

Public Records Request #3484

The following materials have been gathered in response to public records request #3484. These materials include:

- Request for Council Action - Everbridge Emergency Mass Notification System – 9/28/2015
- Contract/Change Order Routing Form
- Invoices – Everbridge Inc.
- Purchase Orders – Everbridge Inc.

This information was provided as a response to a public records request on 4/23/20 and is current to that date. There is a possibility of more current information and/or documents related to the stated subject matter.

Further Information

For further information about this request or the Citywide Records Program, please contact:

Cheyenne Flotree
Citywide Records Program Manager
City of Charlotte/City Clerk's Office
600 East 4th Street, 7th Floor
Charlotte, NC 28202
Cheyenne.Flotree@charlottenc.gov

Amelia Knight
Public Records Specialist
City of Charlotte/City Clerk's Office
600 East 4th Street, 7th Floor
Charlotte, NC 28202
Amelia.Knight@charlottenc.gov



Agenda Date: 9/28/2015

Agenda #: 27.**File #:** 15-1279 **Type:** Consent Item

Everbridge Emergency Mass Notification System**Action:**

- A. Authorize the City Manager to approve price adjustments and amend the contract with Everbridge for the Emergency Alert and Notification System consistent with the City's business needs and the purpose for which the contract was awarded,**
- B. Authorize the City Manager to purchase maintenance and support for as long as the City uses the system, and**
- C. Authorize the City Manager to purchase such additional software licenses, services, and hardware as needed from time to time to optimize the City's use of the system.**
- D. Adopt a budget ordinance appropriating \$81,140 in system cost share contributions from Mecklenburg County and Towns of Cornelius, Davidson, Huntersville, Matthews, Mint Hill, and Pineville.**

Staff Resource(s):

Rich Granger, Fire

Explanation

- On September 13, 2013, the City Council authorized the City Manager to approve a three year contract and up to three, one-year renewal options for extended software maintenance and support for the Everbridge Notification System.
- To date, Everbridge remains the leader of Emergency Alert and Notification products due to its vision, leadership, and execution in emergency alerting and crisis/incident management integration.
- This is a hosted system that is used for unlimited emergency and non-emergency notifications to the public, to include missing persons, severe weather, evacuations, severe weather road conditions, infectious diseases, prescribed burns, live fire training, and rabies notifications.
- Residents and employees can be notified in minutes, with one notification, allowing management to focus on critical decisions. This system is used for the following:
 - Reverse 911 notifications to residents for emergency and non-emergency alerts;
 - Charlotte-Mecklenburg Police Department notifications to command staff about critical incidents;
 - Charlotte Fire Department for callbacks during emergency situations, such as multiple-alarm fires;
 - Mecklenburg County Sheriff's Office for command staff incident notifications; and
 - City, County, and Town employee notification of government delays and closings.

Agenda #: 27.File #: 15-1279 Type: Consent Item

- Since the system was initially implemented, technology enhancements have become available that the City would like to provide to its residents.
- As enhancements are made to the system, these additional services can easily be added to the contract, since the system is hosted, but may require an additional fee.
- The Fire Department requests authorization to purchase additional services for the Everbridge system that will provide enhanced functionality to residents and increase the efficiency of disseminating important information to the community. For example, the mobile service will allow residents to receive notifications via a smartphone application that is compatible with both Android and iOS phones, which means that a person can receive notifications at any time of day, no matter their location.
- The cost for this system will be shared among the City, the County, and the six Towns, based on population, as follows:
 - Charlotte-\$168,860
 - Mecklenburg-\$50,000
 - Cornelius-\$5,580
 - Davidson-\$2,420
 - Huntersville-\$10,540
 - Matthews-\$5,940
 - Mint Hill-\$5,000
 - Pineville-\$1,660
- Expected annual maintenance is \$250,000, including \$30,000 for the new mobile service.

Charlotte Business INclusion

No subcontracting goal was established for this contract amendment because there are no subcontracting opportunities (Part D: Section 6 of the Charlotte Business INclusion policy).

Fiscal Note

Funding: Fire Emergency Management Operating Budget, Mecklenburg County, and Towns (Cornelius, Davidson, Huntersville, Matthews, Mint Hill, and Pineville)

Attachment

Budget Ordinance

Contract/Change Order Routing Form



Certificate of Insurance Reviewer

TO: Select Signature Authority
AP Contracts Team

CC:

FROM: Tracey Keyes

DATE: September 18, 2018

CONTRACT TITLE: Emergency Alert and Notification System

DEPARTMENT: Fire

Following is the pertinent information on this contract document for your review and signature:

Vendor Name: Everbridge, Inc.		Vendor Number: 132312	Contract/Change #: 1400315
Munis Contract Amounts		Amount Type:	Estimated Annual Amount
Initial Contract Amt.:	\$ 725,000	Contract Type:	Not to Exceed
Value of changes to Date:	\$ 329,084	NTE Explanation:	Unknown quantities
Total Contract Amount:	\$ 1,054,085	Contract Term:	

Department certifies that the required funds are available in the account(s) below for this contract:

Funding Information: Funding Source (Not to Exceed)

Department Contact: Tracey Keyes, 3-0776 **Routing Contact:**

Does this change exceed the amount approved by the RCA? Pick Up Inter-Office

Explanation:
The change order is to add \$252,000 for FY19 ongoing maintenance and support for the emergency alert and notification system.

