

STANDARD CONTRACT

1. **Parties.** This is a contract for services between the State of Vermont, by and through its Department of Buildings and General Services, Office of Purchasing and Contracting, on behalf of the Agency of Digital Services (hereinafter called "State"), and Everbridge Inc, with a principal place of business in Pasadena, CA, (hereinafter called "Contractor"). Contractor's form of business organization is Corporation. It is Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, Contractor is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter.** The subject matter of this contract is software and services generally on the subject of State of Vermont Mass Notification System. Detailed services to be provided by Contractor, and additional products and services available for purchase, are described in Attachment A.
3. **Maximum Amount.** The State's agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$1,000,000.00
4. **Contract Term.** The period of Contractor's performance shall begin on December 30, 2019 and end December 31, 2022. The contract term may be extended by the State, in its discretion, for up to two (2) additional one-year periods.
5. **Additional Purchasing Entities.** Contractor agrees that political subdivisions of the State of Vermont and any institution of higher education chartered in Vermont and accredited or holding a certificate of approval from the State Board of Education as authorized under 29 V.S.A. § 902 ("Additional Purchasers") may purchase any of the products or services available to the State under this Contract by executing an ordering document directly with the Contractor consistent in a manner consistent with the Additional Purchaser's policies and regulations. . Issues concerning interpretation and eligibility for participation are solely within the authority of the State of Vermont Chief Procurement Officer. The State of Vermont and its officers and employees shall have no responsibility or liability for Additional Purchasers. Each Additional Purchaser is to make its own determination whether this Agreement is consistent with its procurement policies and regulations.
6. **Prior Approvals.** This Contract shall not be binding unless and until all requisite prior approvals have been obtained in accordance with current State law, bulletins, and interpretations
7. **Sole Source Contract for Services.** This Contract results from a "sole source" procurement under State of Vermont Administrative Bulletin 3.5 process and Contractor hereby certifies that it is and will remain in compliance with the campaign contribution restrictions under 17 V.S.A. § 2950.
8. **Amendment.** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.
9. **Reporting.** Contractor shall submit quarterly reports electronically detailing the purchasing of all items by Additional Purchasers under this Agreement. Contractor's reporting shall state "no activity" for any month in which there is no activity during a quarterly reporting period.
 - a. The reports shall be an excel spreadsheet transmitted electronically to SOV.ThePathForward@vermont.gov .
 - b. Reports are due for each quarter as follows:

Reporting Period	Report Due
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

- c. Failure to meet these reporting requirements may result in suspension or termination of this Agreement.

10. **Cancellation.**

- a. **Termination by the State.** The State may terminate this Agreement upon the Contractor’s material breach of the Agreement, provided that (i) the State sends written notice to the Contractor describing the breach in reasonable detail; (ii) Contractor does not cure the breach within ten (10) days following its receipt of such notice (the “**State Notice Period**”); and (iii) following the expiration of the State Notice Period, the State send a second written notice indicating its election to terminate this Agreement.
- b. **Termination by Contractor.** the Contractor may terminate this Agreement upon the State’s material breach of the Agreement, provided that (i) the Contractor sends written notice to the State describing the breach in reasonable detail; (ii) the State does not cure the breach within thirty (30) days following its receipt of such notice (the “**Contractor Notice Period**”); and (iii) following the expiration of the Contractor Notice Period, the Contractor send a second written notice indicating its election to terminate this Agreement.

11. **Attachments.** This contract consists of 57 pages including the following attachments which are incorporated herein:

- a. Attachment A – Specifications of Work to be Performed
- i. Exhibit 1 – State Technical and Functional Requirements for all orgs (existing and new)
 - ii. Exhibit 2 – Contractor’s Technical Support Services Guide
 - iii. Exhibit 3 – Contractor’s Service Level Agreement
 - iv. Exhibit 4 – Contractor’s SaaS-Specific Terms
 - v. Exhibit 5 – State Technical and Functional Requirements specific to Department of Public Safety (DPS) org
 - vi. Exhibit 6 – State Technical and Functional Requirements specific to Vermont Department of Health (VDH) org
 - vii. Exhibit 7 – State Technical and Functional Requirements specific to Department of Corrections (DOC) org
- b. Attachment B – Payment Provisions
- c. Attachment C – “Standard State Provisions for Contracts and Grants” a preprinted form (revision date 12/15/2017)
- d. Attachment D – Other Terms and Conditions for Information Technology Contracts
- e. Attachment E – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

12. **Order of Precedence.** Any ambiguity, conflict or inconsistency between the documents comprising this contract shall be resolved according to the following order of precedence:

- 1) Standard Contract
- 2) Attachment D Other Terms and Conditions for Information Technology Contracts
- 3) Attachment C (Standard State Provisions for Contracts and Grants)
- 4) Attachment A with Exhibits
- 5) Attachment B
- 6) Attachment E

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the State of Vermont:

By the Contractor:

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

ATTACHMENT A SPECIFICATIONS OF WORK TO BE PERFORMED

1. THE SOLUTION

Contractor shall provide the State with a Cloud based notification system (“Solution”). The Solution presently includes the VT-Alert system, Vermont Health Alert Network and DOC Emergency notification. The State may expand use of Solution to other agencies and departments of the State as set forth below in this Attachment A.

The Solution is a Software as a Service (SaaS) based Critical Event Management platform that is utilized for any public safety threats (e.g., active shooter, severe weather conditions). This SaaS application automates and accelerates the State’s operational response to critical emergency events and this Contract enables application of the Solution throughout the State enterprise to meet requirements to other agencies and departments of the State for a critical event and alert management. The Solution shall provide the State with the ability to distribute mass notifications and alerts in a timely manner on a 24/7/365 basis. The Solution will also provide a robust contact database to track the contacts’ information and responses to alerts.

2. CONTRACTOR PRODUCTS AND SERVICES

- a. **Ongoing Services.** In addition to providing the State with access to the Solution, the Contractor shall provide the following services for each State agency/department’s productive use of the Solution (“Services”); consulting for professional services, training in the form of user manuals and web-based tutorials, support, backup and recovery (individually and collectively referred to herein as the “Services”), as necessary for as further set forth in this Contract. This Contract specifies the Technical and Functional requirements of the Solution in Exhibit 1.
 - i. support and maintenance for the Solution in accordance with the Service Level Agreement (SLA), Exhibit 3 and Technical Support Services Guide, Exhibit 2 to this Attachment A, including
 1. Annual maintenance of software
 2. Technical support
 - Everbridge Technical Support Email support@everbridge.com
 - U.S. & Canada Toll-Free Technical Support 866-436-4911
 3. A dedicated Technical Account Manager (TAM) consisting of:
 - a. Two hundred and forty (240) hours (remote) per year (shared among all existing State users)
 - b. Four (4) onsite meetings and trainings per year as requested by the State.
 - c. Provide product and Organization strategy and goals
 - d. Technical support & training
 - e. Manage ongoing communications and tasks
 - f. Manage progress against each organization goals

- g. On site point of contact – support and point of escalation
 - b. **Additional Modules.** The State may purchase any one or more of the additional modules listed in attachment B and the State’s payment of the annual fee applicable to the module shall enable use by any or all State agencies and departments using Contractor’s Solution.
 - c. **Additional Training.** Additional training services requested by the State beyond the TAM hours included above, may be purchased subject to the rates set forth in attachment B
3. **EXISTING AGENCY/DEPARTMENT (ORG)**
The State currently utilizes the three (3) separate Everbridge accounts for Mass Notification (MN) and alerting purposes. The existing systems consists of the following:
- a. Vermont Department of Public Safety (DPS) as described in Exhibit 5
 - b. Vermont Health Department (VDH) as described in Exhibit 6
 - c. Vermont Department of Corrections (DOC) as described in Exhibit 7
4. **REQUIREMENTS FOR ADDING NEW AGENCY/DEPARTMENT (ORGS)**
If and to the extent the State wishes to expand use of Solution to other agencies and departments of the State, the Parties agree to amend this Contract to document the requirements specific to the new agency/department in a separate, numbered exhibit added to the end of this Attachment A. The newly added exhibit shall specify, at a minimum:
- a. Product and Service requirements, naming the existing products or new modules comprising the specific agency/department system.
 - b. An implementation schedule and plan as necessary for the Solution to meet the specific agency/department requirements;
 - c. Any additional terms as necessary to comply with state or federal laws or regulations applicable to the specific agency/department
 - d. The name and contact information for the agency/department primary contact
 - e. Payment provisions applicable to the agency/department’s use of the Solution, consistent with pricing set forth in Attachment B.

EXHIBIT 1 State Technical, Functional and Service Requirements

All existing and new Agency/Departments (org) shall have access to the following core products and services.

1. FUNCTIONAL REQUIREMENTS for existing and new Agency/Department orgs shall have access the minimum available requirements:

Reqmt #	Requirement Description
1.	Solution shall be vendor hosted.
2.	Solution shall be an Off-The Shelf product with configurable ability.
3.	Solution shall provide statewide (Vermont) coverage for a minimum of 25,000 subscribers.
4.	Solution shall provide statewide (Vermont) coverage scalable.
5.	Solution can provide statewide (Vermont) coverage to an unlimited number of Message recipients.
6.	Solution supports CAP-compliant messaging through IPAWS (available to FEMA authorized clients).
7.	The solution provided will be from a FEMA IPAWS Alert Origination Software Provider.
8.	Solution shall interface with the Integrated Public Alert and Warning System (IPAWS OPEN Alert Aggregator/Gateway) for alerting via Wireless Emergency Alerts (WEA) and Emergency Alert System (EAS).
9.	Solution shall have tiered levels of administration to include System Administrators, Organization Administrators and Organizational Message Originators (i.e., Notifiers). System Administrators shall be able to view system activity of all administrators and Notifiers. There shall be no limit on the number of administrators or Notifiers. All Administration is based on the current Everbridge role-based access controls.
10.	Solution shall allow System Administrators and Organization Administrators to manage user accounts. Solution includes flexible role-based access controls to manage user permissions.
11.	Solution shall allow System Administrators and Organization Administrators to create and edit an unlimited number of notification groups and sub-groups. System Administrators and Organization Administrators shall be able to manage their own groups.
12.	Solution includes access to out-of-the box custom branded community opt-in portal with custom fields and opt-in subscriptions. Users can have up to 5 locations/addresses in their profile, prioritize how they are contacted and/or set Quiet Times. The registration portal can support Google Translate. The URL will be automatically created by Everbridge and start with member.everbridge.net. Here is an example for the CT Alert solution in Connecticut - https://member.everbridge.net/index/892807736721724#/login .
13.	Solution public portal shall support both PC and mobile devices (i.e., responsive web design).
14.	Solution shall support Email Notifications.

15.	Solution shall support SMS Notifications via SMPP.
16.	Solution supports Web Posting. To initiate notifications to partner systems or client-side web sites, you can provide one or more URLs. As needed, provide a corresponding username and password for each URL. When sending your notifications, you can select Web Posting as a publishing option and then select the check box for the specific URLs. An Everbridge notification sent to the web service endpoint will be JSON-encoded and will have the properties shown in the following sample message: {"title" : "Notification Title", "body" : "Notification Body", "fileAttachments" : ""} It is the responsibility for the State of Vermont to use the web posting for any external application use.
17.	Solution shall support the ability for client message initiators to post messages to Twitter (as “tweets”) by configuring our solution to connect to and post to the client designated Twitter site(s). The Solution shall also support posting to one or more Facebook pages.
18.	Solution shall support Fax Notifications.
19.	Solution shall provide an email-based delivery method to send an email from the Solution to an intermediary service which allows passing email content on to web based platforms such as social networks, web pages, RSS feeds, etc. or an HTTPS post method whereby clients may “post” notification to any external system which supports HTTPS input/ingestion. In addition, clients also have the ability to use the Everbridge API for further integration requirements. Depending on the requirements, this may require an additional Statement of Work and/or cost.
20.	Solution supports CAP-compliant messaging through IPAWS (available to FEMA authorized clients).
21.	Solution shall support text to speech notifications.
22.	Out-of-the-box registration portal will support Google Translate.
23.	Solution shall support the ability to deploy telephone calls to landline, mobile, and VoIP telephones.
24.	Solution shall have the capability to support polling notifications whereby a client may deliver message content to the target audience, ask them a question, and provide the recipients with up to 9 responses from which they can choose. Any interaction by the recipient of a polling notification will be reported back to the Solution for immediate reporting purposes.
25.	Solution shall be able to support live voice recordings.
26.	Solution shall allow voice recorded messages to be reviewable prior to message publication/transmission.
27.	Solution shall allow for call (phone) retries in the event of a ring-no-answer.
28.	Solution shall have the ability to detect if a human or an answering machine has answered a placed phone call.
29.	Solution shall leave a voice mail message if an answering machine has answered a placed call (phone).
30.	Solution shall have the ability to set a unique Caller ID for outbound Notifications.
31.	Solution shall have reporting and communication functionality to determine telephone numbers or contacts that should be removed from the solution.
32.	Solution shall allow for the creation and storage of predefined messages/scenarios (templates). The Solution shall be able to store

