

**STAFF REPORT FOR CALENDAR ITEM NO.: 8.2
FOR THE MEETING OF: September 14, 2023**

TRANSBAY JOINT POWERS AUTHORITY

BRIEF DESCRIPTION:

Authorizing the Executive Director to execute an amendment to the Master Services Agreement with Everbridge, Inc. for Mass Notification System software services for additional compensation of up to \$451,500 over three years.

EXPLANATION:

A Mass Notification System enables organizations to notify individuals or groups via contact paths. This comprehensive notification solution keeps contacts informed before, during, and after all events, operational incidents, and emergencies. It is standard for transit facilities to maintain a Mass Notification System.

In 2017, as the result of a competitive procurement (RFP 17-04), the TJPA Board authorized the Executive Director to execute a Professional Services Agreement with G4S Secure Integration LLC (“G4S”) to provide Physical Security Information Management (“PSIM”) System and Emergency Communication System/Mass Notification System and Integration Services for the new Salesforce Transit Center.

Under the G4S contract, G4S teamed with, among others, Everbridge to provide the TJPA’s Mass Notification System and ensure its integration with the other transit center security and operations systems. In 2018, TJPA and Everbridge executed a Master Services Agreement, describing the terms for Everbridge to assist with standing up the TJPA’s Mass Notification System at the new facility and provide on-going access to its web-based proprietary software during operations.

In 2020, as a result of a competitive procurement, the TJPA Board authorized the Executive Director to execute a Professional Services Agreement with G4S to provide Physical Security Systems Maintenance (“PSSM”) services. The PSSM services cover on-going maintenance and support for the TJPA’s major physical security systems, security devices, and associated software. The TJPA excluded from the scope of the contract, however, a subcontract with Everbridge for the on-going access to its software; TJPA determined it would contract directly with Everbridge for this annual access and support.

Since that time, TJPA has annually renewed the Master Services Agreement with Everbridge for access to the Mass Notification System.

Everbridge is widely used daily by security operators within the security operations center to keep members of the public, operations personnel, bus operators, and tenants informed regarding incidents that may impact operations since facility opening in 2018. Additionally, Everbridge is used by federal, state, and local government agencies, primarily for public safety. In particular,

the City and County of San Francisco Department of Emergency Management utilizes Everbridge (SF Alert) to engage the community or provide public safety information.

The TJPA Board procurement policy specifies that procurements of consultant and professional services greater than \$110,000 over the contract term typically must be procured through publication of a competitive request for proposals. The policy allows procurement by noncompetitive proposal, however, in certain circumstances where award of a contract through competitive solicitation would be infeasible, including because the item is available only from a single source.

Here, the development of the Mass Notification System was procured through the 2017 competitive procurement. But now that the system is installed, Everbridge uses proprietary software to allow TJPA access to the system; thus, the service is only available from this single vendor so long as the system is in place. As explained above, the Everbridge system is widely used and TJPA staff is satisfied with the current software. Accordingly, staff propose to enter an Amendment to the Master Services Agreement, confirming that the agreement annually renews but providing TJPA the right to terminate the agreement in its discretion on prior written notice to Everbridge (see attached Amendment). Staff plans to annually review the Everbridge contract at least 30 days prior to the end of the then-current term to determine whether to recommend that TJPA proceed with a one year additional term or re-procure the service.

TJPA staff negotiated a quote from Everbridge, securing fixed annually pricing over the next three years of not to exceed \$150,500 per year, or \$451,500 for the three-year term. Staff has determined that this pricing is fair and reasonable. This three-year quote and pricing are favorable to the agency, considering that the initial cost (which was negotiated as the result of competitive procurement) was \$129,943 in 2018, with an average of a 3% yearly increase. Everbridge is providing \$7,500 credits per year and they're charging the same price this fiscal year (FY 23/24) and the next two fiscal years with no annual increase to solicit and attempt to implement a different Mass Notification System would be disruptive to the security function of the facility and costly; a new system could not be procured for less than the amount proposed here, and would have its own ongoing access costs.

The cost of the first year of the Everbridge services is included in the FY23-24 operating budget for the transit center.

RECOMMENDATION:

Authorize the Executive Director to execute an amendment to the Master Services Agreement with Everbridge, Inc. for Mass Notification System software services for additional compensation of up to \$451,500 over three years.

ENCLOSURES:

1. Resolution
2. Amendment

**TRANSBAY JOINT POWERS AUTHORITY
BOARD OF DIRECTORS**

Resolution No. _____

WHEREAS, The Transbay Joint Powers Authority (TJPA) requires a Mass Notification System to support the safety and security management systems of the Transbay Transit Center; and

WHEREAS, On September 13, 2016, the TJPA issued Request for Proposals 17-04 for the Physical Security Information Management (PSIM) system and the Emergency Communication System/Mass Notification System (ECS/MNS) and Integration Services; and

WHEREAS, On June 8, 2017, the TJPA Board approved the G4S Secure Integration LLC professional services agreement to provide the services. This agreement included Everbridge for the Mass Notification System component; and

WHEREAS, On March 16, 2018, the Executive Director executed a Master Service Agreement with Everbridge, describing the terms for Everbridge to assist with standing up the TJPA's Mass Notification System at the new facility and provide on-going access to its web-based proprietary software during operations; and

WHEREAS, Since that time, TJPA has annually renewed the Master Services Agreement with Everbridge for access to the Mass Notification System; and

WHEREAS, Mass Notification is paramount to the TJPA's physical security program; and

WHEREAS, The initial selection of the Mass Notification System was procured through the 2017 competitive procurement, but now that the system is installed, Everbridge uses proprietary software to allow TJPA access to the system and, thus, the service is only available from this single vendor so long as the system is in place; now, therefore, be it

RESOLVED, That the Board authorizes the Executive Director to execute an amendment to the Master Services Agreement with Everbridge, Inc. for Mass Notification System software services for additional compensation of up to \$451,500 over three years.

