

RFP 16.160

Emergency Notification System

Bid Opening 07/20/2016

Item	Swiftreach	Everbridge	Civicplus	Emergency Communication	Dial My Calls	Blackboard	Tellintel
Specification							
Emergency Notification System	24,995.00	33,750.00	35,850.00	39,900.00	40,000.00	53,457.13	178,000.00
Total	24,995.00	33,750.00	35,850.00	39,900.00	40,000.00	53,457.13	178,000.00



Service Order and Agreement
Account Number: _____

Customer Information

Customer Name: Broken Arrow Police Department		Tax Exempt (Form Attached) ☐	
Primary Contact: Stephen Bradley		Billing Contact: Same	
Primary Contact Email: sbradley@brokenarrowok.gov		Billing Contact Email:	
Primary Contact Phone Number: 918-451-8348		Billing Phone Number:	
Primary Contact Fax Number:		Billing Fax Number:	
Main Phone Number (BTN): 918.259.8400		Main Fax Number:	
Corporate Address: 1101 N. 6th Street		Billing Address (if different): Same	
Room/Suite:		Room/Suite:	
City: Broken Arrow		City:	
State: OK Time Zone for Scheduled Notifications: Central		State:	
Zip: 74012		Zip:	
Default Caller ID Number for Swift911 : 918-251-5311		Super User:	
Default Email From Name: Broken Arrow Police		Name: Stephen Bradley	
Default Email From Address: Sbradley@Brokenarrowok.Gov		Phone: 918.451.8348	
Default SMS From Name: Broken Arrow Police		Email: Sbradley@Brokenarrowok.Gov	

Notification Subscription Details

Provisions	Quantity / Cost	One-Time	Monthly	Annual
Set up Fee	1	\$0.00	-	-
Training: ☐ At Customer Site ☒ Remote via Web-Ex; Standard 2 hours	-	-	-	-
Data: ☐ Customer Provided ☒ SwiftReach Provided at _____ per contact #	_____ contact numbers	-	-	-
Data Update: ☒ Annually ☐ Bi-Annually ☐ Quarterly ☒ N/A	-	-	-	-
Subscription Fee: ☐ Fixed ☐ Pay Per Use ☐ Unlimited	-	-	-	\$24,995.00
Minute Notifications: Inbound, Outbound, Fax, Conference (30 second increments)	See notes	-	-	-
SMS/Text Notifications	See notes	-	-	-
Email Notifications	Unlimited Included	-	-	-
Inbound Hotline	_____ hotline(s) / _____ minute	-	-	-
Public Web Portal (1 included, each additional \$150): ☐ Standard ☐ Custom (\$150 per)	_____ web portal	-	-	-
Term: ☐ 12 Months ☐ 36 Months ☒ 60 Months	Totals:			
NOTES: Includes _____ minutes and _____ text messages per year. Overage billed at \$0.00 per minute (inbound, outbound, fax and conference), and \$0.00 per text. Any on-site training is billed at \$1,000 per day + expenses. Data Specifics: SNI Supplied Annually				

Credit Information

Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Residential ☐ Other ☐	
Tax Exempt ☐ No ☐ Yes - Documentation Attached	
President/ Owner Name:	SSN or FEIN:
Bankrupt in the last 3 years? Yes ☐ No ☐ (If yes, please attach description)	
Has the company or an affiliate of the company applied for SwiftReach service in the past? Yes ☐ No ☐ If yes, provide name:	
Bank:	Account Number:
Bank Address:	Bank Contact Phone Number:
Bank Contact:	Received Date:
Security Deposit: \$	

Letter of Authorization (L.O.A.) I appoint SwiftReach Networks (SNI) to act as my agent in order to effectuate the collection of account information and/or carry out the change(s) authorized on my behalf.

Emergency Notification Service known as "Services" is defined as: SNI agrees to provide an enhanced network service platform to route outbound telephone notification messages ("TNM") to those persons listed on the database ("entry" or "entries") supplied by Customer. Customer shall activate each request by telephone call (or using a web-browser) and use either a pre-recorded message, or create a new message. SNI will attempt a minimum of one call to each entry and shall retain a phone log of the connection and/or attempt to each entry. SNI log shall be made available to Customer at no cost to Customer upon the completion of each activation.

Customer shall have the ability to maintain its own database and call list on the website for no charge. Customer, in its sole discretion may edit locations from the database. SNI shall have no obligation to edit call lists, but shall be permitted to do so upon learning of any manifest errors, or omissions in performing any review of the database. Customer is fully responsible for the accuracy of the information and SNI assumes no responsibility therefore. Any corrections to initial programming shall be made, without charge, for the first thirty (30) days upon commencement of service.

Notwithstanding anything to the contrary herein, nothing in this Agreement shall be construed as a sale, transfer or license of the software and hardware employed by SNI for the TNM Service. Upon termination of the Customer's service agreement for any reason, the TNM Service shall also terminate and, other than the current listing of Customer's database that was provided by the Customer to SNI, Customer shall have no right to the return or delivery of any other information including SwiftReach provided data, software or hardware. Customer shall have no right to re-engineer any software utilized in the process and no trademark, license, trade secrets or other proprietary information controlled by SNI is intended to be conveyed hereby.