	templates with content and target groups for later deployment.
33.	Solution shall support a one screen notification workflow, where the user can enter the message content, determine the message type (e.g. standard, polling or 1-click conference bridge), select who should receive the message (internal groups and/or residents), and confirm the delivery settings.
34.	Solution shall support a Web Posting option. The Solution’s recipient mobile app shall provide the public with a user-friendly, interactive map to view active Incident Zones, and users can click on the map to see details of alerts from public agencies.
35.	Solution shall support a master account and all organizations capable of having their own configurations, private groups, templates, broadcast capability, data management capability, etc.
36.	Solution shall support a master account and all organizations capable of having their own configurations, private groups, templates, broadcast capability, data management capability, etc.
37.	Contractor shall work with the State to define a process for interfacing with the Vermont Emergency Management DisasterLan Application or other Emergency Management solution. Depending on the requirements, this may require an additional Statement of Work and/or cost.
38.	Solution shall have a built-in text editor allowing Rich Text formatting of message content for Notifications (public and private).
39.	Solution shall support the ability for system administrators (Account Admins and Organization Admins only) to manually upload data (CSV) that can add, edit, and delete message recipients and/or groups from the Solution without vendor assistance.
40.	Solution shall allow via the web interface the ability to edit a notification template prior to sending, update a message template prior to sending, or follow up editing of a previously sent message to a specific audience.
41.	Solution shall allow ability to see the complete Notification prior to Notification publication/transmission. The Solution does not include an additional preview page to send a notification.
42.	Solution shall allow a message sender or administrator to stop a notification after it has been initiated, thereby stopping attempts to delivery methods that have not yet been sent.
43.	Solution shall allow for Notifications to be scheduled for delivery based on date and time.
44.	The Solution supports a broadcast duration of up to 24 hours.
45.	Solution shall be able to display all Organizational Notifications (current, scheduled, templates, recurring and archived). Contractor stores data for up to 18 months.
46.	Solution allows users to add up to five (5) locations to their profile, as well as to opt-in to topical subscriptions.
47.	Solution shall allow a message sender to draw a polygon in the map tab or us “My Shapes” to select are area, and the Solution to will display the number of contacts selected within the polygon(s).
48.	Solution shall allow the Organization Administrators the ability to populate the target Notification recipient list by geospatial polygons, either drawn at time of notification, or uploaded by administrators ahead of.

49.	Solution shall allow the Organization Administrators the ability to populate the Notification recipient list via a GIS map (e.g., circle, rectangle/square, free form polygon or enter an address and then put in a radius).
50.	Solution shall support the ability to import and display organization based predefined GIS shape files. The My Shapes library accepts only closed, single-loop polygons; the application does not accept or load point or line shapes for selecting contacts. Also, your file can contain multiple polygons, which you will be able to load/hide separately on the map. This feature does not currently accept polygons with holes (for example, donuts) and multi-part polygons. In addition, you can export any shapes from the My Shapes library; the exported shape will be provided in Shapefile format. We recommend involving a member of your GIS team in the initial planning discussions for the solution.
51.	Solution can automatically geo-coded contacts based on physical address information (or latitude/longitude). For addresses that are not able to be geo-coded, the user can also select to “drop a pin” on the map in the exact location of their physical address.
52.	The Solution’s recipient mobile app shall provide the public with a user-friendly, interactive map to view active Incident Zones, and users can click on the map to see details of alerts from public agencies.
53.	All (Agency/Department orgs) and sandbox organizations will have their own Test Organization (environment).
54.	Solution shall support the ability to send Notifications to Private Groups.
55.	Solution can accomplish mass notification TO BOTH the Public and Private Groups from a single Notification via phone, SMS messaging, email, FAX as well as web publishing, and social media to contacts in the same Organization. Many clients leverage separate Organizations for internal contacts. Contractor will recommend best practices based on our experience with other large deployments. Vendor may provide other methods as capable or available.
56.	Solution supports two different priorities of messages (High Priority or Non-Priority.) A high priority message will take precedence over a standard priority message if the two are in the message queue.
57.	Solution shall allow Notifications to contain links/urls, photos, video, audio, and other document attachments (e.g., .DOC, DOCX - Microsoft Word, .XLS, XLSX - Microsoft Excel, .PPT, PPTX - Microsoft PowerPoint, .TIF/TIFF - Tagged Image File Format, .TXT - Plain Text, .HTML - Hypertext Markup Language, .RTF - Rich Text Format, .PDF - Adobe Portable Document Format, .JPG - JPEG images, .VSD - Visio drawings and .GIF - Graphics Interchange Format).
58.	Solution shall allow a quick-link (e.g. tinyurl) for recipients of text messages to click on or to copy link into browser for viewing full message. Users must create those with a separate tinyurl creation tool not provided by Contractor and copy and paste the url into the Text message.
59.	Solution shall allow Notification attachments with a maximum of 2MB size.
60.	Before sending a notification, the Solution allows the user to view the number of contacts manually added to a notification, the number of groups included in a notification, and the number of contacts added to a notification using the Mapping feature. Users can also click on “Preview contacts” to view the total number of unique contacts for the notification. After the

	notification has been sent the Solution provides notification analysis reports.
61.	Solution allows a recipient to text “STOP”, and the Solution will automatically remove the SMS number to be compliant with SMS regulations. If the Department wants to create a blacklist, the Department can use custom attributes in the Solution to manually add numbers to a blacklist.
62.	Solution shall have a configurable call throttling mechanism. The throttling settings should allow Admin users to modify the overall speed for all calls going out or specify an area code and prefix to modify the speed for a specific area or building.
63.	Solution allows message sender or administrator to stop a notification after it has been initiated, thereby stopping alerts to delivery methods that have not yet been sent.
64.	Solution shall allow for contacts to define quiet time periods for specific delivery methods during which users may not receive notifications.
65.	Solution Administrators for an Organization shall have the ability to create one (1) customized default phone call greeting/preamble (e.g., 'This is a message from the Vermont mass notification and alerting Solution'). For the actual message, a user can record the message using the Everbridge recorder, use a telephone, or upload a file.
66.	Solution shall have the ability for Organizational Administrators to create one (1) customized phone call greetings/preambles (e.g., 'This is a message from Vermont mass alerting Solution'). For the actual message, a user can record the message using the Everbridge recorder, use a telephone, or upload a file.
67.	Solution shall allow Solution Administrators to customize, without vendor intervention, MNS web page content, banners (e.g., email, FAX, etc. for custom branding), numeric caller-id, email source (sender) address and reports.
68.	Solution shall allow Organizational Administrators to customize, without vendor intervention, MNS web page content, banners (e.g., email, FAX, etc. for custom branding), numeric caller-id, email source (sender) address and reports for their specific organization.
69.	High level log information is available for user record changes directly in the console (who last updated the record, when it was last updated) and clients may generate Ad-Hoc Reports based on this information.
70.	Solution shall have a profile page allowing user to edit their account information (i.e. - password, security question, etc.) with at least 1 security challenge question.
71.	Solution shall allow the public to opt into the Solution by registering associated contact information (e.g., phone numbers, SMS numbers, email addresses, and FAX numbers). The Solution will only require the public to enter one selection for the account to be eligible to receive alerts.
72.	Solution shall allow a public Subscriber to register up to five location points (addresses) in their profile (e.g., home, work, school, etc.).
73.	Solution shall not allow a public Subscriber to register without identifying at least one location point (address) in their profile (e.g., home, work, school, etc.).

74.	Contact paths in the Everbridge Solution include: 6 phones, 5 phones with extension, 2 SMS devices, 1 One Way SMS, (often used for SMS paging), 3 email addresses, 3 TTY/TDD devices, 1 recipient app (Everbridge App).
75.	Solution shall allow a Public Subscriber to subscribe to different message categories and sub-categories.
76.	Solution shall allow a Public Subscriber in their profile on the registration portal to prioritize their contact paths (e.g. text, then email, then mobile app, then home phone, etc.) to receive notifications.
77.	Solution shall provide default alert settings for Public Subscribers who do not wish to customize their alerts.
78.	Solution shall provide a self-service method for Public Subscribers to retrieve their passwords without a Solution Administrator or help desk assistance.
79.	Vendor shall provide a Project Manager to manage the project for all deliverables defined in the scope of work.
80.	Vendor shall provide an Onboarding Specialist to support implementation deliverables defined in the scope of work.
81.	Project Manager shall provide a detailed work plan which identifies and sequences the activities needed to successfully complete the project defined in the scope of work.
82.	Project Manager shall provide a detailed project schedule defined in the scope of work with milestones and resources assignments.
83.	Project Manager shall provide weekly reports and status updates in a format mutually acceptable to VT ADS and Contractor.
84.	Project Manager shall track vendor work defined in the scope of work and provide weekly reports and status updates in a format mutually acceptable to VT ADS and Contractor.
85.	Vendor shall provide System Administrator's training on administrative functions within the application.
86.	Vendor shall provide System Administrator training on reporting and creating custom reports.
87.	Vendor shall provide tutorials for Organizational Administrators on how to create Notifications and provide updates as needed for the duration of the Contract. Everbridge University is Contractor's web-based learning management system that can be accessed anytime by clients for new product training or by new hires of the Department or by veteran employees who wish to pursue refresher training on the Solution. All material will be available prior to the Solution going live and as part of the final acceptance criteria.
88.	Vendor shall provide electronic documentation via our Online Help and Everbridge University to Organizational Administrators on how to create Notifications and provide updates as needed for the duration of the Contract. All material will be available prior to the Solution going live and as part of the final acceptance criteria.
89.	Vendor shall provide a plan to migrate all subscribers of the current system to the vendor hosted solution. Vermont must provide subscriber data to Contractor along with a data dictionary of the fields and a tech resource to assist in mapping. Contractor will conduct a one-time baseline migration of the data and the State will be responsible for updating and/or managing the data moving forward. Data will not include usernames or passwords.

90.	All requirements are applicable to the Development, Testing and Live Production Environments. Development and Testing regions may be a scaled version of production as appropriate to the testing and development being performed. Contractor will provide an Organization as a testing and training environment and the State will be responsible for configuring and maintaining these environments.
91.	Solution shall encrypt State Data in transit and at rest.
92.	Solution shall encrypt application databases used to support the SOLUTION.
93.	High level log information is available for user record changes directly in the console (who last updated the record, when it was last updated) and clients may generate Ad-Hoc Reports based on this information.
94.	Solution Service Level Agreement (SLA) is defined in Exhibit 3
95.	Vendor support is defined in the Technical Support Services Guide in Exhibit 2.
96.	Solution shall provide online real time reports detailing the success, failure and reason for failure of Notification dissemination.
97.	Solution shall allow for online real time granular and detailed reporting on Subscriber counts by jurisdiction, alerting category/sub-category, member organization and Notification group.
98.	Solution shall generate Ad Hoc reports using our existing drag and drop interface and provide detailed notification analysis reports.
99.	Solution shall provide System Administrators the ability to send out a notification to all subscribers and direct recipients to review and update contact information preferences and provide a link to the Contact Self-Serve recipient portal in the message body.
100.	Solution shall provide System Administrators the ability to report on the number of subscribers who have edited their account information.
101.	Solution shall provide the System Administrators the ability to delete all inactive accounts one at a time or "en masse".
102.	Vendor shall provide application enhancements, patches, and hotfixes.
103.	Vendor shall provide their Change Management process in regard to implementing Solution changes, patch deployments, and hotfixes.
104.	Solution shall support the application on all supported versions of industry standard browsers that supports TLS 1.2 encryption.
105.	Solution shall generate Ad Hoc reports using our existing drag and drop interface and four standard reports including Notification Dashboard Report, Broadcast Report, Detailed Notification Analysis Report, and an Event Analysis Report. Reports shall include detailed results of message content, target audience, contact attempts made, devices targeted, and time/date stamp.
106.	Vendor shall be responsible for the security of the Solution data and infrastructure that supports it.
107.	Vendor shall logically and/or physically segregate the live production environment from the Testing and Development environments.

108.	Vendor shall have each client's data partitioned within the production database. To address the privacy and segregation of each Contractor client's data, Contractor employs a unique Account ID, ORG ID, Data Segregation, and query validations for all operations to ensure one client does not gain access to another's data.
109.	Vendor warrants that all data center(s) used to perform the services under the resulting Contract will be Tier 3 compliant to an industry standard.
110.	Vendor shall maintain a reliable data center using stable network fiber and power grid.
111.	Vendor shall notify Vermont MNS Administrators of planned maintenance, patches, code revisions, etc.
112.	Vendor shall maintain detailed records for any hardware and software changes.
113.	Solution shall allow designated personnel the ability to distribute Notifications on the behalf of other Authorized Organizations.

