation develops*
- ◆ *Opt-in immediately and anonymously*
- ◆ *Receive push alerts from authorized public safety agencies for high-priority messages sent while in a geo-fenced area*
- ◆ *Full control over privacy settings to decide what info is shared and when*
- ◆ *View Nixle safety alerts on a map and filter alerts based on time, priority, and source*

PREMIUM MOBILE CAPABILITIES

The Everbridge Mobile Application supports several premium features including:
Management of On-Call Schedules, Keyword-based opt-in, Crisis and incident response tracking, HIPAA and FISMA compliant secure text, video, file

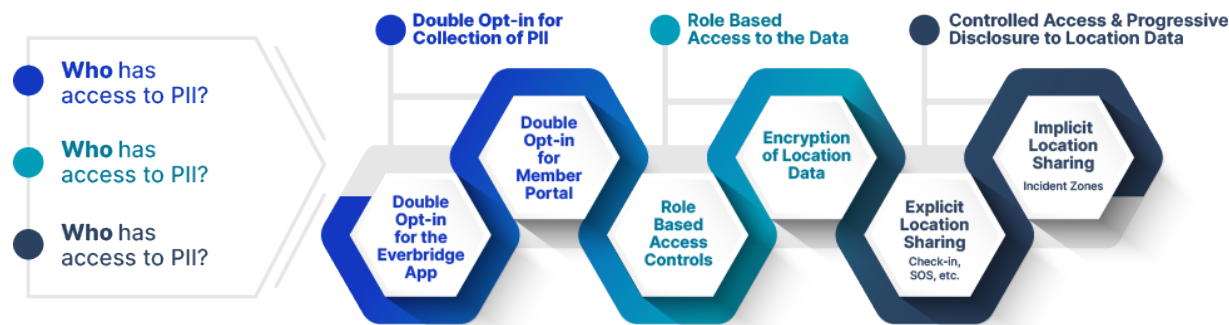
Everbridge ManageBridge brings the same set of rich features available to administrators who frequently use smartphones and tablets.

Key Features of the ManageBridge App

- ◆ *Customize notifications on the fly or use existing templates. Add images.*
- ◆ *Select which individuals, groups, rules, or GIS shapes to include*
- ◆ *Monitor critical event response with reports and logs for Notifications, Safety Events, Incidents*
- ◆ *Crisis Management users can manage a critical event completely on the device (task lists, incidents, documents, notes, event updates)*
- ◆ *Safety Connection users have an Inbox button to receive alerts (Check-in, Safe Corridor, Panic)*



Privacy, Security and Compliance



Everbridge is committed to providing a secure environment using state of the art technologies to safeguard your information. At Everbridge, safety is always balanced with privacy. We help you comply with all local and global regulations while protecting the privacy of your employees.

<p>Globally Applicable Certifications</p> <ul style="list-style-type: none"> • ISO 27001:2013 • SSAE-18 SOC 3 	
<p>US Government Certifications</p> <ul style="list-style-type: none"> • TX-RAMP • FedRAMP • SAFETY Act 	
<p>Privacy Shield</p> <ul style="list-style-type: none"> • EU-U.S. Privacy Shield Framework. 	
<p>EU Privacy and Security Compliance</p> <ul style="list-style-type: none"> • General Data Protection Regulation (GDPR) • BSI C5 	
<p>UK Government Listings</p> <ul style="list-style-type: none"> • G-Cloud • UK ICO 	

- **Access to contact data**
Control how contact data is collected, who has access to personal identifying information (PII), and how location data is displayed. Access to contact data is dependent on:
 - **Double opt-ins for the Everbridge App, Member Portal, and collection of PII**
 - The organization can request the data
 - The contact can choose to provide the data
- **Role-based access to data and controls**
 - Eight role types available with many configurable permission options
 - Access to data can be restricted within the organization
- **Encryption of location data**
 - Whether just checking in, activating a safe corridor, or issuing an SOS, location is encrypted and can only be viewed by those who have the right roles and permissions
 - Controlled access and disclosure of how location data is used

Location Sharing

Everbridge supports both explicit (user provided) and implicit locations from the mobile app. Implicit locations are only loosely tied to a profile and no one is being tracked. Implicit locations are for reference in the back end only and are not displayed on a map or in the contact profile. The platform uses implicit locations for private incident zones.

- **Private Incident Zones:** If a contact enters a private incident zone, the contact will get a push notification. Only the name of the contact reached is reported—not the location of the individual
- **Public Incident Zones:** If a contact enters a public incident zone and taps the crosshairs on the map, visits the local page, or moves 100 meters (every 10 minutes for Android users), the contact will get a push notification.