The following documents are required to be included in this package:

Yes NA Request for Council Action Date(s) approved: 9/28/15

 Certificate(s) of Insurance

 Two (2) copies of the subject Contract Amendment

 Approved Sole Source / Piggyback / Cooperative Form

 Citywide Procurement Policy (MFS24) Waiver (Signed by City Manager's Office)

 Other:

Approvals:

Certificate of Insurance Reviewer	_____ Signature	_____ Date
Select Signature Authority	_____ Signature	_____ Date
Financial Services	NA	
	_____ Signature	_____ Sign Date Return Date

Please review the attached documents, sign where indicated, and submit all signed originals to routing contact above for further execution.

Department Use Only:



CITY OF CHARLOTTE

Purchase Order

Fiscal Year 2019 Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **19006428**

IF A CONTRACT # IS PROVIDED BELOW, ALL PURCHASES MADE UNDER THIS PO ARE SUBJECT TO THE TERMS AND CONDITIONS THEREIN:

Contract # **1400315**

All invoices must be mailed to cocap@charlottenc.gov

BILL TO

CITY OF CHARLOTTE AP
P.O. BOX 37979
CHARLOTTE, NC 28237-7979
COCAP@CHARLOTTENC.GOV

VENDOR

EVERBRIDGE INC
155 N LAKE AVE STE 900
PASADENA, CA 91101
FINAL.DOCUMENTS@EVERBRIDGE.COM

SHIP TO

Fire Emergency Management
500 Dalton Avenue
Charlotte, NC 28206

Vendor Phone Number		Vendor Fax Number		Requisition Number		Buyer		Delivery Reference			
818-230-9786		818-484-2299		9536		keagle		Hannah Panicco 704-956-6700			
Date Ordered		Vendor Number		Date Required		Days To Net		Freight Method/Terms		Department/Location	
09/18/2018		132312								CFD Emergency Management	
Line#	Description/Part No.					Qty	UOM	Unit Price	Extended Price		
	COMMUNICATIONS AND MEDIA RELAT										
1	Mass Notification Pro					1.0	EACH	\$248,790.00	\$248,790.00		
2	Additional CE/VE Keywords					1.0	EACH	\$5,080.00	\$5,080.00		

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act

By *Kay Elmore*
Chief Procurement Officer

By *Robert D. Chung*
Finance Officer

Total Ext. Price \$253,870.00
PO Total **\$253,870.00**

Terms and Conditions

The Terms and Conditions listed below will govern all matters relating to the goods and services provided by you or your company (the Vendor) to the City of Charlotte (the City) under this purchase order. Additional terms and conditions stated on the face of this purchase order shall take precedence over any conflicting terms and conditions stated below. Any terms and conditions not stated on the face of this purchase order but incorporated by reference therein shall be binding only if provided or signed by the City and attached hereto. In the event that a binding written contract signed by both the Vendor and the City exists, the terms and conditions of that contract shall supersede any conflicting terms and conditions below or on the face of this purchase order.