2. TECHNICAL REQUIREMENTS

1.	Contractor's security infrastructure shall be based upon compliance with the NIST 800-53 framework.
2.	Contractor shall, should a catastrophic event occur, and the recovery of systems is required, comply with the stated maximum Recovery Time Objective (RTO) of 15 minutes (or less) and the Recovery Point Objective (RPO) of 24 hours (or less).
3.	Contractor shall maintain a Business Continuity and Disaster Recovery (BCDR) plan that is reviewed and tested annually and approved by Executive Management. Vendor shall provide the BCDR Plan Table of Contents (ToC) and the latest Continuity Plan Test Results within 30 days of contract execution.
4.	Every system and tier within the solution infrastructure shall be individually fault tolerant, with redundant power, networking, and hardware, telephony, and data communication wherever possible. Solution Service Level Agreement (SLA) is defined in Exhibit 3
5.	Contractor shall host and manage all elements of the solutions. Security, operating system, and application updates shall be certified prior to consideration for rollout and all updates shall adhere to change management procedures which are governed by NIST 800-53 (http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r4.pdf) CM-1 through CM-11.
6.	Contractor shall apply active monitoring and intrusion detection against all aspects of the solution from multiple monitoring points around the globe. Contractor shall apply audit and logging procedures which are governed by NIST 800-37/53 (http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r4.pdf) and details can be found in controls AU-1 through AU-16. Should a breach in security occur, impacted clients are notified directly by Contractor personnel and as per the Everbridge Services Agreement.

7.	Data backup activities shall be performed consistent with NIST 800-53. Partial backups shall be performed daily and full backups shall be conducted weekly. Backups shall be stored on SANs within each cloud facility and shall be encrypted.
----	--

EXHIBIT 2 EVERBRIDGE TECHNICAL SUPPORT SERVICES GUIDE

Everbridge Technical Support Services Guide

support.everbridge.com/articles/Technical_Support/Everbridge-Technical-Support-Services-Guide

Everbridge is committed to helping our clients achieve and maintain performance excellence. As part of our commitment, it is our goal to improve the Everbridge services by managing and resolving your technical inquiries. The purpose of this document is to communicate the support options and processes, and to effectively manage service expectations.

The following technical support services are available to clients as part of the Everbridge solution:

- The self-service Support Center, email support, and phone support are available 24x7x365.
- A top-priority phone queue to the Emergency Live Operator service is provided to help you send emergency notifications if you cannot access the Everbridge interface directly, and five emergency live operator messages are available per year without any additional cost. The Emergency Live Operator service is available 24x7x365.

NOTE: this services guide applies to users of the Everbridge Suite™ solutions. Only English language technical support is provided at this time. The Emergency Live Operator service is unavailable for Crisis Commander clients who do not have access to the Everbridge Suite solution.

Everbridge Technical Support Contact Information

From within the Everbridge Suite solution, choose **Help & Support**, then **Everbridge Support Center** to access the Support Center, where you can access personalized contact information, real-time system status, support cases, and more. Crisis Commander clients can contact support using the information below.

Contact Method	Contact Address/Number
Everbridge Technical Support Email	support@everbridge.com
Global Direct Phone Technical Support	+1 818-230-9798
U.S. & Canada Toll-Free Technical Support	866-436-4911
United Kingdom Toll-Free Technical Support	0800-098-8031
Contact Method	Contact Address/Number

Germany Toll-Free Technical Support	0800-184-4301
France Toll-Free Technical Support	0-805-08-07-12
Spain Toll-Free Technical Support	900-86-85-61
Singapore Toll-Free Technical Support	3158-6002
Norway Customer Support (Mo-Fr,8:00-16:00 CET)	+47 2350 1600

Everbridge Emergency Live Operator Contact Information

Global Direct Emergency Live Operator	+1 818-230-9797
U.S. & Canada Toll-Free Emergency Live Operator	877-220-4911
United Kingdom Toll-Free Emergency Live Operator	0800-098-8273
Germany Toll-Free Emergency Live Operator	0800-181-9027
France Toll-Free Emergency Live Operator	0-805-08-06-13
Spain Toll-Free Emergency Live Operator	900-83-88-75

Support Center

The Everbridge Support Center contains everything you need to know about our products and services, system status, answers to your questions, and contact information in case you need to submit a support ticket or contact us directly. To access the Support Center from the Everbridge Suite, choose **Help & Support**, then **Everbridge Support Center**.

Training

Everbridge University offers a growing library of over 40 hours of training across more than 80 courses. Administrators and users can watch and listen to animated lessons in order to become an expert on the entire platform, or just get a quick refresher on a key subject. The online courses contain lessons that are focused on a task and are 10 minutes or less in length.

- New team members can get their training without waiting for a class or webinar to be scheduled.
- Rather than trying to find a topic in a webinar that can run an hour or more, the modular training provides specific key training areas for quick review.

- Viewers can easily fast forward or rewind to pinpoint what they need to know.

Knowledge

Our knowledge base is full of articles created by the Technical Support team from real support cases, as well as reference material representing the shared knowledge of the other Everbridge teams, such as official product user manuals and implementation guides.

- Access all official product guides in a centralized location.
- Find answers to questions asked by other users pertaining to best practices, steps to perform a specific task, or workarounds to any known issues.

System Status

Real-time information on Everbridge system performance and availability.

- Stay informed about upcoming, on-going, and completed system maintenance. Get the critical steps to minimize impact during service degradation events and know when events are resolved.
- See the **Service Advisories** section below for additional information.

Support Cases

All of the Everbridge phone and email contact information you could want in one place, including the Everbridge Technical Support and Emergency Live Operator contact information provided in the **Contact Information** tables above.

- Your organization's users can submit and review their own support cases right from the Support Center.
- Designated administrators in your organization can oversee all support cases for your account.

Support Case Management

Our team is available 24x7x365 and aims to answer all support phone calls immediately, and to triage support cases submitted via email or the Support Center within four hours.

When submitting a support case, you will receive an email notification when the case has been created. The notification will include the case number, the name of the Technical Support team member or tier assigned to the case, a summary of the inquiry, and the priority level that has been assigned.

	Assigning Support Case Priority	Initial Response
Priority 4: Low	General product questions, configuration assistance, or enhancement requests.	Phone: Immediate

Assigning SupportCase Priority		InitialResponse
Priority 3: Medium	Non-critical technical issues for some or all of your users where a workaround is available and notifications can still be sent.	Phone: Immediate Email/Support Center Submission: 4 hours*
Priority 2: High	Critical technical issues for all of your users, issues without a workaround, or issues causing delays in your notifications. For system unavailability across your organization where notifications cannot be sent and no workarounds are available.	Phone: Immediate Email/Support Center Submission: 4 hours*
Priority 1: Urgent		Phone: Immediate Email/Support Center Submission: 4 hours*

**Cases must be triaged in order to determine priority. If your case is urgent, call Technical Support at a number listed above.*

During the case triage process, the Technical Support team will work with you to obtain as much troubleshooting information as possible, open and assign a priority level to your case, then proceed with additional troubleshooting activities as necessary. For complex inquiries, we may need to escalate your ticket to the next tier as defined below.

Technical Support Tiers

Tier 1	Rapid response to inbound support requests and initial investigation for more complex issues.
Tier 2	If needed, the Tier 1 team may submit your case to Tier 2 for further investigation. The Tier 2 team generally performs additional investigation offline and follows up with you via phone or email.
Tier 3	If needed, both the Tier 1 and Tier 2 support techs may escalate to "Tier 3" by partnering with other Everbridge teams such as Quality Assurance or our Network Operations Center (NOC).

Support will set your expectations as to when you will receive the next update on your case. If an expected update time frame is not known, you will still receive updates on your case on a regular basis. You may also request that your case be escalated at any time, if (for example) you believe an unreasonable amount of time has passed since opening your case with no resolution. To escalate your case, simply call the Technical Support team and ask to speak with the Support Manager.

Service Advisories

Everbridge communicates maintenance activities, service degradation events, and system status alerts via service advisories posted on the Everbridge Support Center. Service advisories are available for thirty days beyond the conclusion of the maintenance or event. If you would like to be notified of service advisories as they are posted, you can configure service advisory notifications by following the steps outlined in the following article: [EBSC Service Advisory Notifications](#).

As of January 1st 2017, service advisory notifications for upcoming releases and other events will only be sent to users that have opted-in using the steps outlined at the link above.

Solution Maintenance

Everbridge is committed to maintaining the highest levels of performance and availability of our solution. There are occasions, however, when the service may be interrupted for planned or event-driven maintenance. Defined below are the different categories of solution maintenance and the standard maintenance windows and advisory periods.

Planned Maintenance

Any maintenance activity with an anticipated impact to system performance, availability, or functionality is considered **Major Maintenance** and we provide a maintenance notification to our customers at least five business days prior to such maintenance as outlined in the **Service Advisories** section above. Our standard maintenance window for Major Maintenance is on Wednesdays between 6:00 PM and 11:59 PM Pacific Time.

Maintenance with little to no anticipated risk of user impact is considered **Minor Maintenance**. Such maintenance may be conducted anytime Monday through Thursday. A maintenance notification will not be provided for **Minor Maintenance**.

Unplanned Maintenance

In order to prevent or mitigate potential service degradation, we may occasionally need to conduct maintenance without being able to provide an advance notification. Such maintenance is considered **Unplanned Maintenance** and we would provide a maintenance notification to our customers at least two business days prior to such maintenance as outlined in the **Service Advisories** section above. This maintenance will also be limited to our standard maintenance window on Wednesdays between 6:00 PM and 11:59 PM Pacific Time.

Emergency Maintenance

If a service degradation does impact the Everbridge solution, our first priority is to restore service and resume normal operation. Under such circumstances, we may need to perform restorative maintenance. Such maintenance is considered **Emergency Maintenance** and may only be conducted on an as-needed basis, with explicit Senior Operations Management approval. Due to the nature of such maintenance, it may be conducted without any prior notice and any time of the day.

Incident Management & Root Cause Analysis

Everbridge understands that our customers rely upon our platform for assured critical communications, especially for health, safety, and critical business processes. We take incidents extremely seriously and work non-stop to resolve customer-impacting incidents. To provide a high level of service to our customers, Everbridge utilizes operational processes based upon the IT Infrastructure Library (ITIL) framework, a de facto industry standard for IT service management. Root Cause Analysis (RCA) is a component of the ITIL problem management process.

As outlined above, our first priority with any service degradation is to restore service and resume normal operation. Once service is restored the focus changes to analysis, determining the root cause, and preventing recurrence. Prevention may contain actions to improve detection through monitoring, building out additional or replacement infrastructure, or developing software enhancements. It may take several days of investigation and cross-team coordination to develop the appropriate course of action to best serve our customers. Engineering teams from many different disciplines become involved in the resolution and review of incidents that are impactful to the platform and to our customers.

You may request a copy of the RCA document for any Everbridge service degradations where the root cause was determined to be within the Everbridge solution. The Everbridge goal is to be able to provide a documented RCA after the resolution of a critical event within five days of a request. This document will contain the following:

- event start date
- event end date
- timeline of events
- root cause of the event
- corrective action(s) to restore service

An RCA is not provided if the root cause of the reported issue is determined to be outside of the Everbridge solution and therefore outside of the direct control of Everbridge. Examples of such issues would be regional telecom or Internet provider issues impacting the delivery of messages to recipients in a particular location or on a particular downstream telecom/wireless or Internet provider.

Exhibit 3

Everbridge Suite Service Level Agreement

1. Overview

This Service Level Agreement (“SLA”) is applicable only to the provision of modules of Everbridge Suite, consisting of Mass Notification, Safety Connection, Incident Communications, IT Alerting, Crisis Management, and Visual Command Center (for purposes of this SLA, the “Services”) that have been purchased by Client. Everbridge reserves the right to change or update this SLA from time to time, except that such changes shall not reduce the targets set forth below. To the extent that there is any conflict between the terms of this SLA and the Agreement, the terms of the Agreement shall prevail.

2. Availability Target

Everbridge shall use commercially reasonable best efforts to achieve Availability of 99.99% or greater in each calendar quarter, with such quarters beginning as of 12:00 a.m. Pacific Standard Time on the first day of a given calendar quarter and ending at 11:59:59 p.m. Pacific Standard Time on the last day of a given calendar quarter.

“Availability” shall mean the ability to access the Services and send a notification to one or more delivery methods per recipient.

3. Performance Target

During a 60-minute period, Everbridge shall send a minimum number of messages to the first delivery method for all Client notifications, using the standard configuration, per the table below. Messages do not include third party network delivery.

Delivery Method	Standard Message Configuration	Minimum Number of Messages in 60 Minutes
Everbridge smartphone application	500 characters	600,000
Voice	30 seconds	300,000
SMS	500 characters	600,000
Email	500 characters	600,000

Minimum numbers above do not apply when Client uses the delivery throttling feature or intervals between delivery methods.

4. Scheduled Maintenance

“Scheduled Maintenance” means maintenance scheduled in advance to implement updates and/or perform system maintenance. In general, the timing of Scheduled Maintenance will be posted at least two (2) business days prior to the Scheduled Maintenance window. If Scheduled Maintenance is expected to interrupt Availability, then a Scheduled Maintenance service advisory will be posted to the Customer Support Center website.