Satisfy HIPAA, FedRAMP, ISO and Other Compliance Requirements with Everbridge

- All chats are encrypted using modern elliptic-curve encryption, with one-time key pairs at the application layer
- During transmission, per-channel symmetric keys encrypt chat content
- While at rest, chat content is encrypted with a separate device-specific, symmetric key
- Push notification content is also encrypted
- Networking throughout the app uses HTTPS encrypted communication
- Keys can be revoked for each unique user/device combination and are never kept in permanent storage
- TLS 1.2+ is enforced by the app at the device Operating System level
- OS-level encryption and sandboxing protects stored data
- Databases are encrypted with SQLCipher
- Everbridge servers are registered using DNS CAA records to prevent man-in-the-middle attacks

For more information about privacy, security, and compliance visit:
<https://www.everbridge.com/about/legal/compliance/>

Technical Support, Training & Professional Services

Our 20 years of experience supporting critical event solutions across all major markets have helped us develop the most experienced professional services team in the industry.

Technical Support

The Everbridge Customer Support team is committed to helping our clients achieve and maintain performance excellence. As part of our commitment, it is our goal to improve the Everbridge experience by managing and resolving your technical inquiries. Technical support services are available to clients as part of the Everbridge solution. They include the self-service Support Center, email support, and phone support that are available 24x7x365. They also include a top-priority phone queue to the Emergency Live Operator service provided to help send emergency notifications if you cannot access the Everbridge interface directly and is available 24x7x365.

Everbridge University

Everbridge University (EBU) and the Everbridge YouTube Channel provide a hub of over 250+ interactive self-service resources to prepare your team to be confident in their decisions using Everbridge. Available 24x7x365, Everbridge University offers role-based training and certifications that incorporate skills, concepts, and best practices to effectively leverage Everbridge solutions.

Professional Services



Everbridge Professional Services utilizes a proven, four-stage implementation and project management methodology offering the following benefits:

- ◆ Leverages best practices and subject matter expertise built over 2000+ deployments
- ◆ Mitigates risk through effective planning, project management, and regular communication for the duration of the project
- ◆ Ensures product configurations solve for your specific needs, providing customer self-sufficiency over the long-term

Everbridge Best in Resilience Certification

As the pioneers in Critical Event Management, Everbridge has developed a proprietary Critical Event Management (CEM) Standards Framework™ offering certified organizations the industry’s first end-to-end methodology for evaluating and benchmarking resilience. The Everbridge Best in Resilience™ Certification Program provides a unique standards framework for assessing an organization’s overall resilience, leveraging 20 years of professional services engagements in over 150 countries to offer businesses and government agencies an end-to-end methodology for evaluating resilience when confronted with critical events. The program recognizes organizations, private and public, that embody readiness, responsiveness, and resilience when confronted with critical events. This framework is based on experience from over 20 years of professional service implementations across thousands of enterprises from over 150 countries and tens of billions of critical interactions delivered. The Best in Resilience™ Certification enables leaders to understand their current capabilities and make informed choices based on their risk appetite. Further, it can be used as a value signal, providing confidence to employees and key stakeholders.



Everbridge Partner Ecosystem

Innovate faster. Reduce complexity. Leverage current investments. Maintain resilience.

The largest ecosystem of physical security, cybersecurity, IT operations, and risk management partners in the industry extends the value of your existing infrastructure investments and speeds time to value.

Ecosystem Categories



Physical Security

- 3rd Party Risk Intelligence
- Travel Risk Management
- Physical Access Control Systems
- Video Management Systems
- Building Management Systems
- Shooter Detection Systems



Business Continuity

- Crisis/Incident Management
- Hardware Emergency Mass Notification Systems
- Governance Risk & Compliance
- Integrated Risk Management Platforms
- Business Continuity Management



IT Service Operations

- Secure, reliable, and scalable
- IT Service Management
 - Application Performance Management
 - Cyber Security

Please visit <https://www.everbridge.com/platform/ecosystem/> for more information.