1. If Vendor refuses to accept this purchase order exactly as written, Vendor will return it at once with explanation.
2. The City will not be responsible for any goods or services delivered without a purchase order. Vendor will deliver invoices to the City only at the address shown on the face of this purchase order. Vendor will send separate invoices for each purchase order number.
3. No boxing, packing, cartage, or shipping charges will be allowed by City unless specifically authorized on the face of this purchase order.
4. Any cash discount period to City will date from City's receipt of the invoice or from the date of the receipt of goods, whichever is later.
5. Unless FOB Origin is stated on the face of this purchase order, the risk of loss of and damage to goods that are the subject of this purchase order remain on Vendor until the goods are (a) delivered to the destination set out in this purchase order and (b) accepted by the City.
6. The City may inspect all products or service deliverables prior to acceptance. Payment does not constitute acceptance. The City's failure to accept or reject products or services shall not relieve Vendor from liability for products or services that are defective or do not meet specifications. Rejected products shall be returned to Vendor at Vendor's risk and expense.
7. Vendor warrants that the products and services furnished pursuant to this purchase order shall: (a) comply with all federal, state, and local laws applicable thereto; (b) satisfy all requirements set forth on the face of this purchase order and any applicable documentation incorporated herein; (c) meet industry standards and be suitable for the purpose intended; (d) be of merchantable quality; and (e) be free from defects in title, labor, material, or fabrication.
8. The City may terminate this purchase order for convenience at any time by providing ten (10) days written notice to Vendor. The City may terminate this purchase order or any part thereof effective immediately upon the giving of written notice of termination for cause if Vendor violates or fails to deliver or perform any covenant, provision, obligation, term, or condition contained in this purchase order, or if the City determines that Vendor will not be able to deliver or perform due to insolvency or other reason.
9. Vendor will defend, indemnify, and save the City harmless from any and all loss, damages, costs, fees, and expenses incurred on account of any and all claims, suits, or judgments alleging that any product or service provided under this purchase order violates any patent, copyright, trade secret, trade name, or any other intellectual property right of any nature.
10. If any product provided hereunder is alleged to be defective in any respect whatsoever, Vendor will defend, indemnify and save City harmless from all loss, damages, costs, fees, and expenses incurred by reason of such allegation or defect, including without limitation all liability arising from any accidents, injuries, or damages to persons or property that may result in whole or in part from such product.
11. If Vendor performs services or constructs, erects, inspects, or delivers hereunder, Vendor will indemnify and save harmless the City from all loss, damages, costs, fees, or expenses incurred in connection with any accidents, injuries, or damages to persons or property that are alleged to have resulted in whole or in part from the performance thereof.
12. Vendor agrees not to release any advertising or other materials using the City's trademark, quoting the opinion of any City employee or implying in any way that the City endorses Vendor or its products or services.
13. Vendor represents and warrants that no federal or state statute or regulation or municipal ordinance has been or will be violated in the manufacture, sale, or delivery of any product or service sold and delivered hereunder and if such violation is alleged, Vendor will indemnify and save the City harmless from all loss, penalties, fees, costs, and expenses resulting in whole or in part from such violation or allegation.
14. E-Verify Requirements: Vendor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of its subcontractors to do so as well.
15. Except as required by law, any information or data of the City or its suppliers or subcontractors that Vendor receives access to in connection with this purchase order shall be kept as confidential proprietary information of the City and not divulged or made available to any individual or organization without City's prior written approval. Such information or data will be the sole property of the City and not Vendor. Access to Restricted Data (as defined by the City's Restricted Data Policy) is subject to execution of a confidentiality agreement by Vendor.
16. All intellectual property, including, but not limited to, patentable inventions, patentable plans, copyrightable works, trademarks, service marks, and trade secrets invented, developed, created, or discovered in performance of this purchase order shall be the property of the City.
17. Vendor agrees to comply with the Non-Discrimination Policy set forth in Chapter 2, Article V of the Charlotte City Code, which is available for review at <http://library.municode.com/index.aspx?clientId=19970> and incorporated herein by reference. Vendor consents to be bound by the award of any arbitration conducted thereunder.
18. Vendor agrees to provide Payment Affidavits as required by Part D, Section 9 of the Charlotte Business Inclusion Policy, which is available at <http://charmeck.org/city/charlotte/CharlotteBusinessInclusion/Pages/default.aspx> and incorporated herein by reference.
19. Vendor shall pay all sales or use taxes that are or become due in connection with any products or services provided hereunder, and shall indemnify and save harmless the City from any damages, costs, fees, expenses, or penalties on account of such taxes. Vendor may charge the City only for those taxes that are applicable to the goods and/or services being provided under this purchase order.
20. Vendor shall secure, before delivery of any goods or services hereunder, Commercial General Liability insurance in an amount not less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate, or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate, with the City listed as additional insured. Vendor shall produce an insurance certificate evidencing such coverage upon request by the City.
21. In addition to the insurance required in the preceding paragraph, if Vendor performs services hereunder, Vendor shall secure, before delivery of such services (1) Workers' Compensation Insurance meeting State of North Carolina statutory requirements with \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit, providing coverage for employees and owners; and (2) Commercial Automobile Liability Insurance with limits of no less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit each occurrence/aggregate, with the City listed as additional insured, provided that if Vendor will operate a vehicle on the Charlotte Douglas International Airport airfield, coverage limits for Commercial Automobile Liability Insurance shall be raised to \$5,000,000 for each of the above categories. Evidence of commercial automobile coverage is necessary only if vehicles are used in the provision of services under this purchase order. Vendor shall produce an insurance certificate evidencing such coverage upon request by the City.
22. The City may at any time insist upon strict compliance with these Terms and Conditions notwithstanding any previous custom, practice, or course of dealing.
23. The Terms and Conditions as stated in this purchase order govern in event of conflict with any terms of Vendor's proposal, and are not subject to change by reason of any written or verbal statements by Vendor or by any terms stated in Vendor's acknowledgment unless accepted in writing by the City.
24. This purchase order is governed by North Carolina law. Any legal actions arising from this purchase order shall be brought in Mecklenburg County, North Carolina.
25. Iran Divestment Act. Vendor certifies that: (a) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 143-6A-4; (b) it will not take any action causing it to appear on any such list during the term of this Contract; and (c) it will not utilize any subcontractor that is identified on any such list to provide goods or services hereunder.