5. Confidentiality

Client acknowledges and agrees that this SLA and any information shared pertaining to this SLA shall constitute the Confidential Information of Everbridge. Client’s unauthorized disclosure of any such Confidential Information shall constitute a material breach of the Agreement. In the event of such material breach, Everbridge may exercise any rights provided in the Agreement or otherwise allowed by law. Client’s confidentiality obligations with respect to the SLA shall survive termination of the Agreement.

6. Reporting

Service level metrics will be provided quarterly upon request. Requests must be made in writing to Client’s Account Manager within fifteen (15) business days after the end of the applicable calendar quarter.

7. Everbridge Testing Methodology

For the purpose of establishing and measuring Availability, Everbridge regularly executes accessibility testing and measures success as an average percentage of uptime each quarter. The test utilizes an independent third-party solution to monitor the availability of Services from around the world. Availability is measured from multiple geographically distributed locations at multiple times per hour for all Services.

The Availability and Performance percentage is calculated by subtracting from 100% the percentage that the Services are determined not to be available or not performing in accordance with the target during a given calendar quarter. The quarterly Availability percentage shall be calculated only on the basis of whole calendar quarters.

8. SLA Exclusions

The targets set forth in this SLA do not apply in the event of disruptions caused by any (i) suspension of Services in accordance with the Agreement; (ii) factors outside of Everbridge's reasonable control, including force majeure event(s), or Internet access or related problems beyond the demarcation point of Everbridge; (iii) actions or inactions of the Client or any third party, or (iv) Scheduled Maintenance.

EXHIBIT 4
CONTRACTOR SaaS-SPECIFIC TERMS

1. RESPONSIBILITIES.

- a. **State Data.** “**State Data**” is all electronic data State transmits to Contractor to or through the Solutions. State shall retain all ownership rights in State Data. State shall have sole responsibility for the accuracy, quality, integrity, and legality of all State Data. By ordering the Solutions, State represents that it has the right to authorize and hereby does authorize Contractor and its Solution Providers to collect, store and process State Data including Contact data subject to the terms of this Agreement. “**Solution Providers**” shall mean communications carriers, data centers, colocation and hosting services providers, short messaging services (“**SMS**”) providers and content and data management providers that Contractor uses in providing the Solutions. State acknowledges that the Solutions are a passive conduit for the transmission of State Data and any data submitted by Contacts, and Contractor has no obligation to screen, preview or monitor content, and shall have no liability for any errors or omissions or for any defamatory, libelous, offensive or otherwise unlawful content in any State Data or data submitted by Contacts, or for any losses, damages, claims, or other actions arising out of or in connection with any data sent, accessed, posted or otherwise transmitted via the Solutions by State or Contacts.
 - b. **Limitations on Use.** State is responsible for all activity occurring under State’s account(s) and shall comply with all applicable privacy laws and all other applicable laws and regulations in connection with State’s use of the Services, including its provision of State Data to Contractor. Where applicable, State shall obtain the required consent of Contacts to send communications through the Solutions. State shall use the Service in accordance with Contractor’s Acceptable Use Policy included herein at the end of this Exhibit 3. State shall promptly notify Contractor of any unauthorized use of any password or account or any other act or omission that would constitute a breach or violation of this Agreement.
- 2. Suspension.** Contractor may suspend the Solution or any portion, for (i) emergency network repairs, threats to, or actual breach of network security; (ii) any substantive violation by State of Section 1 or 3.2; or (iii) any legal, regulatory, or governmental prohibition affecting the Solution. In the event of a suspension under (i) or (iii), Contractor shall use its best efforts to notify State through its State Portal and/or via email prior to such suspension and shall reactivate any affected portion of the Solution as soon as possible. In the event of suspension under (ii), Contractor shall use best efforts to notify State within two (2) hours of such suspension.

3. PROPRIETARY RIGHTS.

- a. **Grant of License.** Subject to the terms and conditions of this Agreement, Contractor hereby grants to State, during the term of this Agreement, a limited, non-exclusive, non-transferable, non-sublicensable right to use the Solutions.
- b. **Restrictions.** State shall use the Solution solely for its internal business purposes and shall not make the Solution available to, or use the Solution for the benefit of, any third party except as expressly set forth in this Agreement. State shall not (i) sell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Solution except as expressly set forth herein; (ii) modify or make derivative works based upon the Solution; (iii) reverse engineer the Solution; (iv) remove, obscure or alter any proprietary notices or labels on the Solution or any materials made available by Contractor; (v) use, post, transmit or introduce any device, software or routine (including viruses, worms or other harmful code) which interferes or attempts to interfere with the operation

of the Solution; (vi) defeat or attempt to defeat any security mechanism of any Solution, or (vii) access the Solution for purposes of monitoring Solution availability, performance or functionality, or for any other benchmarking or competitive purposes; provided, however, that this subpart (viii) shall not preclude State's ability to issue test messages as specified in Exhibit A. State shall not and shall not attempt to access the Contractor Solutions programmatically except as set forth on the System Inclusion sheet for Contractor Open APIs.

- c. **Reservation of Rights.** The Solutions (including all associated computer software (whether in source code, object code, or other form), databases, indexing, search, and retrieval methods and routines, HTML, active server pages, intranet pages, and similar materials) and all intellectual property and other rights, title, and interest therein (including copyrights, trade secrets, and all rights in patents, compilations, inventions, improvements, modifications, extensions, enhancements, configurations, derivative works, discoveries, processes, methods, designs and know-how pertaining to any of the foregoing) (collectively, "**IP Rights**"), whether conceived by Contractor alone or in conjunction with others, constitute Confidential Information and the valuable intellectual property, proprietary material, and trade secrets of Contractor and its licensors and are protected by applicable intellectual property laws of the United States and other countries. Contractor owns (i) all feedback and other information (except for the State Data) provided to Contractor by Users, State and Contacts in conjunction with the Services, and (ii) all transactional, performance, derivative data and metadata generated in connection with the Solutions. Except for the rights expressly granted to State 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 those to any modification, extension, improvement, enhancement, configuration or derivative work of the Solutions or any the foregoing elements thereof) are and shall remain solely owned by Contractor and its respective licensors, and State hereby assigns any such rights to Contractor. Contractor may use and provide Solutions and Professional Services to others that are similar to those provided to State hereunder, and Contractor may use in engagements with others any knowledge, skills, experience, ideas, concepts, know-how and techniques used or gained in the provision of the Solutions or Professional Services to State, provided that, in each case, no State Data or State Confidential Information is disclosed thereby.

4. WARRANTIES; DISCLAIMER.

- a. **Contractor Warranty.** Contractor shall provide the Solutions in material compliance with the functionality and specifications set forth in Attachment A, Exhibit 1. Contractor shall provide 24X7X365 customer support in accordance with its most recently published Support Services Guide. Professional Services shall be performed in a professional manner consistent with industry standards. THE FOREGOING REPRESENT THE ONLY WARRANTIES MADE BY CONTRACTOR HEREUNDER AND CONTRACTOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.
- b. **Disclaimer.** NEITHER CONTRACTOR NOR ITS LICENSORS OR SERVICE PROVIDERS WARRANT THAT THE SOLUTION WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL CONTRACTOR HAVE ANY LIABILITY FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING FROM FAILURE OF

THE SOLUTION TO DELIVER AN ELECTRONIC COMMUNICATION, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

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

EXHIBIT 5
STATE TECHNICAL AND FUNCTIONAL REQUIREMENTS
DEPARTMENT OF PUBLIC SAFETY (DPS)

SPECIFICATIONS OF CURRENT ENVIRONMENT:

VT-Alert
643,999 Contacts
Mass Notification (MN) Base
Smart Weather Statewide
Critical Alerting
40 Additional Orgs
DPS payment amount: \$134,625.00

Contractor Mass Notification allows users to send notifications to individuals or groups using lists, locations, and visual intelligence. Contractor Mass Notification is a vendor hosted solution supported by state-of-the-art security protocols, elastic infrastructure, advanced mobility, interactive reporting and analytics, adaptive people and resource mapping to mirror your organization, and true enterprise class data management capabilities.

1. Usage*
 - a. Unlimited Domestic Emergency Alerts and Testing Messages
 - b. Unlimited Domestic Non-Emergency Alerts Messaging (*Usage above applies to notifications generated through the Everbridge Manager user interface. Automated notifications are subject to additional fees.)

2. Core Platform Access
 - a. Unlimited Administrators for web-based portal to initiate messages, reporting, and administration
 - b. Unlimited Administrators for ManageBridge Application (iOS, Android) and Mobile Optimized Notification Site (for Blackberry, etc.)
 - c. Forty-Two (42) Organizations with unlimited nested static and dynamic groups
 - d. Two Hundred Thirty-Nine Thousand Three Hundred Eighty Two (239,382) households representing 620,000 resident contacts
 - e. Twenty-Four Thousand (24,000) internal group contacts
 - f. Access to Everbridge Elastic Infrastructure for message delivery
 - g. Access to out-of-the box custom branded community opt-in portal with custom fields and opt-in subscriptions. Users can have up to 5 locations/addresses in their profile, prioritize how they are contacted and/or set Quiet Times. The registration portal will support Google Translate.
 - h. Publish notifications directly to the Smartphones of residents and employees via Contractor mobile app.
 - i. The Everbridge mobile app provides the public with a user-friendly, interactive map that includes highlighted areas of an active Incident Zone, and users can click on the map to see details of the notification from public agencies.
 - i. Ability to alert residents entering an active incident boundary that have downloaded the Everbridge app (even if they are not a contact in your database).
 - j. Flexible role-based access controls to manage user permissions
 - k. Access to Real-Time Dashboard, Notifications Library, Everbridge Universe, and Custom Reporting

1. Access to Auto-Translate and Missing Person Message Guides
3. Key Notification Features
 - a. Contact paths available in the Everbridge Solution include: 6 phones, 5 phones with extension, 2 SMS devices, 1 One Way SMS (often used for SMS paging), 3 email addresses, 3 TTY/TDD devices, 1 recipient app (Everbridge App), 1 TAP Pager, 1 Numeric Pager, 3 Fax numbers, 1 plain text email 1-way, 1 plain text email 2-way using HTTPS Publish, Social Network Posting, and posting to IPAWS.
 - b. Integrated GIS/Map-based, rule-based, group-based, or individual contact selection
 - c. Ability to send standard, polling (e.g., are you available to work tomorrow: press 1 for yes or 2 for no), or on-the-fly 'One-Touch' Conference Call messages
 - d. Ability to send up to five separate attachments to email and the Everbridge app. Total attachment size cannot exceed 2MB of data and no single attachment can exceed 2MB.
 - e. One-screen broadcast creation workflow to speed message creation and reduce human error
 - f. Everbridge Network to access situational intelligence & notifications shared by other public and private groups
 - g. Publish notifications directly Facebook and Twitter
 - h. Publish notifications directly to Websites and services that support API access via HTTPS using 'Web Posting'
 - i. Access to IPAWS for authorized agencies only
 - j. Inherent CAP-compliant messaging through our IPAWS support
 - k. Wireless Emergency Alerts (WEA), Emergency Alert System (EAS), COG to COG (CAPEXCH), and Non-Weather Emergency Messages (NWEM).
 - l. Contact filtering based on custom criteria
 - m. Map-based drawing and selection tools and imported shape files (e.g. Google Maps, Bing Maps, ESRI)
 - n. Automatic address geo-coding for contacts
 - o. Organization specific customizable caller ID, greetings, and broadcast settings
 - p. SMPP based SMS text messaging
 - q. Multi-language Text to Speech Engine and Custom Voice Recording
 - r. Real-time reporting for improved situational awareness and easier after action analysis
 - s. 5 Live Operator Message Initiations per year
 - t. Interactive Dashboard for Organizational Activity Summary
 - u. Unlimited Notification Templates
 - v. Self-service Single Contact Record Adjustments, Contact Import via CSV Upload and via Contact API
 - w. Bulk Contact Management Automation via Secure FTP
 - x. Audio Bulletin Board
 - y. 4 Everbridge basic conference bridge codes
 - z. SMART Weather feature, which includes an integration of location-specific weather alerts from the National Weather Service directly into the Everbridge portal. Users can select the weather alerts they would like to receive from the public portal.
4. Support
 - a. Integration with the State's Active Directory
 - b. Self Service Administrative Set-up, Configuration and Default Preferences
 - c. Unlimited Access to Everbridge University classes
 - d. 24x7 Customer Support (phone, web, email)
 - e. Global Support/Operations Centers for Redundant Live Support
 - f. Including Statewide shared support (See Attachment A, Exhibit 1)

5. Performance Measure 1:
Contractor will adhere to the Service Level Agreement (SLA) as provisioned in this contract (Attachment A, Exhibit 3).

Performance Measure 2:
Contractor will adhere to the Everbridge Technical Support Services Guide as provisioned in this contract (Attachment A, Exhibit 2).