Everbridge Attachments

Please find the following attachments that have been included on the following pages in support of responses given and for CAPCOG's review:

- ◆ Certification of Compliance with Small, Disadvantaged, Minority, Women-Owned, And Historically Underutilized Business Policy
- ◆ Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Lower-Tier Covered Transactions;
- ◆ Certification Regarding Lobbying
- ◆ Conflict of Interest Questionnaire (not applicable)
- ◆ Everbridge MSA

CERTIFICATION OF COMPLIANCE WITH SMALL, DISADVANTAGED, MINORITY, WOMEN-OWNED, AND HISTORICALLY UNDERUTILIZED BUSINESS POLICY

The undersigned certifies on behalf of the Contractor or Subcontractor that he or she has read Article VI of CAPCOG's Procurement Policy, "Small, Disadvantaged, Minority, Women-Owned and Historically Underutilized Businesses: Federal Assistance or Contract Procurement Requirements," a copy of which is attached to this Exhibit. In addition, the Contractor or Subcontractor agrees to make and demonstrate a good faith effort to include small and minority businesses, women's business enterprises, and labor surplus area firms' participation under a contract in accordance with federal procurements requirements of 2 CFR §200.321. A good faith effort must include the following affirmative steps:

- 1) Placing qualified small and minority businesses and women's business enterprises on solicitation list;
- 2) Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- 3) Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- 5) Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. comply with that policy if it procures goods or services with funds made available under this contract.

Everbridge, Inc.
Contractor or Subcontractor

By 

Phillip E. Huff, Chief Accounting Officer
Name and Title

Date 5/16/2023

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR LOWER-TIER COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this Certification, the lower-tier participant (the "Contractor" or "Subcontractor") is providing the certification set out below.
2. This certification is a material representation of fact upon which reliance was placed when the contract was signed. If it is later determined that the Contractor or Subcontractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue all available remedies, including suspension and/or debarment.
3. The Contractor or Subcontractor shall provide immediate written notice to CAPCOG if at any time the Contractor or Subcontractor learns that its certification was erroneous when signed or has become erroneous because of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower-tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this Certification, have the meanings set out in the Definitions and Coverages sections of regulations implementing Executive Order 12549. You may contact CAPCOG for assistance in obtaining a copy of those regulations.
5. The Contractor or Subcontractor agrees not to knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participating in this contract, unless authorized by the department or agency with which this transaction originated.
6. The Contractor or Subcontractor also agrees to include this Certification without modification in all lower-tier covered transactions and solicitations for lower-tier covered transactions.
7. The Contractor or Subcontractor may rely upon the certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The Contractor or Subcontractor may decide the method and frequency by which it determines the eligibility of its principals. The Contractor or Subcontractor may, but is not required to, check the Nonprocurement List.
8. Paragraph 7 does not require establishment of a system of records in order to render in good faith the required Certification. The knowledge and information of the Contractor

or Subcontractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5, if the Contractor or Subcontractor knowingly enters into a lower-tier covered transaction with a person who is debarred, suspended, ineligible, or voluntarily excluded from participating in this contract, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue any available remedies, including suspension and/or debarment.

Certification

The Contractor or Subcontractor certifies, by participating in this contract, that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency.

If the Contractor or Subcontractor is unable to certify to any of the statements in this Certification, the Contractor or Subcontractor shall furnish CAPCOG a written explanation of its inability.

Everbridge, Inc.
Contractor or Subcontractor

By 

Phillip E. Huff, Chief Accounting Officer
Name and Title

Date 5/16/2023

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee or a member of Congress in connection with the award of any federal contract, the making of any federal grant or loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit to CAPCOG Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- The undersigned shall require that this Certification be included in all subcontracts under this contract, and that all subcontractors sign and submit to CAPCOG the Certification.

Everbridge, Inc.

Contractor or Subcontractor

By 

Phillip E. Huff, Chief Accounting Officer

Name and Title

Date 5/16/2023

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor doing business with local governmental entity		OFFICE USE ONLY
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<div style="border: 1px solid black; height: 100px; width: 100%;"></div>	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> <div style="border: 1px solid black; height: 30px; width: 100%;"></div>		
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="font-size: small;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> <p style="font-size: small;">This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>		
<p>4</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> <p>_____</p> <p style="font-size: small;">Signature of vendor doing business with the governmental entity</p> </div> <div style="width: 45%;"> <p>_____</p> <p style="font-size: small;">Date</p> </div> </div>		

Adopted 8/7/2015



Everbridge, Inc.
Master Services Agreement

This Master Services Agreement (“**Agreement**”) is entered into by and between Everbridge, Inc. (“**Everbridge**”) and Capital Area Council of Governments (“**Client**”), effective on the date of Client’s signature below (“**Effective Date**”). Everbridge and Client are each sometimes referred to as a “**Party**” and collectively, the “**Parties**.”