I hereby certify that the foregoing resolution was adopted by the Transbay Joint Powers Authority Board of Directors at its meeting on September 14, 2023.

Secretary, Transbay Joint Powers Authority

**Amendment to
Master Services Agreement**

This Amendment (“**Amendment**”) to the Everbridge, Inc. Master Services Agreement dated March 16, 2018, by and between Everbridge, Inc., a Delaware corporation (“**Everbridge**”), and Transbay Joint Powers Authority (“**Client**”) is effective as of the date of the Client’s signature below. All capitalized terms used herein without definition shall have their respective meanings set forth in the Agreement (as defined below).

WHEREAS, Everbridge and Client previously entered into a service agreement for the provision of mass notification services (such agreement including any previous amendments, referred to as the “**Agreement**”);

WHEREAS, the Parties desire to amend the Agreement on and subject to the terms of this Amendment;

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

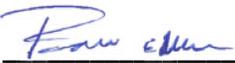
1. Auto-Renewal: The following language shall be added to the end of **Section 4. Term** of the Agreement:

Except as set forth in an applicable Quote, or unless this Agreement is terminated as provided herein, upon expiration of the term of any Quote, such Quote shall renew automatically for successive subsequent periods of twelve (12) months unless either Party notifies the other Party of its intent to terminate at least thirty (30) days prior to the end of the then current term.

2. Remaining Terms. All other terms and conditions of the Agreement remain in full force and effect as amended by this Amendment.

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

EVERBRIDGE, INC.

By  Phillip E. Huff
Title Chief Accounting Officer
Date 8/29/2023

TRANSBAY JOINT POWERS AUTHORITY

By _____
Title _____
Date _____

APPROVED AS TO FORM

Legal Counsel



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everbridge.com

Quotation

Prepared for:

Rodney Harris
Transbay Joint Powers Authority
201 Mission St., Suite 2100
San Francisco CA 94105
United States
Ph: 628-260-9005
Fax:
Email: rharris@tjpa.org

Quote #: Q-138428
Date: 5/31/2023
Expires On: 12/2/2023
Confidential

Salesperson: Gina Brambila
Phone:
Email: gina.brambila@everbridge.com

Contract Summary Information:

Contract Period:	36 Months
Contract Start Date:	7/1/2023
Contract End Date:	6/30/2026

Year 1

QTY	DESCRIPTION	PRICE
500	Business Operations Standard	USD 145,000.00
1	VCC Channels	USD 0.00
500	Alertus Premier Desktop & Digital Signage Client - Includes Urgent Alerts	USD 5,500.00
1	Mass Notification Add-On	USD 0.00
1	Risk Intelligence Add-On License	USD 0.00
Year 1 TOTAL:		USD 150,500.00

Year 2

QTY	DESCRIPTION	PRICE
500	Business Operations Standard	USD 145,000.00
1	VCC Channels	USD 0.00
500	Alertus Premier Desktop & Digital Signage Client - Includes Urgent Alerts	USD 5,500.00
1	Mass Notification Add-On	USD 0.00
1	Risk Intelligence Add-On License	USD 0.00
Year 2 TOTAL:		USD 150,500.00

Year 3

QTY	DESCRIPTION	PRICE
500	Business Operations Standard	USD 145,000.00
1	VCC Channels	USD 0.00
500	Alertus Premier Desktop & Digital Signage Client - Includes Urgent Alerts	USD 5,500.00
1	Mass Notification Add-On	USD 0.00
1	Risk Intelligence Add-On License	USD 0.00
Year 3 TOTAL:		USD 150,500.00

Pricing Summary:

Year One Fees:	USD 150,500.00
One-time Implementation and Setup Fees:	USD 0.00
Professional Services:	USD 0.00
Total Year One Fees Due:	USD 150,500.00

Ongoing Fees:

Year Two Fees:	USD 150,500.00
Year Three Fees:	USD 150,500.00

Messaging Credits Summary:

	Initial Credits Allowance	Additional Credits Purchased	Total Credits
Year 1	7,500,000	0	7,500,000
Year 2	7,500,000	0	7,500,000
Year 3	7,500,000	0	7,500,000

1. Quote subject to the terms and conditions of the Master Services Agreement, including any amendments, executed between Everbridge, Inc. and the customer listed above.
2. Messaging Credits listed above can be used for Notifications and expire at the end of each year. Consumption of Messaging Credits in excess of these amounts in any year will incur additional charges
3. Subject to sales taxes where applicable.
4. Except for currency designation, the supplemental notes below, if any, supplied in this Quote are for informational purposes and not intended to be legally binding or override negotiated language of the Everbridge Inc. Master Service Agreement.

Please, Sign, Date and Return:

Signature:

Date:

Name (Print):

Title:

Please, Sign, Date and Return:

Signature:

Date:

Name (Print):

Title:

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THANK YOU FOR YOUR BUSINESS!