EXHIBIT 6
STATE TECHNICAL AND FUNCTIONAL REQUIREMENTS
VERMONT DEPARTMENT OF HEALTH (VDH)

SPECIFICATIONS OF CURRENT ENVIRONMENT:

Health Alert Network

15,000 Contacts

Mass Notification (MN) Base

API Contact

SSO

VDH payment amount: \$45,000.00

Everbridge, Inc. Unified Critical Communication Suite is a comprehensive information sharing, collaboration, alerting and notification solution that will enable the State to rapidly alert key personnel of emergent incidents, as well as maintain a detailed contact database for those response partners, using a secure web-based portal. Contractor agrees to:

- a. Provide a secure web-based portal for the Unified Critical Communications Suite for the Vermont Health Alert Network. This will consist of a site portal for administrators to be able to initiate alerts and messages, as well as a contact portal for users to login and update their contact information and preferences.
- b. The Contractor will support the State's use of Office 365 in the event that issues arise in relation to message deployment. The system must be browser agnostic, and compatible with Internet Explorer, Mozilla Firefox, and Google Chrome.
- c. Ensure deployment of notifications through a highly survivable and resilient alerting and accountability tracking system, in accordance with the Service Level Agreement.
- d. Enable flexible and secure communication by supporting multi-modality alerting via phone, email, fax, pager, SMS/text, and smartphone application 24/7/365.
- e. Incorporate administration of users and permissions via a highly flexible role, organization and jurisdictional structure. This service must accommodate varying levels of user access to site information and functions. Permissions should be customizable by the system administrators.
- f. Provide the following Unified Critical Communications Suite Maintenance and Technical Support:
 - i. The Unified Critical Communications Suite annual maintenance and technical support contract covers technical support and enhancements to the licensed Unified Critical Communications Suite components. Product versions are regularly released with new features and functionality.
 - ii. Maintain updated Help system support files that remain relevant for new software versions, including Everbridge University and other available resources.
 - iii. The ability to access (and re-use information from) Help files and webinars for training purposes.
- g. Use State of Vermont Active Directory to align the log in credentials of the system for added security and ease of use. This integration will be in coordination with the State's Department of Information and Innovation (DII). In addition, Contractor will provide a backup system of login credentials that could be used in lieu of the State of Vermont Active Directory, if needed. User accounts must have associated strong passwords for confirming a user's identity. Contractor will require a unique username and a complex alpha-numeric password between 8 and 64 characters for all users. 4 hours of professional services for Active Directory Integration, using SAML 2.0, for authentication purposes only. All contact data management will be done separately using the contact manager portal, contact upload feature, secure SFTP upload or branded member registration portal.
- h. Standard helpdesk assistance. 24x7 Customer Support (phone, web, email), including Global Support/Operations Centers for Redundant Live Support.

- i. Allow for 6,500 contacts in the system with the ability for up to 6,500 of those contacts to be administrators in the system, including:
 - i. Administrators for web-based portal to initiate messages, reporting and administration.
 - ii. Administrators for ContactBridge Application (iOS, Android) and Mobile Optimized Notification site (for blackberry, Windows 10 etc.).
 - iii. Flexible role-based access controls to manage user permissions.
- j. Usage:
 - i. Unlimited domestic emergency alerts and testing messages using all available modalities, including landline phone, cellular phone, mobile app, SMS/text messaging, email, social media feeds, fax and pager.
 - ii. Unlimited domestic non-emergency alerts and messaging using the same modalities listed above.
- k. Access to Everbridge Elastic Infrastructure for message delivery.
- l. Access to Real-Time Dashboard, Notifications Library, Everbridge Universe, and Custom Reporting.
- m. Custom branded community opt-in portal with custom fields and opt-in subscriptions.
- n. Key notification features include:
 - i. Integrated GIS/Map-based, rule-based, group-based, or individual contact selection
 - ii. Ability to send standard, polling, or on-the-fly 'One-Touch' Conference Call messages
 - iii. One-screen broadcast creation workflow to speed message creation and reduce human error
 - iv. Publish notifications directly to Websites and services that support API access via HTTPS using 'Web Posting'
 - v. Contact filtering based on custom criteria
 - vi. Map-based drawing and selection tools and imported shape files (e.g. Google Maps, Bing Maps, ESRI)
 - vii. Automatic address geo-coding for contacts
 - viii. Organization specific customizable caller ID, greetings, and broadcast settings
 - ix. SMPP based SMS text messaging
 - x. Multi-language Text to Speech Engine and Custom Voice Recording
 - xi. Real-time reporting for improved situational awareness and easier after action analysis
 - xii. Five (5) Live Operator Message Initiations per year
 - xiii. Interactive Dashboard for Organizational Activity Summary
 - xiv. Unlimited Notification Templates
 - xv. Self-service Single Contact Record Adjustments
 - xvi. Self-service Contact Import via CSV Upload
 - xvii. Bulk Contact Management Automation via Secure FTP
- o. Unlimited Access to Everbridge University classes and other available training resources. Training resources will be updated and aligned with new versions and features that are released by Everbridge.
- p. Dedicated Account Manager
- q. Support
 - i. Self Service Administrative Set-up, Configuration and Default Preferences.
 - ii. Including Statewide shared support (See Attachment A, Exhibit 1)

Performance Measure 1: Contractor will adhere to the Service Level Agreement (SLA) as provisioned in this contract (Attachment A, Exhibit 3).

Performance Measure 2:

Contractor will adhere to the Everbridge Technical Support Services Guide as provisioned in this contract (Attachment A, Exhibit 2).

EXHIBIT 7
STATE TECHNICAL AND FUNCTIONAL REQUIREMENTS
DEPARTMENT OF CORRECTIONS (DOC)

SPECIFICATIONS OF CURRENT ENVIRONMENT:

Emergency Notification

5,149 Contacts

Mass Notification Base

7 Additional Orgs

DOC payment amount: \$12,950.00

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

1. Usage
 - a. Unlimited Domestic Emergency Alerts and Testing Messages
 - b. Unlimited Domestic Non-Emergency Alerts Messaging

2. Core Platform Access
 - a. Unlimited Administrators for web-based portal to initiate messages, reporting, and administration
 - b. Unlimited Administrators for ManageBridge Application (iOS, Android) and Mobile Optimized Notification Site (for Blackberry, Windows 10, etc.)
 - c. Access to Everbridge Elastic Infrastructure for message delivery
 - d. Custom branded community opt-in portal with custom fields and opt-in subscriptions
 - e. Flexible role-based access controls to manage user permissions
 - f. Access to Real-Time Dashboard, Notifications Library, Everbridge Universe, and Custom Reporting

3. Key Notification Features
 - a. Integrated GIS/Map-based, rule-based, group-based, or individual contact selection
 - b. Ability to send standard, polling, or on-the-fly 'One-Touch' Conference Call messages
 - c. One-screen broadcast creation workflow to speed message creation and reduce human error
 - d. Everbridge Network to access situational intelligence & notifications shared by other public and private groups
 - e. Publish notifications directly to Websites and services that support API access via HTTPS using 'Web Posting'
 - f. Contact filtering based on custom criteria

- g. Map-based drawing and selection tools and imported shape files (e.g. Google Maps, Bing Maps, ESRI)
 - h. Automatic address geo-coding for contacts
 - i. Organization specific customizable caller ID, greetings, and broadcast settings
 - J. SMPP based SMS text messaging
 - k. Multi language Text to Speech Engine and Custom Voice Recording
 - l. Real-time reporting for improved situational awareness and easier after-action analysis.
 - m. Five (5) Live Operator Message Initiations per year
 - n. Interactive Dashboard for Organizational Activity Summary
 - o. Unlimited Notification Templates
 - p. Self-service Single Contact Record Adjustments
 - q. Self-service Contact Import via CSV Upload
 - r. Bulk Contact Management Automation via Secure FTP
 - s. Four (4) Everbridge basic conference bridge codes
4. Support
- a. Self Service Administrative Set-up, Configuration and Default Preferences
 - b. Unlimited Access to Everbridge University classes
 - c. 24x7 Customer Support (phone, web, email)
 - d. Global Support/Operations Centers for Redundant Live Support Dedicated
 - e. Account Manager
 - f. Including Statewide shared support (See Attachment A, Exhibit 1)
5. Performance Measure 1:
Contractor will adhere to the Service Level Agreement (SLA) as provisioned in this contract (Attachment A, Exhibit 3).
- Performance Measure 2:
Contractor will adhere to the Everbridge Technical Support Services Guide as provisioned in this contract (Attachment A, Exhibit 2).

**ATTACHMENT B
PAYMENT PROVISIONS**

The maximum dollar amount payable under this contract is not intended as any form of a guaranteed amount. The Contractor will be paid for products or services actually delivered or performed, as specified in Attachment A, up to the maximum allowable amount specified on page 1 of this contract. All Ordering Documents made under this Master Agreement shall be subject to and governed by the following payment provisions.

1. Prior to commencement of work and release of any payments, Contractor shall submit to the State:
 - a. a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this contract; and
 - b. a current IRS Form W-9 (signed within the last six months).
2. Payment terms are Net 30 days from the date the State receives an error-free invoice with all necessary and complete supporting documentation. Invoices shall itemize all products delivered or work performed during the invoice period, including, as applicable, the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment. As applicable, a copy of the notice(s) of acceptance shall accompany invoices submitted for payment.
3. Contractor shall submit invoices on an annual basis. Invoices shall be sent to the address listed below, itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State. The State of Vermont Agreement Number and Purchasing Entity's Ordering Document Number and Entity's name shall appear on each invoice for all purchases placed under this Agreement.

Invoices shall be submitted to
Vermont Agency of Digital Services
109 State Street,
Montpelier, VT 05609
ADS.BusinessOffice@vermont.gov

4. Purchasing Entities may solicit the Contractor for deeper discounts than the minimum contract pricing as set forth in the Price Schedule (e.g., additional volume pricing, incremental discounts, firm fixed pricing or other incentives).
5. Reimbursement of expenses is not authorized. All rates set forth in a Ordering Document shall be inclusive of any and all Contractor fees and expenses.
6. Price Schedule. Payment schedule is as follows. For comparison purposes only, products with GSA pricing the schedule can be found at https://www.gsaadvantage.gov/ref_text/GS35F0692P/0UQS4E.3QIU38_GS-35F-0692P_EVERBRIDGEINCGS35F0692P.PDF

Year 1,2,3 Pricing may change depending on additional agencies and modules ordered.

Pricing of current Agency/Department in the Everbridge solution:

QTY	DESCRIPTION	PRICE (annually)
1	TAM	USD \$60,000.00
1	Mass Notification Base (Unlimited Life-safety Notifications via Voice, True SMS, Fax, Email and Push Notification Unlimited Non-Emergency Notifications via Email and Push Notification)	USD 111,605.00
1	Everbridge Suite Security Pack	USD 0.00
29	ProServe - Onsite Hours Consulting Services (per hour fee/T&E included in price)	USD 12,470.00
1	Everbridge Critical Alerting for Public Safety Employees	USD 8,500.00
40	Everbridge Additional Organization	USD 0.00
Year 1 TOTAL:		USD 192,575.00

Additional Training Services: For Hours Beyond the 20 Monthly TAM

Onsite Training (Minimum hours purchased: 16)	\$325.00 hourly rate
Remote Training (Minimum hours purchased: 8)	\$250.00 hourly rate

Additional Org:

Additional Org: Separate org for new State Purchaser	\$500.00 (annual rate)
Separate Org: Additional Purchasers may purchase a separate Org in the VT alert account for internal communications	\$500.00 (annual rate)

Additional Module - including but not limited to: Once purchased are available to all State Users

Mass Notification (MN) Pro – Incident Communications and Community Engagement	\$34,127.00 (annual rate)
Incident Communications: Incident Communications ensures the right processes are followed for every incident by following a consistent, error-free message by following prescribed templates and processes. <ul style="list-style-type: none"> • Includes unlimited templates, • Incident Chat, SMART Conference Bridge(1), • Premium Bulletin Board (1 board). 	\$33,485.00 (annual rate)
Community Engagement: Easy opt-in improves your reach and simplifies sending notifications to residents and visitors about a special event, traffic updates or critical alerts. <ul style="list-style-type: none"> • Easy way for residents and visitors to Text Opt-In (text zip-code or a keyword to 888-777). • 5 keywords per public Org 	\$27,901.00 (annual rate)
Resident Connection: Resident Connection provides verified mobile, landline and VoIP telephone records to use for emergency notifications. Resident Connection phone numbers and addresses are verified and available for list-based or GIS-based targeting.	\$32,200.00 (annual rate)
Single Sign-On functionality supporting Everbridge Administration authentication using SAML 2.0 compliant authentication systems and Identity	\$9000.00 (annual rate)