1. SERVICES.

1.1 Orders. Everbridge shall provide Client 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 or other ordering document (e.g., statement of work) (the “**Quote**”) and the applicable Solution documentation (the “**Documentation**”). If applicable, Everbridge shall provide the training and professional services (“**Professional Services**”) set forth in the Quote. Collectively, the Solutions and Professional Services are referred to as the “**Services**”. Everbridge shall provide Client with login and password information for each User (as defined below) and will configure the Solutions based on the maximum number of Contacts (as defined below) or Users, as applicable depending on the Solutions ordered. Client shall undergo the initial setup and training as set forth in the onboarding Documentation within sixty (60) days of the Effective Date. 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 Client or an Included Department. It is specifically understood that those certain organizations who are members of Client as of the effective date herein that execute an agreement with Client to participate in the Regional Notification System are included as Users at no extra cost, subject to the terms of this agreement. “**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 Client. “**Contacts**” are individuals who Client 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 Client is set forth on the Quote.

2. PAYMENT TERMS. Everbridge shall invoice Client annually in advance for all Solutions and Professional Services, and Client shall pay the fees set forth in the Quote within thirty (30) days from date of invoice. If Client exceeds the usage levels specified in the Quote, then Everbridge may invoice Client for any overages at the then applicable rate. All Professional Services must be used within 12 months from date of purchase. Late payments shall accrue interest at a rate of one and one-half percent (1.5%) per month or the highest rate allowed by applicable law, whichever is lower. Such interest shall be in addition to any other rights and remedies of Everbridge. Unless otherwise provided, the fees set forth in the Quote do not include any local, state, federal or foreign taxes, levies or duties of any nature, all of which Client is responsible for paying, except for those relating to Everbridge’s net income or property. If Everbridge is legally obligated to collect or pay taxes

for which Client is responsible, the appropriate amount shall be invoiced to and paid by Client, unless Client provides a valid tax exemption certificate.

3. RESPONSIBILITIES.

3.1 Client Data. Client shall retain all ownership rights in all 911 Emergency Contact data and all electronic data Client transmits to Everbridge to or through the Solutions (“**Client Data**”). Client represents that it has the right to authorize and hereby does authorize Everbridge to collect, store and process Client 911 Contact Data subject to the terms of this Agreement. Client shall maintain a copy of all 911 Emergency Contact data it provides to Everbridge. **Use of Solutions.** Client is responsible for all activity occurring under Client’s account(s) and shall comply with all applicable Privacy Laws (as defined below) and all other applicable laws and regulations in connection with Client’s use of the Services, including its provision of Client Data to Everbridge. Where applicable, Client shall obtain the required consent of Contacts to send communications through the Solutions. Client shall use the Service in accordance with Everbridge’s then applicable Acceptable Use Policy posted on www.everbridge.com. Client shall promptly notify Everbridge of any unauthorized use of any password or account or any other act or omission that would constitute a breach or violation of this Agreement. Client acknowledges that the Solutions are a passive conduit for the transmission of Client Data, and Everbridge has no obligation to screen, preview or monitor content, and shall have no liability for any errors or omissions or for any defamatory, libelous, offensive or otherwise unlawful content in any Client Data, or for any losses, damages, claims, or other actions arising out of or in connection with any data sent, accessed, posted or otherwise transmitted via the Solutions by Client, Users or Contacts.

3.2 Data Privacy. Everbridge shall abide by all applicable Privacy Laws in connection with the operation of the Solutions. “**Privacy Laws**” means all U.S. federal and state laws and regulations regarding consumer and data protection and privacy.

3.3 Data Security. Everbridge’s IT security and compliance program includes the following standards generally adopted by industry leading SaaS providers: (i) reasonable and appropriate technical, organizational, and security measures against the destruction, loss, unavailability, unauthorized access or alteration of Client Data in the possession or under the control of Everbridge, including measures to ensure the availability of information following interruption to, or failure of, critical business processes; and (ii) an annual assessment of its security controls performed by an accredited third party audit firm in accordance with the Statement on Standards for Attestation Engagements No. 16 (SSAE 16). Upon request, Everbridge shall provide Client with a copy of its current SSAE 16 SOC 2 report. Everbridge’s security framework is based on the security requirements and controls within US National Institute of Standards and Technology (NIST) Special Publication 800-53 – Security and Privacy Controls for Information Systems and Organizations. The NIST 800-53 security requirement standard has direct mapping to other security and data privacy frameworks, including global information security standard ISO 27001, HIPAA-HITECH, and HITRUST.

4. TERM. The term of this Agreement shall begin on the Effective Date and shall expire when all underlying Quotes with Client or its Affiliates have expired in accordance with the terms of such Quotes, unless terminated earlier as provided herein.