CITY OF CHARLOTTE

Purchase Order

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **20003004**

IF A CONTRACT # IS PROVIDED BELOW, ALL PURCHASES MADE UNDER THIS PO ARE SUBJECT TO THE TERMS AND CONDITIONS THEREIN:

Contract # **1400315**

All invoices must be mailed to cocap@charlottenc.gov

BILL TO

CITY OF CHARLOTTE AP
P.O. BOX 37979
CHARLOTTE, NC 28237-7979
COCAP@CHARLOTTENC.GOV

VENDOR

EVERBRIDGE INC
155 N LAKE AVE STE 900
PASADENA, CA 91101
FINAL.DOCUMENTS@EVERBRIDGE.COM

SHIP TO

Fire Emergency Management
500 Dalton Avenue
Charlotte, NC 28206

Vendor Phone Number 818-230-9786	Vendor Fax Number 818-484-2299	Requisition Number 4882	Buyer lhlewis	Delivery Reference Hannah Sanborn
Date Ordered 08/08/2019	Vendor Number 132312	Date Required	Days To Net	Freight Method/Terms
				Department/Location CFD Emergency Management

Line#	Description/Part No.	Qty	UOM	Unit Price	Extended Price
COMMUNICATIONS AND MEDIA RELATED SERVICES					
1	Item: 101-11-11-0255-000 Everbridge Notification System: Mass Notification Pro	1.0	EACH	\$248,790.00	\$248,790.00
2	Item: 101-01-11-1001-000. Everbridge Notification System: Mass Notification Additional Organizations	8.0	EACH	\$0.00	\$0.00
3	Item: 100-09-11-1038-000. Everbridge Notification System: Ten Additional Keywords	1.0	EACH	\$5,080.00	\$5,080.00

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act

By *Kay Elmore*
Chief Procurement Officer

By *Kyle Plamery*
Finance Officer

Total Ext. Price \$253,870.00
PO Total **\$253,870.00**

Terms and Conditions

The Terms and Conditions listed below will govern all matters relating to the goods and services provided by you or your company (the "Vendor") to the City of Charlotte (the "City") under this purchase order ("PO"). Additional terms and conditions stated on the face of this PO shall take precedence over any conflicting terms and conditions stated below. Any terms and conditions not stated on the face of this PO but incorporated by reference therein shall be binding only if provided or signed by the City and attached hereto. In the event that a binding written contract signed by both the Vendor and the City exists, the terms and conditions of that contract shall supersede any conflicting terms and conditions below or on the face of this PO.