<p>Providers (IDPs).</p>	
<p>On-Call Scheduling - Everbridge On-Call Scheduling combines real time shift calendars with integrated on-call notifications. Keep track of shifts for a single day or a rotating schedule using multiple calendar views. Includes:</p> <ul style="list-style-type: none"> • Multiple ways to staff a shift to meet coverage, • Layered staffing to match organizational hierarchy and escalation, • Flexible staff availability and temporary replacement management, • Self-service staffing management on the Everbridge mobile app. 	<p>\$60.00 per contact (user). The pricing will vary based on the number of users or if the solution is being added by a specific department or to the entire account.</p>
<p>Visual Command Center - Brings together data about your organizational assets (employees, travelers, buildings, facilities, etc.) and risk events (crime, terrorism, natural disasters, weather, health risks, activism, etc.) which it gets from public, proprietary and partner data sources into a highly visual common operating view. Visual Command Center then correlates those risk events to your assets through its Intelligent Alerting™ to identify critical events that could threaten your organization. Then using built-in assessment data and tools, you can quickly assess threats to determine the appropriate action to take and execute this action directly from the platform, thereby saving valuable time in execution. This time saved can help mitigate or even eliminate the impact of that critical event. Visual Command Center includes risk intelligence data from over 100 different sources to provide a comprehensive view of risk. Some of these types include:</p> <ul style="list-style-type: none"> • Traffic and traffic camera data • Risk event data from trusted partners like International SOS, Dataminr, NC4, and Anvil • Asset data from corporate Asset Management or HR Systems • Integration with Safety Connection providing travel data and access control and badging information to understand an employee’s dynamic location during a critical event • Weather and natural disaster data from sources including the National Weather Service, GDACS, USGS and more • Threat data from our 24x7 Global Intelligence Operations Center (GIOC) • Law enforcement and crime data from the Everbridge Nixle Network • Weather radar and forecast data • Ability to add KML/KMZ layers on-the-fly from trusted sources • Operator-entered risk events 	<p>Custom Pricing based on the number of feeds and assets included in the solution. The pricing will vary based on the number of users or if the solution is being added by a specific department or to the entire account.</p>
<p>Safety Connection - When seconds count, automatically locate your employees even while they’re traveling or simply moving between buildings or campuses. Safety Connection aggregates data to show you where your employees are right now, in real-time. The mobile app includes:</p> <ul style="list-style-type: none"> • Panic Button - Send a panic message to the security team with their current location. In addition to sending the contacts' location, audio and video is also transmitted and shared. • Check-in Capability - Capture and report your contacts' geo-location information back to your security center. 	<p>Starting at \$15,000 for up to 500 users, the pricing will vary based on the specific features included (e.g. SOS button, badge access integration, etc.) and the number of users (e.g. if the solution is being added by a specific department or to the entire account).</p>

<ul style="list-style-type: none"> • Safe Corridor - Stay safe even when entering and passing through an unsafe area. Safe corridor will trigger a panic message when something abnormal occurs. <p>The service can also include the ability to aggregate location data from:</p> <ul style="list-style-type: none"> • Access and badging systems including Lenel, Tyco, S2, and more • Wired and wireless network access points like Cisco. • Office hoteling systems like Dean Evans. • Corporate travel management systems like Concur. • Medical and Security assist providers like International SOS 	
<p>Crisis Management - Everbridge Crisis Management provides organizations a single solution for business continuity, disaster recovery and emergency communication. In one application, crisis teams can coordinate all response activities, teams and resources to accelerate recovery times and maintain command and control when crises evolve into unanticipated scenarios.</p> <p>With all stakeholders – from responders in the field to executives in the boardroom – working from a common operating picture, you will never have to worry that your response plans are not getting executed or tear yourself away from mission critical activities to provide a status update. Fully integrated with the Everbridge platform, Crisis Management employs Everbridge’s best-in-class technology for mass notification, incident management and mobile collaboration. Key Crisis Management features include:</p> <ul style="list-style-type: none"> • Real-time Event Dashboard – Displays all open and completed tasks, enabling a common operating picture and streamlines status update process • Dynamic Task Manager -- Automates task assignment and allows tasks to be added on-the-fly • Document Repository -- Centralizes access to all response plans, tasks, and associated documents (e.g., floor plans) • Audit Logging -- Detailed event logging for all tasks and communications ensures compliance with plans and regulations • Real-time Reporting -- Preconfigured and ad hoc reports can be instantly created to improve situational awareness and easier after-action reporting • Smart Conferencing -- Ensures collaboration between the right team members in real-time • Incident Communication with Chat -- Provides instant communication for improved situational awareness and maintaining a common operating picture • Single Sign-on Integration -- Provides instant access to mobile task lists without having to log into the member portal. 	<p>2,501-5,000 contacts - \$30,000 5,001-10,000 contacts -\$40,000</p> <p>The pricing will vary based on the number of users or if the solution is being added by a specific department or to the entire account.</p>

<p>IT alerting – Everbridge IT Alerting automates and streamlines the way IT communicates during major IT incidents to resolve issues faster and minimize their impact on the business. It provides consistent messages to the right IT experts and keeps all stakeholders and impacted customers informed on resolution progress.</p> <ul style="list-style-type: none"> • On-Call Schedules - IT Alerting helps you track who is on-call on each team, and alert the right people based on the type of incident, time of day, skill set required and location. Smart Routing Identify in real time the right teams and personnel based on who’s on-call, location, skillset, and more. • Smart Routing Technology - Offers multi-criteria-based identification and on-call scheduling to identify the right teams and individuals to engage. • Automated Escalation - Will kick in if people don’t acknowledge in a timely manner. • Smart Orchestration - Rapidly define and deploy a business process, including orchestration, and integration to a specific endpoint application for change, problem, and incident management • Self-Integration Platform (iPaaS) - The API connector offers an easy and flexible way to ingest events and alerts from a variety of third-party tools, such as ticketing systems, service desk systems, ITSM systems, event correlation systems, ITOM systems, APM solutions, and more. • Smart Analytics - Interactive dashboards give visibility and insights into incident response across all areas of IT. Smart Analytics provides incident response trends which is available by group, time or type to help continuously improve processes and assist managers with resource planning and optimizing response times and SLAs. 	<p>IT Alerting Standard with up to 150 IT Resolvers - \$56,640</p> <p>The pricing will vary based on the number of users or if the solution is being added by a specific department or to the entire account.</p>
<p>Secure Messaging app - (SecureBridge app, premium feature), 1 TAP Pager, 1 Numeric Pager, 3 Fax numbers, 1 plain text email 1-way, and 1 plain text email. We will work with the client to limit the number of delivery methods for Operational (Private) and Public Portals to only those necessary during the implementation phase.</p>	<p>\$120 per contact (user). The pricing will vary based on the number of users or if the solution is being added by a specific department or to the entire account.</p>
<p>Additional Purchaser as defined in the standard contract form have the following option:</p>	
<p>Independent mass alert system: Additional Purchasers may choose to enter into a separate GSA-Approved End User License Agreement directly with Contractor to receive the current General Services Administration (GSA) Schedule pricing located at: https://www.gsaadvantage.gov/ref_text/GS35F0692P/0UQS4E.3QIU38_GS-35F-0692P_EVERBRIDGEINCGS35F0692P.PDF</p>	

For State purchases, Contractor shall submit invoices annually in advance unless otherwise specified. If the Purchasing Entity exceeds any role-based numbers, messaging limits or other usage levels specified in the Ordering Document, then Contractor may invoice the Purchasing Entity for any overages at the applicable rates set forth in this Agreement.

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED DECEMBER 15, 2017**

1. Definitions: For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. “Agreement” shall mean the specific contract or grant to which this form is attached.

2. Entire Agreement: This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

4. Sovereign Immunity: The State reserves all immunities, defenses, rights or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.

5. No Employee Benefits For Party: The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

6. Independence: The Party will act in an independent capacity and not as officers or employees of the State.

7. Defense and Indemnity: The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party or any third party.

8. Insurance: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

General Liability and Property Damage: With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

- Premises - Operations
- Products and Completed Operations
- Personal Injury Liability
- Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

- \$1,000,000 Each Occurrence
- \$2,000,000 General Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal & Advertising Injury

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

Additional Insured. The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Notice of Cancellation or Change. There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

9. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports and other proofs of work.

10. False Claims Act: The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

11. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

12. Location of State Data: No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.

13. Records Available for Audit: The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

14. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

15. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

16. Taxes Due to the State:

- A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- B. Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

- C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

17. Taxation of Purchases: All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

18. Child Support: (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, he/she:

- A. is not under any obligation to pay child support; or
- B. is under such an obligation and is in good standing with respect to that obligation; or
- C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

19. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 30 ("State Facilities"); and Section 32.A ("Certification Regarding Use of State Funds").

20. No Gifts or Gratuities: Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

21. Copies: Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

22. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

23. Conflict of Interest: Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

24. Confidentiality: Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

25. Force Majeure: Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

26. Marketing: Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

27. Termination:

A. Non-Appropriation: If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.

B. Termination for Cause: Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.

C. Termination Assistance: Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

28. Continuity of Performance: In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

29. No Implied Waiver of Remedies: Either party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

30. State Facilities: If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements: If this Agreement is a grant that is funded in whole or in part by Federal funds:

A. Requirement to Have a Single Audit: The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

B. Internal Controls: In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

C. Mandatory Disclosures: In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

32. Requirements Pertaining Only to State-Funded Grants:

A. Certification Regarding Use of State Funds: If Party is an employer and this Agreement is a State-funded grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

B. Good Standing Certification (Act 154 of 2016): If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

ATTACHMENT D
INFORMATION TECHNOLOGY SYSTEM IMPLEMENTATION
TERMS AND CONDITIONS (rev. 3/08/19)

1. MODIFICATIONS TO CONTRACTOR DOCUMENTS

The parties specifically agree that the Contractor Documents are hereby modified and superseded by Attachment C and this Attachment D.

“Contractor Documents” shall mean one or more document, agreement or other instrument required by Contractor in connection with the performance of the products and services being purchased by the Purchasing Entity, regardless of format, including the license agreement, end user license agreement or similar document, any hyperlinks to documents contained in the Contractor Documents, agreement or other instrument and any other paper or “shrinkwrap,” “clickwrap,” “browsewrap” or other electronic version thereof.

2. NO SUBSEQUENT, UNILATERAL MODIFICATION OF TERMS BY CONTRACTOR

Notwithstanding any other provision or other unilateral license terms which may be issued by Contractor during the Term of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of an order for the products and services being purchased by the Purchasing Entity, as applicable, the components of which are licensed under the Contractor Documents, or the fact that such other agreement may be affixed to or accompany the products and services being purchased by the Purchasing Entity, as applicable, upon delivery, the terms and conditions set forth herein shall supersede and govern licensing and delivery of all products and services hereunder.

3. TERM OF CONTRACTOR’S DOCUMENTS; PAYMENT TERMS

Contractor acknowledges and agrees that, to the extent a Contractor Document provides for alternate term or termination provisions, including automatic renewals, such sections shall be waived and shall have no force and effect. All Contractor Documents shall run concurrently with the term of this Contract; provided, however, to the extent the Purchasing Entity has purchased a perpetual license to use the Contractor’s software, hardware or other services, such license shall remain in place unless expressly terminated in accordance with the terms of this Contract. Contractor acknowledges and agrees that, to the extent a Contractor Document provides for payment terms which differ from the payment terms set forth in Attachment B, such sections shall be waived and shall have no force and effect and the terms in Attachment B shall govern.

4. INTELLECTUAL PROPERTY OWNERSHIP

4.1 Contractor Intellectual Property. As between the parties, and subject to the terms and conditions of this Contract, Contractor and its third-party suppliers will retain ownership of all Intellectual Property Rights in the Solution, and any and all derivative works made to the Solution or any part thereof, as well as all Work Product provided to the State (“**Contractor Proprietary Technology**”). The State acquires no rights to Contractor Proprietary Technology except for the licensed interests granted under this Contract. The term “**Work Product**” means all other materials, reports, manuals, visual aids, documentation, ideas, concepts, techniques, inventions, processes, or works of authorship developed, provided or created by Contractor or its employees or contractors during the course of performing work for the State (excluding any State Data or derivative works thereof and excluding any output

from the Solution generated by the State's use of the Solution, including without limitation, reports, graphs, charts and modified State Data, but expressly including any form templates of such reports, graphs or charts by themselves that do not include the State Data).

Title, ownership rights, and all Intellectual Property Rights in and to the Solution will remain the sole property of the Contractor or its suppliers. The State acknowledges that the source code is not covered by any license hereunder and will not be provided by Contractor. Except as set forth in this Contract, no right or implied license or right of any kind is granted to the State regarding the Solution or any part thereof. Nothing in this Contract confers upon either party any right to use the other party's trade names and trademarks, except for permitted license use in accordance with this Contract. All use of such marks by either party will inure to the benefit of the owner of such marks, use of which will be subject to specifications controlled by the owner.

- 4.2** The Purchasing Entity shall retain all right, title and interest in and to (i) all content and all property, data and information furnished by or on behalf of the Purchasing Entity, and to all information that is created under this Contract, including, but not limited to, all data that is generated under this Contract as a result of the use by Contractor, the Purchasing Entity or any third party of any technology systems or knowledge bases that are developed for the Purchasing Entity and used by Contractor hereunder, and all other rights, tangible or intangible; and (ii) all State trademarks, trade names, logos and other State identifiers, Internet uniform resource locators, Purchasing Entity user name or names, Internet addresses and e-mail addresses obtained or developed pursuant to this Contract (collectively, "**Purchasing Entity Intellectual Property**").