Services under an applicable Quote will begin as set forth in such Quote and shall continue for the initial term specified therein ("Initial Service Term"). If a Quote contains Services added to an existing subscription, such added Services will be coterminous with the Initial Service Term or applicable renewal Service term ("Renewal Term"), unless otherwise agreed to by the parties. If at the end of the applicable Quote, Client intends to renew the Agreement, but has not provided a timely executed written renewal prior to the end of such term, then Everbridge, in its sole discretion, shall continue the Service(s) hereunder for thirty (30) days (the "Grace Period") in order to secure an executed renewal by Client, provided that Client shall pay to Everbridge the annual fee then in effect divided by twelve (12) (the "Monthly Holdover Fee"). The Grace Period is provided to Client as a courtesy so that Services will not be terminated prior to the execution of a renewal. Due to insurance and liability reasons Everbridge can only provide one Grace Period and will charge the Monthly Holdover Fee. The Monthly Holdover Fee is instituted in order to protect Client from termination or suspension of the Services, and to insure that timely renewals are entered into. Monthly Holdover Fees shall not be returned or refunded to the Client as a credit towards any renewal. Except as set forth in an applicable Quote, or unless this Agreement is terminated as provided herein, upon expiration of the term of any Quote, such Quote shall renew automatically for successive subsequent periods of twelve (12) months unless either party notifies the other party of its intent to terminate at least thirty (30) days prior to the end of the then current term. Everbridge reserves the right to increase its fees in any Renewal Term by three percent (3%). With respect to any renewals which are signed by Client after the previous term's expiration date, Everbridge reserves the right to increase its fees in such Renewal Term by five percent (5%).

5. TERMINATION; SUSPENSION.

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

5.2 Termination or Suspension for Non-Payment. If Client fails to pay any amounts due within thirty (30) days of their due date, Everbridge may terminate this Agreement upon thirty (30) days' prior written notice to Client. Termination for non-payment shall not relieve Client of its outstanding obligations (including payment) under this Agreement. In lieu of termination for non-payment, Everbridge may suspend Client's access to the Solutions upon written notice to Client.

5.3 Suspension. Everbridge may suspend Client's access to the Solutions or any portion thereof for (i) emergency network repairs, threats to, or actual breach of network security; or (ii) any legal, regulatory, or governmental prohibition affecting the Solution. Everbridge shall use its best efforts to notify Client through its Client Portal and/or via email prior to such suspension and shall reactivate any affected portion of the Solution as soon as possible.

5.4 Termination With Notice. Notwithstanding anything herein to the contrary, Client, in its sole discretion, may also terminate this agreement for any reason by providing no less than ninety (90) days advance notice, and in such case, all fees that

have already been paid by Client shall not be refunded, and any fees then-due to Everbridge shall remain payable by Client.

6. PROPRIETARY RIGHTS.

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

6.2 Restrictions. Client shall use the Solution solely for its internal business purposes. In particular, Client's use of the Solutions shall not include service bureau use, outsourcing, renting, reselling, sublicensing, or time-sharing. Client shall not (i) sell, transfer, assign, distribute or otherwise commercially exploit or make the Solution available to any third party except as expressly set forth herein; (ii) modify or make derivative works based upon the Solution; (iii) reverse engineer the Solution; (iv) remove, obscure or alter any proprietary notices or labels on the Solution or any materials made available by Everbridge; (v) use, post, transmit or introduce any device, software or routine (including viruses, worms or other harmful code) which interferes or attempts to interfere with the operation of the Solution; or (vi) defeat or attempt to defeat any security mechanism of any Solution.

6.3 Reservation of Rights. The Solutions (including all associated computer software (whether in source code, object code, or other form), databases, indexing, search, and retrieval methods and routines, HTML, active server pages, intranet pages, and similar materials) and all intellectual property and other rights, title, and interest therein (collectively, "IP Rights"), whether conceived by Everbridge alone or in conjunction with others, constitute Confidential Information and the valuable intellectual property, proprietary material, and trade secrets of Everbridge and its licensors and are protected by applicable intellectual property laws of the United States and other countries. Everbridge owns (i) all feedback (except for the Client Data) provided to Everbridge by Users, Client and Contacts in conjunction with the Services, and (ii) all transactional, performance, derivative data and metadata generated in connection with the Solutions, which are generally used to improve the functionality and performance of the Services. Except for the rights expressly granted to Client in this Agreement, all rights in and to the Solutions and all of the foregoing elements thereof (including the rights to any work product resulting from Professional Services and to any modification, enhancement, configuration or derivative work of the Solutions) are and shall remain solely owned by Everbridge and its respective licensors. Everbridge may use and provide Solutions and Professional Services to others that are similar to those provided to Client hereunder, and Everbridge may use in engagements with others any knowledge, skills, experience, ideas, concepts, know-how and techniques used or gained in the provision of the Solutions or Professional Services to Client, provided that, in each case, no Client Data or Client Confidential Information is disclosed thereby.