1. If Vendor refuses to accept this PO exactly as written, Vendor will return it at once with explanation.
2. The City will not be responsible for any goods or services delivered without a PO. Vendor will deliver invoices to the City only at the address shown on the face of this PO. Vendor will send separate invoices for each PO number.
3. No boxing, packing, cartage, or shipping charges will be allowed by City unless specifically authorized on the face of this PO.
4. Any cash discount period to City will date from City's receipt of the invoice or from the date of the receipt of goods, whichever is later.
5. Unless "FOB Origin" is stated on the face of this PO, the risk of loss of and damage to goods that are the subject of this PO remain on Vendor until the goods are (a) delivered to the destination set out in this PO and (b) accepted by the City.
6. The City may inspect all products or service deliverables prior to acceptance. Payment does not constitute acceptance. The City's failure to accept or reject products or services shall not relieve Vendor from liability for products or services that are defective or do not meet specifications. Rejected products shall be returned to Vendor at Vendor's risk and expense.
7. Vendor warrants that the products and services furnished pursuant to this PO shall: (a) comply with all federal, state, and local laws applicable thereto; (b) satisfy all requirements set forth on the face of this PO and any applicable documentation incorporated herein; (c) meet industry standards and be suitable for the purpose intended; (d) be of merchantable quality; and (e) be free from defects in title, labor, material, or fabrication.
8. The City may terminate this PO for convenience at any time by providing ten (10) days' written notice to Vendor. The City may terminate this PO or any part thereof effective immediately upon the giving of written notice of termination for cause if Vendor violates or fails to deliver or perform any covenant, provision, obligation, term, or condition contained in this PO, or if the City determines that Vendor will not be able to deliver or perform due to insolvency or other reason.
9. Vendor will defend, indemnify, and save the City harmless from any and all loss, damages, costs, fees, and expenses incurred on account of any and all claims, suits, or judgments alleging that any product or service provided under this PO violates any patent, copyright, trade secret, trade name, or any other intellectual property right of any nature.
10. If any product provided hereunder is alleged to be defective in any respect whatsoever, Vendor will defend, indemnify and save City harmless from all loss, damages, costs, fees, and expenses incurred by reason of such allegation or defect, including without limitation all liability arising from any accidents, injuries, or damages to persons or property that may result in whole or in part from such product.
11. If Vendor performs services or constructs, erects, inspects, or delivers hereunder, Vendor will indemnify and save harmless the City from all loss, damages, costs, fees, or expenses incurred in connection with any accidents, injuries, or damages to persons or property that are alleged to have resulted in whole or in part from the performance thereof.
12. Vendor agrees not to release any advertising or other materials using the City's trademark, quoting the opinion of any City employee, or implying in any way that the City endorses Vendor or its products or services.
13. Vendor represents and warrants that no federal or state statute or regulation or municipal ordinance has been or will be violated in the manufacture, sale, or delivery of any product or service sold and delivered hereunder and if such violation is alleged, Vendor will indemnify and save the City harmless from all loss, penalties, fees, costs, and expenses resulting in whole or in part from such violation or allegation.
14. E-Verify Requirements: Vendor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of its subcontractors to do so as well.
15. Except as required by law, any information or data of the City or its suppliers or subcontractors that Vendor receives access to in connection with this PO shall be kept as confidential proprietary information of the City and not divulged or made available to any individual or organization without City's prior written approval. Such information or data will be the sole property of the City and not Vendor. Access to "Restricted Data" (as defined by the City's Restricted Data Policy) is subject to execution of a confidentiality agreement by Vendor.
16. All intellectual property, including, but not limited to, patentable inventions, patentable plans, copyrightable works, trademarks, service marks, and trade secrets invented, developed, created, or discovered in performance of this PO shall be the property of the City.
17. Vendor agrees to comply with the Non-Discrimination Policy set forth in Chapter 2, Article V of the Charlotte City Code, which is available for review at <http://library.municode.com/index.aspx?clientId=19970> and incorporated herein by reference. Vendor consents to be bound by the award of any arbitration conducted thereunder.
18. Vendor agrees to provide Payment Affidavits as required by Part D, Section 9 of the Charlotte Business Inclusion Policy, which is available at <http://chameck.org/city/charlotte/CharlotteBusinessInclusion/Pages/default.aspx> and incorporated herein by reference.
19. Vendor shall pay all sales or use taxes that are or become due in connection with any products or services provided hereunder, and shall indemnify and save harmless the City from any damages, costs, fees, expenses, or penalties on account of such taxes. Vendor may charge the City only for those taxes that are applicable to the goods and/or services being provided under this PO.
20. Vendor shall secure, before delivery of any goods or services hereunder, Commercial General Liability insurance in an amount not less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate, or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate, with the City listed as additional insured. Vendor shall produce an insurance certificate evidencing such coverage upon request by the City.
21. In addition to the insurance required in the preceding paragraph, if Vendor performs services hereunder, Vendor shall secure, before delivery of such services (1) Workers' Compensation Insurance meeting State of North Carolina statutory requirements with \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit, providing coverage for employees and owners; and (2) Commercial Automobile Liability Insurance with limits of no less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit each occurrence/aggregate, with the City listed as additional insured, provided that if Vendor will operate a vehicle on the Charlotte Douglas International Airport airfield, coverage limits for Commercial Automobile Liability Insurance shall be raised to \$5,000,000 for each of the above categories. Evidence of commercial automobile coverage is necessary only if vehicles are used in the provision of services under this PO. Vendor shall produce an insurance certificate evidencing such coverage upon request by the City.
22. The City may at any time insist upon strict compliance with these Terms and Conditions notwithstanding any previous custom, practice, or course of dealing.
23. The Terms and Conditions as stated in this PO govern in event of conflict with any terms of Vendor's proposal, and are not subject to change by reason of any written or verbal statements by Vendor or by any terms stated in Vendor's acknowledgment unless accepted in writing by the City.
24. This PO is governed by North Carolina law. Any legal actions arising from this purchase order shall be brought in Mecklenburg County, North Carolina.
25. Vendor certifies that: (a) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58; (b) it has not been designated by the NC State Treasurer pursuant to N.C.G.S. 147-86.81 as a company engaged in the boycott of Israel; and (c) it will not take any action causing it to appear on any such list during the term of this PO.
26. Because this PO may be partially or fully paid from federal funds, the City's "Federal Contract Terms and Conditions Exhibit," accessible at [insert webpage], is incorporated into and made part of this PO. The incorporated federal terms include without limitation the provisions required by 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II; Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 C.F.R. § 200.324). Additional federal terms may apply for certain agencies or grants.