Contractor may not collect, access or use Purchasing Entity Intellectual Property for any purpose other than as specified in this Contract. Upon expiration or termination of this Contract, Contractor shall return or destroy all Purchasing Entity Intellectual Property and all copies thereof, and Contractor shall have no further right or license to such Purchasing Entity Intellectual Property.

Contractor acquires no rights or licenses, including, without limitation, intellectual property rights or licenses, to use Purchasing Entity Intellectual Property for its own purposes. In no event shall the Contractor claim any security interest in Purchasing Entity Intellectual Property.

5. CONFIDENTIALITY AND NON-DISCLOSURE; SECURITY BREACH REPORTING

- 5.1 For purposes of this Contract, confidential information will not include information or material which (a) enters the public domain (other than as a result of a breach of this Contract); (b) was in the receiving party's possession prior to its receipt from the disclosing party; (c) is independently developed by the receiving party without the use of confidential information; (d) is obtained by the receiving party from a third party under no obligation of confidentiality to the disclosing party; or (e) is not exempt from disclosure under applicable State law.

- 5.2 **Confidentiality of Contractor Information.** The Contractor acknowledges and agrees that this Contract and any and all Contractor information obtained by the Purchasing Entity in connection with this Contract are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. The Purchasing Entity will not disclose information for which a reasonable claim of exemption can be made pursuant to 1 V.S.A. § 317(c), including, but not limited to, trade secrets, proprietary information or financial information, including any formulae, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information which is not patented, which is known only

to the Contractor, and which gives the Contractor an opportunity to obtain business advantage over competitors who do not know it or use it.

The Purchasing Entity shall immediately notify Contractor of any request made under the Access to Public Records Act, or any request or demand by any court, governmental agency or other person asserting a demand or request for Contractor information. Contractor may, in its discretion, seek an appropriate protective order, or otherwise defend any right it may have to maintain the confidentiality of such information under applicable State law within three business days of the Purchasing Entity's receipt of any such request. Contractor agrees that it will not make any claim against the Purchasing Entity if the Purchasing Entity makes available to the public any information in accordance with the Access to Public Records Act or in response to a binding order from a court or governmental body or agency compelling its production. Contractor shall indemnify the Purchasing Entity for any costs or expenses incurred by the Purchasing Entity, including, but not limited to, attorneys' fees awarded in accordance with 1 V.S.A. § 320, in connection with any action brought in connection with Contractor's attempts to prevent or unreasonably delay public disclosure of Contractor's information if a final decision of a court of competent jurisdiction determines that the Purchasing Entity improperly withheld such information and that the improper withholding was based on Contractor's attempts to prevent public disclosure of Contractor's information.

The Purchasing Entity agrees that (a) it will use the Contractor information only as may be necessary in the course of performing duties, receiving services or exercising rights under this Contract; (b) it will provide at a minimum the same care to avoid disclosure or unauthorized use of Contractor information as it provides to protect its own similar confidential and proprietary information; (c) except as required by the Access to Records Act, it will not disclose such information orally or in writing to any third party unless that third party is subject to a written confidentiality agreement that contains restrictions and safeguards at least as restrictive as those contained in this Contract; (d) it will take all reasonable precautions to protect the Contractor's information; and (e) it will not otherwise appropriate such information to its own use or to the use of any other person or entity.

Contractor may affix an appropriate legend to Contractor information that is provided under this Contract to reflect the Contractor's determination that any such information is a trade secret, proprietary information or financial information at time of delivery or disclosure.

- 5.3 Confidentiality of Purchasing Entity Information.** In performance of this Contract, and any exhibit or schedule hereunder, the Contractor acknowledges that certain Purchasing Entity Data (as defined below), to which the Contractor may have access may contain individual federal tax information, personal protected health information and other individually identifiable information protected by State or federal law or otherwise exempt from disclosure under the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. ("State Data").

Purchasing Entity Data shall not be stored, accessed from, or transferred to any location outside the United States.

Unless otherwise instructed by the Purchasing Entity, Contractor agrees to keep confidential all Purchasing Entity Data. The Contractor agrees that (a) it will use the Purchasing Entity Data only as may be necessary in the course of performing duties or exercising rights under this Contract; (b) it will provide at a minimum the same care to avoid disclosure or unauthorized use of Purchasing Entity Data as it provides to protect its own similar confidential and proprietary information; (c) it will not publish, reproduce, or otherwise divulge any Purchasing Entity Data in whole or in part, in any manner or form orally or in writing to any third party unless it has received written approval from the Purchasing Entity and that third party is subject to a written confidentiality agreement that contains restrictions and safeguards at least as restrictive as those contained in this Contract; (d) it will take all reasonable precautions to protect the Purchasing Entity's information; and (e) it will not otherwise appropriate

such information to its own use or to the use of any other person or entity. Contractor will take reasonable measures as are necessary to restrict access to Purchasing Entity Data in the Contractor's possession to only those employees on its staff who must have the information on a "need to know" basis. The Contractor shall not retain any Purchasing Entity Data except to the extent required to perform the services under this Contract.

Contractor shall not access Purchasing Entity user accounts or Purchasing Entity Data, except in the course of data center operations, response to service or technical issues, as required by the express terms of this Contract, or at Purchasing Entity's written request.

Contractor may not share Purchasing Entity Data with its parent company or other affiliate without Purchasing Entity's express written consent.

The Contractor shall promptly notify the Purchasing Entity of any request or demand by any court, governmental agency or other person asserting a demand or request for Purchasing Entity Data to which the Contractor or any third party hosting service of the Contractor may have access, so that the Purchasing Entity may seek an appropriate protective order.

6. SECURITY OF PURCHASING ENTITY INFORMATION

6.1 Security Standards. To the extent the Contractor or its subcontractors, affiliates or agents handles, collects, stores, disseminates or otherwise deals with Purchasing Entity Data, the Contractor represents and warrants that it has implemented and it shall maintain during the term of this Contract the highest industry standard administrative, technical, and physical safeguards and controls consistent with NIST *Special Publication 800-53* (version 4 or higher) and *Federal Information Processing Standards Publication 200* and designed to (i) ensure the security and confidentiality of Purchasing Entity Data; (ii) protect against any anticipated security threats or hazards to the security or integrity of the Purchasing Entity Data; and (iii) protect against unauthorized access to or use of Purchasing Entity Data. Such measures shall include at a minimum: (1) access controls on information systems, including controls to authenticate and permit access to Purchasing Entity Data only to authorized individuals and controls to prevent the Contractor employees from providing Purchasing Entity Data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise); (2) industry-standard firewall protection; (3) encryption of electronic Purchasing Entity Data while in transit from the Contractor networks to external networks; (4) measures to store in a secure fashion all Purchasing Entity Data which shall include, but not be limited to, encryption at rest and multiple levels of authentication; (5) dual control procedures, segregation of duties, and pre-employment criminal background checks for employees with responsibilities for or access to Purchasing Entity Data; (6) measures to ensure that the Purchasing Entity Data shall not be altered or corrupted without the prior written consent of the Purchasing Entity; (7) measures to protect against destruction, loss or damage of Purchasing Entity Data due to potential environmental hazards, such as fire and water damage; (8) staff training to implement the information security measures; and (9) monitoring of the security of any portions of the Contractor systems that are used in the provision of the services against intrusion on a twenty-four (24) hour a day basis.

6.2 Security Breach Notice and Reporting. The Contractor shall have policies and procedures in place for the effective management of Security Breaches, as defined below, which shall be made available to the Purchasing Entity upon request.

In addition to the requirements set forth in any applicable Business Associate Agreement as may be attached to this Contract, in the event of any actual security breach or reasonable belief of an actual

security breach the Contractor either suffers or learns of that either compromises or could compromise Purchasing Entity Data (a “Security Breach”), the Contractor shall notify the Purchasing Entity without undue delay and, in any event, within 48 hours of its discovery. Contractor shall immediately determine the nature and extent of the Security Breach, contain the incident by stopping the unauthorized practice, recover records, shut down the system that was breached, revoke access and/or correct weaknesses in physical security. Contractor shall report to the Purchasing Entity: (i) the nature of the Security Breach; (ii) the Purchasing Entity Data used or disclosed; (iii) who made the unauthorized use or received the unauthorized disclosure; (iv) what the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and (v) what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. The Contractor shall provide such other information, including a written report, as reasonably requested by the Purchasing Entity. Contractor shall analyze and document the incident and provide all notices required by applicable law.

In accordance with Section 9 V.S.A. §2435(b)(3), the Contractor shall notify the Office of the Attorney General, or, if applicable, Vermont Department of Financial Regulation (“DFR”), within fourteen (14) business days of the Contractor’s discovery of the Security Breach. The notice shall provide a preliminary description of the breach. The foregoing notice requirement shall be included in the subcontracts of any of Contractor’s subcontractors, affiliates or agents which may be “data collectors” hereunder.

The Contractor agrees to fully cooperate with the Purchasing Entity and assume responsibility at its own expense for the following, to be determined in the sole discretion of the Purchasing Entity: (i) notice to affected consumers if the Purchasing Entity determines it to be appropriate under the circumstances of any particular Security Breach, in a form recommended by the AGO; and (ii) investigation and remediation associated with a Security Breach, including but not limited to, outside investigation, forensics, counsel, crisis management and credit monitoring, in the sole determination of the Purchasing Entity.

The Contractor agrees to comply with all applicable laws, as such laws may be amended from time to time (including, but not limited to, Chapter 62 of Title 9 of the Vermont Statutes and all applicable State and federal laws, rules or regulations) that require notification in the event of unauthorized release of personally-identifiable information or other event requiring notification.

In addition to any other indemnification obligations in this Contract, the Contractor shall fully indemnify and save harmless the Purchasing Entity from any costs, loss or damage to the Purchasing Entity resulting from a Security Breach or the unauthorized disclosure of Purchasing Entity Data by the Contractor, its officers, agents, employees, and subcontractors.

6.3 Security Policies. To the extent the Contractor or its subcontractors, affiliates or agents handles, collects, stores, disseminates or otherwise deals with Purchasing Entity Data, the Contractor will have an information security policy that protects its systems and processes and media that may contain Purchasing Entity Data from internal and external security threats and Purchasing Entity Data from unauthorized disclosure.

6.4 Operations Security. To the extent the Contractor or its subcontractors, affiliates or agents handles, collects, stores, disseminates or otherwise deals with Purchasing Entity Data, the Contractor shall cause an SSAE 18 SOC 2 Type 2 audit report to be conducted annually. The audit results and the Contractor’s plan for addressing or resolution of the audit results shall be shared with the Purchasing Entity within sixty (60) days of the State’s request.

6.5 Redundant Back-Up. The Contractor shall maintain a fully redundant backup data center geographically separated from its main data center that maintains near realtime replication of data from

the main data center. Everbridge executes incremental backups daily and full platform backups are executed weekly. Backups are encrypted and available for one (1) year.

6.6 Vulnerability Testing. The Contractor shall run quarterly vulnerability assessments. Contractor shall deploy patches all critical issues within 90 days, all medium issues within 120 days and low issues within 180 days evaluated against the industry standard CVSS scoring system. Once remediation is complete, Contractor shall re-perform the test.

7. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

7.1 General Representations and Warranties. The Contractor represents, warrants and covenants that:

- (i) The Contractor has all requisite power and authority to execute, deliver and perform its obligations under this Contract and the execution, delivery and performance of this Contract by the Contractor has been duly authorized by the Contractor.
- (ii) There is no outstanding litigation, arbitrated matter or other dispute to which the Contractor is a party which, if decided unfavorably to the Contractor, would reasonably be expected to have a material adverse effect on the Contractor's ability to fulfill its obligations under this Contract.
- (iii) The Contractor will comply with all laws applicable to its performance of the services and otherwise to the Contractor in connection with its obligations under this Contract.
- (iv) The Contractor (a) owns, or has the right to use under valid and enforceable agreements, all intellectual property rights reasonably necessary for and related to delivery of the services and provision of the Deliverables as set forth in this Contract; (b) shall be responsible for and have full authority to license all proprietary and/or third party software modules, including algorithms and protocols, that Contractor incorporates into its product.
- (v) The Contractor has adequate resources to fulfill its obligations under this Contract.
- (vi) Neither Contractor nor Contractor's subcontractors has past state or federal violations, convictions or suspensions relating to miscoding of employees in NCCI job codes for purposes of differentiating between independent contractors and employees.

7.2 Contractor's Performance Warranties. Contractor represents and warrants to the Purchasing Entity that:

- (i) All Deliverables will be free from material errors and shall perform in accordance with the specifications therefor for a period of at least one year.
- (ii) Contractor will provide to the Purchasing Entity commercially reasonable continuous and uninterrupted access to the Service, and will not interfere with the Purchasing Entity's access to and use of the Service during the term of this Contract;
- (iii) The Service is compatible with and will operate successfully with any environment (including web browser and operating system) specified by the Contractor in its documentation;
- (iv) Each and all of the services shall be performed in a timely, diligent, professional and skillful manner, in accordance with the highest professional or technical standards

applicable to such services, by qualified persons with the technical skills, training and experience to perform such services in the planned environment.