7. CONFIDENTIAL INFORMATION.

7.1 Definition. "Confidential Information" means all information of a Party ("Disclosing Party") disclosed to the other Party ("Receiving Party"), whether orally, electronically, in writing, or by inspection of tangible objects (including, without limitation, documents or prototypes), that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes without limitation, all Client Data, the Solutions, 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 Disclosing Party; (ii) was known to Receiving Party prior to its disclosure by Disclosing Party without breach of any obligation owed to Disclosing Party; (iii) was independently developed by Receiving Party without breach of any obligation owed to Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to Disclosing Party.

7.2 Protection. Receiving Party shall not disclose or use any Confidential Information of Disclosing Party for any purpose other than performance or enforcement of this Agreement without Disclosing Party's prior written consent. If Receiving Party is compelled by law to disclose Confidential Information of Disclosing Party, including under the Freedom of Information Act or other public information request (i.e., "state sunshine" laws) it shall provide Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if Disclosing Party wishes to contest the disclosure. Receiving Party shall protect the confidentiality of Disclosing Party's Confidential Information in the same manner that it protects the confidentiality of its own confidential information of like kind (but in no event using less than reasonable care). Receiving Party shall promptly notify Disclosing Party if it becomes aware of any breach of confidentiality of Disclosing Party's Confidential Information.

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

8. WARRANTIES; DISCLAIMER.

8.1 Everbridge Warranty. Everbridge shall provide the Solutions in material compliance with the functionality and specifications set forth on the applicable Solution Documentation. Everbridge shall provide 24X7X365 customer support in accordance with its most recently published Support Services Guide. Professional Services shall be performed in a professional manner consistent with industry standards. Everbridge and Client shall establish a regular cadence for Client receive feedback from the Everbridge account manager regarding system performance. THE FOREGOING REPRESENT THE ONLY WARRANTIES MADE BY EVERBRIDGE HEREUNDER, AND EVERBRIDGE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8.2 Disclaimer. EVERBRIDGE DOES NOT WARRANT THAT THE SOLUTION WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL EVERBRIDGE HAVE ANY LIABILITY FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING FROM FAILURE OF THE 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.

8.3 SMS Transmission. CLIENT ACKNOWLEDGES THAT THE USE OF SHORT MESSAGING SERVICES ("SMS"), ALSO KNOWN AS TEXT MESSAGING, AS A MEANS OF SENDING MESSAGES INVOLVES A REASONABLY LIKELY POSSIBILITY FROM TIME TO TIME OF DELAYED, UNDELIVERED, OR INCOMPLETE MESSAGES AND THAT THE PROCESS OF TRANSMITTING SMS MESSAGES CAN BE UNRELIABLE AND INCLUDE MULTIPLE THIRD PARTIES THAT PARTICIPATE IN THE TRANSMISSION PROCESS, INCLUDING MOBILE NETWORK OPERATORS AND INTERMEDIARY TRANSMISSION COMPANIES. ACCORDINGLY, EVERBRIDGE RECOMMENDS THAT SMS MESSAGING NOT BE USED AS THE SOLE MEANS OF COMMUNICATION IN AN EMERGENCY SITUATION.

9. INDEMNIFICATION.

9.1 Intentionally omitted

9.2 By Everbridge. Everbridge shall defend, indemnify and hold Client harmless from and against any Claim against Client alleging (i) a breach of confidentiality, (ii) harmful conduct by Everbridge personnel while on-site at Client's premises that results in damage to person or property, or (iii) that the Solution as contemplated hereunder infringes an issued patent or other IP Right in a country in which the Solution is provided to Client. If (x) any aspect of the Solution is found or, in Everbridge's reasonable opinion is likely to be found, to infringe upon the IP Right of a third party or (y) the continued use of the Solution is enjoined, then Everbridge will promptly and at its own cost and expense at its option: (i) obtain for Client the right to continue using the Solution; (ii) modify such aspect of the Solution so that it is non-infringing; or (iii) replace such aspect of the Solution with a non-infringing functional equivalent. If, after all commercially reasonable efforts, Everbridge determines in good faith that options (i) - (iii) are not feasible, Everbridge will remove the infringing items from the Solution and refund to Client on a pro-rata basis any prepaid unused fees paid for such infringing element. The remedies set forth in this Section 9.2 are Client's exclusive remedy for Claims for infringement of an IP Right. Everbridge shall have no obligation or liability for any claim pursuant to this Section to the extent arising from: (i) the combinations, operation, or use of the Solution supplied under this Agreement with any product, device, or software not supplied by Everbridge to the extent the combination creates the infringement; (ii) the unauthorized alteration or modification by Client of the Solution; or (iii) Everbridge's compliance with Client's designs, specifications, requests, or instructions pursuant to an engagement for Everbridge Professional Services relating to the Solution to the extent the claim of infringement is based on the foregoing.