CITY OF CHARLOTTE

Purchase Order

Fiscal Year 2020 Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **20009161**

IF A CONTRACT # IS PROVIDED BELOW, ALL PURCHASES MADE UNDER THIS PO ARE SUBJECT TO THE TERMS AND CONDITIONS THEREIN:

Contract #

All invoices must be mailed to cocap@charlottenc.gov

BILL TO

CITY OF CHARLOTTE AP
P.O. BOX 37979
CHARLOTTE, NC 28237-7979
COCAP@CHARLOTTENC.GOV

VENDOR

EVERBRIDGE INC
155 N LAKE AVE STE 900
PASADENA, CA 91101
FINAL.DOCUMENTS@EVERBRIDGE.COM

SHIP TO

Fire Emergency Management
500 Dalton Avenue
Charlotte, NC 28206

Vendor Phone Number 818-230-9786	Vendor Fax Number 818-484-2299	Requisition Number 14026	Buyer lgwilliams	Delivery Reference Hannah Sanborn
Date Ordered 10/30/2019	Vendor Number 132312	Date Required	Days To Net 30	Freight Method/Terms
				Department/Location CFD Emergency Management

Line#	Description/Part No.	Qty	UOM	Unit Price	Extended Price
1	DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWA Everbridge Proserve - Consulting Services Remote Delivered-20 Hours Everbridge Quote #27038	20.0	EACH	\$300.00	\$6,000.00

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act

By Kay Elmore
Chief Procurement Officer

By Ky Plamey
Finance Officer

Total Ext. Price \$6,000.00
PO Total \$6,000.00

Terms and Conditions

The Terms and Conditions listed below will govern all matters relating to the goods and services provided by you or your company (the "Vendor") to the City of Charlotte (the "City") under this purchase order ("PO"). Additional terms and conditions stated on the face of this PO shall take precedence over any conflicting terms and conditions stated below. Any terms and conditions not stated on the face of this PO but incorporated by reference therein shall be binding only if provided or signed by the City and attached hereto. In the event that a binding written contract signed by both the Vendor and the City exists, the terms and conditions of that contract shall supersede any conflicting terms and conditions below or on the face of this PO.

1. If Vendor refuses to accept this PO exactly as written, Vendor will return it at once with explanation.
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5. Unless "FOB Origin" is stated on the face of this PO, the risk of loss of and damage to goods that are the subject of this PO remain on Vendor until the goods are (a) delivered to the destination set out in this PO and (b) accepted by the City.
6. The City may inspect all products or service deliverables prior to acceptance. Payment does not constitute acceptance. The City's failure to accept or reject products or services shall not relieve Vendor from liability for products or services that are defective or do not meet specifications. Rejected products shall be returned to Vendor at Vendor's risk and expense.
7. Vendor warrants that the products and services furnished pursuant to this PO shall: (a) comply with all federal, state, and local laws applicable thereto; (b) satisfy all requirements set forth on the face of this PO and any applicable documentation incorporated herein; (c) meet industry standards and be suitable for the purpose intended; (d) be of merchantable quality; and (e) be free from defects in title, labor, material, or fabrication.
8. The City may terminate this PO for convenience at any time by providing ten (10) days' written notice to Vendor. The City may terminate this PO or any part thereof effective immediately upon the giving of written notice of termination for cause if Vendor violates or fails to deliver or perform any covenant, provision, obligation, term, or condition contained in this PO, or if the City determines that Vendor will not be able to deliver or perform due to insolvency or other reason.
9. Vendor will defend, indemnify, and save the City harmless from any and all loss, damages, costs, fees, and expenses incurred on account of any and all claims, suits, or judgments alleging that any product or service provided under this PO violates any patent, copyright, trade secret, trade name, or any other intellectual property right of any nature.
10. If any product provided hereunder is alleged to be defective in any respect whatsoever, Vendor will defend, indemnify and save City harmless from all loss, damages, costs, fees, and expenses incurred by reason of such allegation or defect, including without limitation all liability arising from any accidents, injuries, or damages to persons or property that may result in whole or in part from such product.
11. If Vendor performs services or constructs, erects, inspects, or delivers hereunder, Vendor will indemnify and save harmless the City from all loss, damages, costs, fees, or expenses incurred in connection with any accidents, injuries, or damages to persons or property that are alleged to have resulted in whole or in part from the performance thereof.
12. Vendor agrees not to release any advertising or other materials using the City's trademark, quoting the opinion of any City employee, or implying in any way that the City endorses Vendor or its products or services.
13. Vendor represents and warrants that no federal or state statute or regulation or municipal ordinance has been or will be violated in the manufacture, sale, or delivery of any product or service sold and delivered hereunder and if such violation is alleged, Vendor will indemnify and save the City harmless from all loss, penalties, fees, costs, and expenses resulting in whole or in part from such violation or allegation.
14. E-Verify Requirements: Vendor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of its subcontractors to do so as well.
15. Except as required by law, any information or data of the City or its suppliers or subcontractors that Vendor receives access to in connection with this PO shall be kept as confidential proprietary information of the City and not divulged or made available to any individual or organization without City's prior written approval. Such information or data will be the sole property of the City and not Vendor. Access to "Restricted Data" (as defined by the City's Restricted Data Policy) is subject to execution of a confidentiality agreement by Vendor.
16. All intellectual property, including, but not limited to, patentable inventions, patentable plans, copyrightable works, trademarks, service marks, and trade secrets invented, developed, created, or discovered in performance of this PO shall be the property of the City.
17. Vendor agrees to comply with the Non-Discrimination Policy set forth in Chapter 2, Article V of the Charlotte City Code, which is available for review at <http://library.municode.com/index.aspx?clientId=19970> and incorporated herein by reference. Vendor consents to be bound by the award of any arbitration conducted thereunder.
18. Vendor agrees to provide Payment Affidavits as required by Part D, Section 9 of the Charlotte Business Inclusion Policy, which is available at <http://chameck.org/city/charlotte/CharlotteBusinessInclusion/Pages/default.aspx> and incorporated herein by reference.
19. Vendor shall pay all sales or use taxes that are or become due in connection with any products or services provided hereunder, and shall indemnify and save harmless the City from any damages, costs, fees, expenses, or penalties on account of such taxes. Vendor may charge the City only for those taxes that are applicable to the goods and/or services being provided under this PO.
20. Vendor shall secure, before delivery of any goods or services hereunder, Commercial General Liability insurance in an amount not less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate, or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate, with the City listed as additional insured. Vendor shall produce an insurance certificate evidencing such coverage upon request by the City.
21. In addition to the insurance required in the preceding paragraph, if Vendor performs services hereunder, Vendor shall secure, before delivery of such services (1) Workers' Compensation Insurance meeting State of North Carolina statutory requirements with \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit, providing coverage for employees and owners; and (2) Commercial Automobile Liability Insurance with limits of no less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit each occurrence/aggregate, with the City listed as additional insured, provided that if Vendor will operate a vehicle on the Charlotte Douglas International Airport airfield, coverage limits for Commercial Automobile Liability Insurance shall be raised to \$5,000,000 for each of the above categories. Evidence of commercial automobile coverage is necessary only if vehicles are used in the provision of services under this PO. Vendor shall produce an insurance certificate evidencing such coverage upon request by the City.
22. The City may at any time insist upon strict compliance with these Terms and Conditions notwithstanding any previous custom, practice, or course of dealing.
23. The Terms and Conditions as stated in this PO govern in event of conflict with any terms of Vendor's proposal, and are not subject to change by reason of any written or verbal statements by Vendor or by any terms stated in Vendor's acknowledgment unless accepted in writing by the City.
24. This PO is governed by North Carolina law. Any legal actions arising from this purchase order shall be brought in Mecklenburg County, North Carolina.
25. Vendor certifies that: (a) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58; (b) it has not been designated by the NC State Treasurer pursuant to N.C.G.S. 147-86.81 as a company engaged in the boycott of Israel; and (c) it will not take any action causing it to appear on any such list during the term of this PO.
26. Because this PO may be partially or fully paid from federal funds, the City's "Federal Contract Terms and Conditions Exhibit," accessible at [insert webpage], is incorporated into and made part of this PO. The incorporated federal terms include without limitation the provisions required by 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II; Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 C.F.R. § 200.324). Additional federal terms may apply for certain agencies or grants.