- (v) All Deliverables supplied by the Contractor to the Purchasing Entity shall be transferred free and clear of any and all restrictions on the conditions of transfer, modification, licensing, sublicensing and free and clear of any and all liens, claims, mortgages, security interests, liabilities and encumbrances or any kind.
- (vi) Any time software is delivered to the Purchasing Entity, whether delivered via electronic media or the internet, no portion of such software or the media upon which it is stored or delivered will have any type of software routine or other element which is designed to facilitate unauthorized access to or intrusion upon; or unrequested disabling or erasure of; or unauthorized interference with the operation of any hardware, software, data or peripheral equipment of or utilized by the Purchasing Entity. Without limiting the generality of the foregoing, if the Purchasing Entity believes that harmful code may be present in any software delivered hereunder, Contractor will, upon Purchasing Entity's request, provide a new or clean install of the software. Notwithstanding the foregoing, Contractor assumes no responsibility for the Purchasing Entity's negligence or failure to protect data from viruses, or any unintended modification, destruction or disclosure.
- (vii) To the extent Contractor resells commercial hardware or software it purchased from a third party, Contractor will, to the extent it is legally able to do so, pass through any such third party warranties to the Purchasing Entity and will reasonably cooperate in enforcing them. Such warranty pass-through will not relieve the Contractor from Contractor's warranty obligations set forth herein.

7.3 Limitation on Disclaimer. The express warranties set forth in this Contract shall be in lieu of all other warranties, express or implied.

7.4 Effect of Breach of Warranty. If, at any time during the term of this Contract, software or the results of Contractor's work fail to perform according to any warranty of Contractor under this Contract, the Purchasing Entity shall promptly notify Contractor in writing of such alleged nonconformance, and Contractor shall, at its own expense and without limiting any other rights or remedies of the Purchasing Entity hereunder, re-perform or replace any services that the Purchasing Entity has determined to be unsatisfactory in its reasonable discretion. Alternatively, with Purchasing Entity consent, the Contractor may refund of all amounts paid by Purchasing Entity for the nonconforming deliverable or service

8. INSURANCE REQUIREMENTS.

In addition to the insurance required in Attachment C to this Contract, before commencing work on this Contract and throughout the term of this Contract, Contractor agrees to procure and maintain (a) Technology Professional Liability insurance for any and all services performed under this Contract, with minimum third party coverage of \$2,000,000.00 per claim, \$3,000,000.00 aggregate; and (b) first party Breach Notification Coverage of not less than \$1,000,000.00.

Before commencing work on this Contract the Contractor must provide certificates of insurance to show that the foregoing minimum coverages are in effect.

With respect to the first party Breach Notification Coverage, Contractor shall name the State of Vermont

and its officers and employees as additional insureds for liability arising out of this Contract.

9. LIMITATION OF LIABILITY.

CONTRACTOR'S LIABILITY FOR DAMAGES TO THE PURCHASING ENTITY ARISING OUT OF THE SUBJECT MATTER OF THIS CONTRACT SHALL NOT EXCEED TWO TIMES THE MAXIMUM AMOUNT PAYABLE UNDER THIS CONTRACT. LIMITS OF LIABILITY FOR PURCHASING ENTITY CLAIMS SHALL NOT APPLY TO PURCHASING ENTITY CLAIMS ARISING OUT OF: (A) CONTRACTOR'S OBLIGATION TO INDEMNIFY THE PURCHASING ENTITY; (B) CONTRACTOR'S CONFIDENTIALITY OBLIGATIONS TO THE PURCHASING ENTITY; (C) PERSONAL INJURY OR DAMAGE TO REAL OR PERSONAL PROPERTY; (D) CONTRACTOR'S GROSS NEGLIGENCE, FRAUD OR INTENTIONAL MISCONDUCT; OR (E) VIOLATIONS OF THE STATE OF VERMONT FRAUDULENT CLAIMS ACT.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL OR SPECIAL DAMAGES, DAMAGES WHICH ARE UNFORESEEABLE TO THE PARTIES AT THE TIME OF CONTRACTING, DAMAGES WHICH ARE NOT PROXIMATELY CAUSED BY A PARTY, SUCH AS LOSS OF ANTICIPATED BUSINESS, OR LOST PROFITS, INCOME, GOODWILL, OR REVENUE IN CONNECTION WITH OR ARISING OUT OF THE SUBJECT MATTER OF THIS CONTRACT.

The provisions of this Section shall apply notwithstanding any other provisions of this Contract or any other agreement.

10. TRADE SECRET, PATENT AND COPYRIGHT INFRINGEMENT

The Purchasing Entity shall not be deemed to waive any of its rights or remedies at law or in equity in the event of Contractor's trade secret, patent and/or copyright infringement.

12 REMEDIES FOR DEFAULT; NO WAIVER OF REMEDIES

In the event either party is in default under this Contract, the non-defaulting party may, at its option, pursue any or all of the remedies available to it under this Contract, including termination for cause, and at law or in equity.

No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by the other under this Contract shall impair any such right, power or remedy, or shall be construed as a waiver of any such right, power or remedy, nor shall any waiver of a single breach or default be deemed a waiver of any subsequent breach or default. All waivers must be in writing.

13 NO ASSUMPTION OF COSTS

Any requirement that the Purchasing Entity defend or indemnify Contractor or otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or license verification costs of Contractor, is hereby deleted from the Contractor Documents.

14 TERMINATION

Upon termination of this Contract for any reason whatsoever, Contractor shall immediately deliver to the Purchasing Entity all Purchasing Entity information, Purchasing Entity Intellectual Property or Purchasing Entity Data (including without limitation any Deliverables for which Purchasing Entity has made payment in whole or in part) ("Purchasing Entity Materials"), that are in the possession or under the control of Contractor in whatever stage of development and form of recordation such Purchasing Entity property is expressed or embodied at that time.

In the event the Contractor ceases conducting business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets or avails itself of or becomes subject to any proceeding under the Federal Bankruptcy Act or any statute of any Purchasing Entity relating to insolvency or the protection of rights of creditors, the Contractor shall immediately return all Purchasing Entity Materials to Purchasing Entity control; including, but not limited to, making all necessary access to applicable remote systems available to the Purchasing Entity for purposes of downloading all Purchasing Entity Materials.

Contractor shall reasonably cooperate with other parties in connection with all services to be delivered under this Contract, including without limitation any successor provider to whom Purchasing Entity Materials are to be transferred in connection with termination. Contractor shall assist the Purchasing Entity in exporting and extracting the Purchasing Entity Materials, in a format usable without the use of the Services and as agreed to by Purchasing Entity, at no additional cost.

Any transition services requested by Purchasing Entity involving additional knowledge transfer and support may be subject to a contract amendment for a fixed fee or at rates to be mutually agreed upon by the parties.

If the Purchasing Entity determines in its sole discretion that a documented transition plan is necessary, then no later than sixty (60) days prior to termination, Contractor and the Purchasing Entity shall mutually prepare a Transition Plan identifying transition services to be provided.

15. ACCESS TO PURCHASING ENTITY DATA:

The Purchasing Entity may import or export Purchasing Entity Materials in part or in whole at its sole discretion at any time (24 hours a day, seven (7) days a week, 365 days a year), during the term of this Contract or for up to [three (3) months] after the Term (so long as the Purchasing Entity Materials remain in the Contractor's possession) without interference from the Contractor in a format usable without the Service and in an agreed-upon file format and medium at no additional cost to the Purchasing Entity.

The Contractor must allow the Purchasing Entity access to information such as system logs and latency statistics that affect its Purchasing Entity Materials and or processes.

The Contractor's policies regarding the retrieval of data upon the termination of services have been made available to the Purchasing Entity upon execution of this Contract under separate cover. The Contractor shall provide the Purchasing Entity with not less than thirty (30) days advance written notice of any material amendment or modification of such policies.

16. AUDIT RIGHTS

Contractor will maintain and cause its permitted contractors to maintain a complete audit trail of all transactions and activities, financial and non-financial, in connection with this Contract. Contractor will provide to the Purchasing Entity, its internal or external auditors, clients, inspectors, regulators and other designated representatives, at reasonable times (and in the case of State or federal regulators, at any time required by such regulators) access to Contractor personnel and to any and all Contractor facilities or where the required information, data and records are maintained, for the purpose of performing audits and inspections (including unannounced and random audits) of Contractor and/or Contractor personnel and/or any or all of the records, data and information applicable to this Contract.

At a minimum, such audits, inspections and access shall be conducted to the extent permitted or required by any laws applicable to the Purchasing Entity or Contractor (or such higher or more rigorous standards, if any, as Purchasing Entity or Contractor applies to its own similar businesses, operations or activities), to (i) verify the accuracy of charges and invoices; (ii) verify the integrity of Purchasing Entity Data and examine the systems that process, store, maintain, support and transmit that data; (iii) examine and verify Contractor's and/or its permitted contractors' operations and security procedures and controls; (iv) examine and verify Contractor's and/or its permitted contractors' disaster recovery planning and testing, business

resumption and continuity planning and testing, contingency arrangements and insurance coverage; and (v) examine Contractor's and/or its permitted contractors' performance of the Services including audits of: (1) practices and procedures; (2) systems, communications and information technology; (3) general controls and physical and data/information security practices and procedures; (4) quality initiatives and quality assurance, (5) contingency and continuity planning, disaster recovery and back-up procedures for processes, resources and data; (6) Contractor's and/or its permitted contractors' efficiency and costs in performing Services; (7) compliance with the terms of this Contract and applicable laws, and (9) any other matters reasonably requested by the Purchasing Entity. Contractor shall provide and cause its permitted contractors to provide full cooperation to such auditors, inspectors, regulators and representatives in connection with audit functions and with regard to examinations by regulatory authorities, including the installation and operation of audit software.

17. DESTRUCTION OF PURCHASING ENTITY DATA

At any time during the term of this Contract within (i) thirty days of the Purchasing Entity's written request or (ii) [three (3) months] of termination or expiration of this Contract for any reason, and in any event after the Purchasing Entity has had an opportunity to export and recover the Purchasing Entity Materials, Contractor shall at its own expense securely destroy and erase from all systems it directly or indirectly uses or controls all tangible or intangible forms of the Purchasing Entity Materials, in whole or in part, and all copies thereof except such records as are required by law. The destruction of Purchasing Entity Data and Purchasing Entity Intellectual Property shall be performed according to National Institute of Standards and Technology (NIST) approved methods. Contractor shall certify in writing to the Purchasing Entity that such Purchasing Entity Data has been disposed of securely. To the extent that any applicable law prevents Contractor from destroying or erasing Purchasing Entity Materials as set forth herein, Contractor shall retain, in its then current state, all such Purchasing Entity Materials then within its right of control or possession in accordance with the confidentiality, security and other requirements of this Contract, and perform its obligations under this section as soon as such law no longer prevents it from doing so.

Further, upon the relocation of Purchasing Entity Data, Contractor shall securely dispose of such copies from the former data location and certify in writing to the Purchasing Entity that such Purchasing Entity Data has been disposed of securely. Contractor shall comply with all reasonable directions provided by the Purchasing Entity with respect to the disposal of Purchasing Entity Data.

18 CONTRACTOR BANKRUPTCY.

Contractor acknowledges that if Contractor, as a debtor in possession, or a trustee in bankruptcy in a case under Section 365(n) of Title 11, United States Code (the "Bankruptcy Code"), rejects this Contract, the State may elect to retain its rights under this Contract as provided in Section 365(n) of the Bankruptcy Code. Upon written request of the Purchasing Entity to Contractor or the Bankruptcy Trustee, Contractor or such Bankruptcy Trustee shall not interfere with the rights of the Purchasing Entity as provided in this Contract, including the right to obtain the Purchasing Entity Intellectual Property.

19 SOFTWARE LICENSEE COMPLIANCE REPORT.

In lieu of any requirement that may be in a Contractor Document that the Purchasing Entity provide the Contractor with access to its System for the purpose of determining Purchasing Entity compliance with the terms of the Contractor Document, upon request and not more frequently than annually, the Purchasing Entity will provide Contractor with a certified report concerning the Purchasing Entity's use of any software licensed for Purchasing Entity use pursuant this Contract. The parties agree that any non-compliance indicated by the report shall not constitute infringement of the licensor's intellectual property rights, and that settlement payment mutually agreeable to the parties shall be the exclusive remedy for any such non-compliance.

20. SOV Cybersecurity Standard 19-01

All products and service provided to or for the use of the State under this Contract shall be in compliance with State of Vermont Cybersecurity Standard 19-01, which Contractor acknowledges has been provided to it, and is available on-line at the following URL:

<https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>

**ATTACHMENT E – CONTRACT PROVISIONS
FOR NON-FEDERAL ENTITY CONTRACTS
UNDER FEDERAL AWARDS
(Per 2 CFR 200.326 & Appendix II)**

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

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

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

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

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a

standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

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

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 80.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

(K) See § 200.322 Procurement of recovered materials.

§ 200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable,

consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.