9.3 Indemnification Process. The indemnifying party's obligations under this Section 9 are contingent upon the indemnified party (a) promptly giving notice of the Claim to the indemnifying party once the Claim is known; (b) giving the indemnifying party sole control of the defense and settlement of the Claim (provided that the indemnifying party may not settle such Claim unless such settlement unconditionally releases the indemnified party of all liability and does not adversely affect the indemnified party's business or service); and (c) providing the indemnifying party all available information and reasonable assistance.

10. LIABILITY LIMITS. To the maximum extent permitted by law, neither Party shall have any liability to the other Party for any indirect, special, incidental, punitive, or consequential damages, however caused, under any theory of liability, and whether or not the Party has been advised of the possibility of such damage.

Except for its indemnification obligations under Section 9.2, notwithstanding anything in this Agreement to the contrary, in no event shall Everbridge's aggregate liability, regardless of whether any action or claim is based on warranty, contract, tort, indemnification or otherwise, exceed amounts paid or due by Client to Everbridge hereunder during the 12-month period prior to the event giving rise to such liability. The foregoing limitations shall apply even if the non-breaching party's remedies under this Agreement fail their essential purpose.

11. MISCELLANEOUS.

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

11.2 Force Majeure; Limitations. Everbridge shall not be responsible for performance under this Agreement to the extent precluded by circumstances beyond Everbridge's reasonable control, including without limitation acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, labor problems, regional technology interruptions, or denial of service attacks. The Solution delivers information for supported Contact paths to public and private networks and carriers, but Everbridge cannot guarantee delivery of the information to the recipients. Final delivery of information to recipients is dependent on and is the responsibility of the designated public and private networks or carriers.

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

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

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

11.6 Dispute Resolution. The parties desire to resolve disputes arising under this contract without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce compliance with this section or seek an injunction, until they have exhausted the procedures set out herein. At the written request of either party, each party shall appoint one nonlawyer representative

to negotiate informally and in good faith to resolve any dispute arising under this contract. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

11.7 Notices. Legal notices (e.g., claimed breach or termination) to be provided under this Agreement shall be delivered in writing (a) in person, (b) by nationally recognized overnight delivery service, or (c) by U.S. certified or first class mail to the other party as set forth on the signature page hereto. All legal notices shall be deemed to have been given upon receipt or, if under (c), three (3) business days after being deposited in the mail. Either party may change its address by giving notice of the new address to the other party pursuant to this Section and identifying the effective date of such change. Everbridge may provide all other notices to Client's billing contact on the Client Registration Form or, with respect to availability, upgrades or maintenance of the Solutions, to the Everbridge Support Center.

11.8 Intentionally omitted.

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

11.10 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. Client shall not permit Users to send notifications to a Contact in a U.S. embargoed country or in violation of any U.S. export law or regulation.

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

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

this Agreement may be executed in one or more counterparts, each of which shall be deemed an original but which together shall constitute the same agreement. Each Party agrees to be bound by its digital or electronic signature, whether transmitted by fax machine, in the form of an electronically scanned image (e.g., in .pdf form), by email, or by other means of e-signature technology, and each Party agrees that it shall accept the signature of the other Party transmitted in such a manner.

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


<p>EVERBRIDGE, INC.</p> <p>By: _____ Print Name: _____ Title: _____ Date: _____</p> <p>Address: 25 Corporate Drive Burlington, Massachusetts 01803</p> <p>For legal notice: Attention: Legal Department</p> <div data-bbox="560 640 787 766"><p>everbridge LEGAL APPROVED <small>By Daniel Hekler at 11:37 pm, Jun 24, 2018</small></p></div>	<p>CLIENT: Capital Area Council of Governments</p> <p>By:  Print Name: Betty Voights Title: Executive Director Date: 6/26/18</p> <p>Client's Address: 6800 Burleson Road, Building 310, Suite 165 Austin, TX, 78744</p> <p>Address for Legal Notice: 6800 Burleson Road, Building 310, Suite 165 Austin, TX, 78744</p>
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EXHIBIT A
Additional Business Terms

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

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. Client further acknowledges and agrees that all personal information from individuals registering through such widget is owned expressly by Everbridge and such information will be governed by the applicable Privacy Policy.