Invoice

Everbridge, Inc
155 N. Lake Ave., Suite 900
Pasadena CA 91101
United States
818-230-9786
www.everbridge.com

Acct. No.	Date	Invoice #
8986	12/18/2019	M46337

Bill To	Customer
City of Charlotte AP Attn: Charlotte Fire Department Emergency Management P.O. Box 37979 Charlotte NC 28237-7979 United States	Kay Elmore City of Charlotte Procurement Management Division 600 East Fourth Street, CMGC 9th Floor Charlotte NC 28202-2850 United States

PO #	Quote Number	Sales Rep				
See "Customer Message"	Q-27038	Sarris, Bridget				
Payment Terms	Due Date	Currency	Billing Start Date	Billing End Date		
Net 30	01/17/2020	USD	12/09/2019	12/08/2020		
MN Contacts	Nixle Contact	Nixle Population	SLG Households	Safety Connection Contacts		
Category						
Item	Description	Quantity	Net Annual	Pro-Rate	One Time Credit	Amount
101-00-22-8618-000	Proserve - Consulting Services Remote Delivered	20	6,000.00	0.00		6,000.00
See Attached PO No. 20009161 w/ Corrected Terms & Conditions			Total			\$6,000.00

Remittance Slip

Customer Number	Invoice #	Amount Due	Amount Paid
8986 City of Charlotte, NC	M46337	\$6,000.00	

Make Checks Payable To

Everbridge, Inc
 Attn: Accounts Receivable Dept.
 PO Box 740745
 Los Angeles, CA 90074-0745

FOR OVERNIGHT COURIER SERVICE:
 Bank of America Lockbox Services
 Lockbox - 740745

WIRES / ACH PAYMENTS SHOULD BE SENT TO:
 Bridge Bank, a division of Western Alliance Bank
 ABA or Routing number [REDACTED]
 Account number: [REDACTED]
 For Credit to: Everbridge Inc

For Receiving International Wires in USD Only:
 Swift Code: [REDACTED]
 For Canadian payments: [REDACTED]

Please call or email Everbridge Accounts Receivable Department at (818) 230-9786 or Accounts.Receivable@everbridge.com for any questions and for any international payments other than USD to receive wire instructions.