If Client Is Ordering Everbridge Branded Products:

1. **Data Feeds.** Notwithstanding anything to the contrary in this Agreement, to the extent that Client has purchased or accesses Data Feeds, such feeds are provided solely on an "AS IS" and "AS AVAILABLE" basis and Everbridge disclaims any and all liability of any kind or nature resulting from any inaccuracies or failures with respect to such Data Feeds. The sole and exclusive remedy for any failure, defect, or inability to access the content of such Data Feed shall be to terminate the Data Feed with no further payments due. "**Data Feed**" means data content licensed or provided by third parties to Everbridge and supplied to Client 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 Clients purchasing the Incident Management or IT Alerting Solution, unless designated as unlimited: (a) Clients may only designate the number of Users set forth on the Quote, and such individuals shall only have the access rights pursuant to such designation and role; (b) Incident Administrators shall have the ability to build incident templates, report on incidents, and launch incident notifications; (c) Incident Operators shall only have the ability to launch or manage incidents; (d) IT Alerting Users shall have the ability to build, launch or manage incidents as well as participate in an on-call schedule to receive IT outage notifications, and (e) Client shall be provided the number of incident templates purchased pursuant to the Quote. "**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.
3. **Secure Messaging.** For Clients purchasing peer to peer secure messaging solutions ("**Secure Messaging**"), Everbridge shall comply with all applicable privacy laws, including the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"), the Health Information Technology for Economic and Clinical Health Act ("**HITECH Act**"), the Gramm-Leach-Bliley Act, and the Fair Credit Reporting Act, as applicable based on solution purchased. Any Business Associate Agreement executed in connection with this Agreement shall be incorporated and made a part of this Agreement. Client acknowledges and agrees that Secure Messaging solutions are intended to deliver non-critical, non-emergency messages between users as a convenience to facilitate communications and are not intended for or suitable for use in situations where a failure or time delay of, or errors or inaccuracies in, the content, data or information provided through the services could lead to death, personal injury or property damage.

Non-Critical Messaging

1. If Client is using the solution to send non-emergency calls, text messages or emails to consumers, Client expressly agrees to comply with the Telephone Consumer Protection Act of 1991, including its implementing regulations, the CAN-SPAM Act of 2003, and any other similar laws and regulation (collectively, "**Consumer Protection Law**"). Client shall not violate these or others applicable laws and warrants that it shall receive express consent from Contacts if its messages fall within these Consumer Protection Laws. Client shall defend, indemnify and hold Everbridge harmless from any violation by Client of Consumer Protection Law. Client further agrees that any marketing or sales related text messages will comply with the policies and guidelines of the Mobile Marketing Association found at <http://mmaglobal.com/policies/code-of-conduct>.

EXHIBIT B
IPAWS- CMAS/WEA Addendum

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

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


Exhibit 1

**CERTIFICATION OF COMPLIANCE WITH SMALL, DISADVANTAGED, MINORITY,
WOMEN-OWNED, AND HISTORICALLY UNDERUTILIZED BUSINESS POLICY**

The undersigned certifies on behalf of the Contractor or Subcontractor that he or she has read Article VI of CAPCOG's Procurement Policy, "Small, Disadvantaged, Minority, Women-Owned and Historically Underutilized Businesses: Federal Assistance or Contract Procurement Requirements," a copy of which is attached to this Exhibit, and that the Contractor or Subcontractor agrees to comply with that policy if it procures goods or services with funds made available under this contract.

Everbridge, Inc.

Contractor or Subcontractor

By 

Phillip E. Huff - Vice President & Controller
Name and Title

Date 21 June 2018

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Everbridge, Inc.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed.

Capital Area Council of Governments

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?


Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

Yes No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4


Signature of vendor doing business with the governmental entity

21 June 2018

Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Everbridge, Inc.
Pasadena, CA United States

Certificate Number:
2018-371102

Date Filed:
06/21/2018

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Capital Area Council of Governments

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2018 Everbridge_RNS
Mass Notification System

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
ABS Ventures IX, LP	Waltham, MA United States		X
Ellertson, Jaime	Boston, MA United States		X

5 Check only if there is NO Interested Party.


6 UNSWORN DECLARATION

My name is Phillip E. Huff, and my date of birth is N/A.

My address is 155 N. Lake Ave., Suite 900, Pasadena, CA, 91101, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Los Angeles County, State of California, on the 21st day of June, 2018.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



Everbridge, Inc. (NASDAQ: EVBG) empowers enterprises and government organizations to anticipate, mitigate, respond to, and recover stronger from critical events. In today's unpredictable world, resilient organizations minimize impact to people and operations, absorb stress, and return to productivity faster when deploying critical event management (CEM) technology. Everbridge digitizes organizational resilience by combining intelligent automation with the industry's most comprehensive risk data to Keep People Safe and Organizations Running™.