Invoice

Everbridge, Inc
155 N. Lake Ave., Suite 900
Pasadena CA 91101

Acct. No.	Date	Invoice #
8986	9/29/2018	M39623

Bill To	Customer
City of Charlotte AP Attn: Charlotte Fire Department Emergency Management P.O. Box 37979 Charlotte NC 28237-7979 United States	Kay Elmore City of Charlotte Procurement Management Division 600 East Fourth Street, CMGC 9th Floor Charlotte NC 28202-2850 United States

PO #	Quote Number	Sales Rep					
	Q-11732	Ward, Matthew					
Payment Terms	Due Date	Currency	Billing Start Date	Billing End Date			
Net 30	10/29/2018	USD	9/19/2018	9/18/2019			
MN Contacts	Nixle Contact	Nixle Population	SLG Households	Safety Connection Contacts			
Category							
Item	Description	Quantity	Net Annual	Pro-Rate	One Time Credit	Amount	
101-00-22-0101-000	Setup Fee	1	0.00			0.00	
101-11-11-0255-000	Mass Notification Pro	1,295,000	248,790.00			248,790.00	
101-01-11-1001-000	Mass Notification Additional Org	8	0.00			0.00	
100-09-11-1038-000	Ten Additional Keywords	26	5,080.00			5,080.00	
			Total				\$253,870.00

Remittance Slip

Customer Number	Invoice #	Amount Due	Amount Paid
8986 City of Charlotte, NC	M39623	\$253,870.00	

Make Checks Payable To
Everbridge, Inc
 PO Box 740745
 Los Angeles, CA 90074-0745

FOR OVERNIGHT COURIER SERVICE:
 Bank of America Lockbox Services
 Lockbox - 740745
 2706 Media Center Drive
 Los Angeles, CA 90065

WIRES / ACH PAYMENTS SHOULD BE SENT TO:
 Bridge Bank, a division of Western Alliance Bank
 ABA or Routing number: [REDACTED]
 Account number: [REDACTED]
 For Credit to: Everbridge Inc

For Receiving International Wires in USD Only:
 Swift Code: [REDACTED]

Please call or email Everbridge Accounts Receivable Department at (818) 230-9786 or Accounts.Receivable@everbridge.com for any questions and for any international payments other than USD to receive wire instructions.



Invoice

Everbridge, Inc
155 N. Lake Ave., Suite 900
Pasadena CA 91101

Acct. No.	Date	Invoice #
8986	07/26/2019	M43990

Bill To	Customer
City of Charlotte AP Attn: Charlotte Fire Department Emergency Management P.O. Box 37979 Charlotte NC 28237-7979 United States	Kay Elmore City of Charlotte Procurement Management Division 600 East Fourth Street, CMGC 9th Floor Charlotte NC 28202-2850 United States

PO #	Quote Number	Sales Rep				
	Q-11732	Sarris, Bridget				
Payment Terms	Due Date	Currency	Billing Start Date	Billing End Date		
Net 30	08/25/2019	USD	09/19/2019	09/18/2020		
MN Contacts	Nixle Contact	Nixle Population	SLG Households	Safety Connection Contacts		
Category						
Item	Description	Quantity	Net Annual	Pro-Rate	One Time Credit	Amount
101-11-11-0255-000	Mass Notification Pro	1,295,000	248,790.00			248,790.00
101-01-11-1001-000	Mass Notification Additional Org	8	0.00			0.00
100-09-11-1038-000	Ten Additional Keywords	26	5,080.00			5,080.00
			Total			\$253,870.00

Remittance Slip

Customer Number	Invoice #	Amount Due	Amount Paid
8986 City of Charlotte, NC	M43990	\$253,870.00	

Make Checks Payable To

Everbridge, Inc
 PO Box 740745
 Los Angeles, CA 90074-0745

FOR OVERNIGHT COURIER SERVICE:

Bank of America Lockbox Services
 Lockbox - 740745
 2706 Media Center Drive
 Los Angeles, CA 90065

WIRES / ACH PAYMENTS SHOULD BE SENT TO:
 Bridge Bank, a division of Western Alliance Bank
 ABA or Routing number: [REDACTED]
 Account number: [REDACTED]
 For Credit to: Everbridge Inc

For Receiving International Wires in USD Only:
 Swift Code: [REDACTED]

Please call or email Everbridge Accounts Receivable Department at (818) 230-9786 or Accounts.Receivable@everbridge.com for any questions and for any international payments other than USD to receive wire instructions.