I have read and agree to each of the terms and conditions on page 2 and 3 of this Service Order and Agreement. I further authorize SwiftReach to verify any or all information provided on this application, including listed bank references, and to obtain from outside reporting agencies such credit reports as SwiftReach may deem necessary.

SwiftReach Signature _____	Date _____
Print Name _____	Title _____
Customer Signature _____	Date _____
Print Name _____	Title _____

SwiftReach Networks Inc. : Tel 201-236-8625 : Fax 201-236-1222
14 Industrial Ave, Mahwah, NJ 07430



Service Order and Agreement
Account Number: _____

Swift911™ EMERGENCY NOTIFICATION SERVICE ORDER AND AGREEMENT – PAGE 2 – TERMS AND CONDITIONS

SWIFTREACH NETWORKS, INC. (SwiftReach) shall provide, and Customer shall pay for, the Service indicated on page 1 of this Service Order and Agreement in accordance with the following terms and conditions:

1. EFFECTIVE DATE and TERM:

This Agreement shall become effective on the date that the Customer's signed Service Order is accepted by SwiftReach. All Service shall be provided for a Term as indicated on page 1 of this Service Order and Agreement. Such Term shall commence on the date upon which the Service is made available for use by Customer, and shall continue until the expiration of the Term or until this Agreement is otherwise terminated as set forth herein. Following the initial Term, this Agreement shall continue on an annual basis until terminated upon 30 days' prior written notice by either party hereto, or until the parties enter into a new service agreement.

2. BILLING and PAYMENT TERMS:

The fees for Service are as set forth on page 1 of this Service Order and Agreement. All calls are rated individually and rounded up to the nearest whole penny. Customer shall also be responsible for payment of any applicable local, state, or federal taxes. Where applicable, SwiftReach shall bill in advance all annual recurring charges. In the event of any dispute regarding a billing invoice, Customer shall notify SwiftReach in writing within fifteen (15) days of receipt of the invoice. Thereafter, said invoice shall be deemed to be correct and binding.

Payment is due no later than the twentieth (20th) day from the invoice date. Any amount not paid within twenty days after the invoice date shall bear interest commencing on the invoice date and continuing through the date payment is received, at a rate equal to the lesser of 1.5% per month or the highest rate permitted by law. In addition, invoices not paid by the twentieth (20th) day from the invoice date will not be eligible for quoted volume or term discounts.

Customer is responsible for paying the entire amount billed on the invoice, including reasonably disputed charges, whether or not documented in writing to SwiftReach. Any dispute resolved in Customer's favor shall be credited on Customer's next invoice. Customer shall not seek legal or equitable remedies, including without limitation, injunctive relief, which would require SwiftReach to continue providing Service to Customer while any delinquent amount payable to SwiftReach remains unpaid.

3. SERVICE and RATES:

Initial rates for the Service plan are set forth on page 1 of this Service Order and Agreement or in the separate pricing form furnished to customer. Except where otherwise required by applicable law or the provisions of this Agreement applicable to Term plans, SwiftReach may revise the rates for Service from time-to-time without prior notice. SwiftReach reserves the right to move Customer to a different Service or rate plan if usage or other criteria are not met for the plan to which Customer has subscribed or in which Customer currently is enrolled.

4. LIMITATION of LIABILITY:

Customer acknowledges that SwiftReach is not liable to Customer or to any third party for calls not completed or for any errors in transmission. SwiftReach is not liable to Customer for any act of or representation made by independent Distributors or Agents who sell SwiftReach Service, unless expressly approved by an officer of SwiftReach in writing or unless contained in a document provided by SwiftReach to Customer.

Customer recognizes the complex nature of telecommunications technology. SwiftReach shall not be responsible for any hardware/software including, but not limited to, PBX and PBX programming, CSU, DSU, channel bank, routers or any other customer-premises equipment required for any service provided by SwiftReach. Except as specifically set forth herein or in any attachment or addendum, the Service and related software and/or equipment provided by SwiftReach, if any, are provided on an "as is" and "as available" basis. Except for SwiftReach's undertaking to maintain the quality of its network consistent with prevailing industry standards and sound business practice, SWIFTREACH MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. Certain states do not allow any limitation of implied warranties and, therefore, certain provisions may not apply to Customers located in those States. Under no circumstances shall SwiftReach have any liability for: (a) any act or omission of any connecting carrier or any underlying carrier or local exchange company whose services are resold by SwiftReach, or any other third-party provider of connections, equipment, facilities or service to Customer or SwiftReach; (b) any act or omission of Customer, its agents, servants, employees, invitees or guests; (c) any act or omission by any of Customer's end-users; or (d) any failure of equipment, facilities or connections provided by the Customer. Neither shall SwiftReach have any liability for mistakes, omissions, interruptions, errors, delays, defects in transmission or failure to transmit, when caused by acts of God, fire or other natural disaster, war, riots, labor disturbances, cable cuts, Government authorities, or any other causes beyond SwiftReach's control.

IN NO EVENT SHALL SWIFTREACH, ITS AFFILIATES OR ITS CONTRACTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR FOR ANY LOST REVENUE, PROFIT, CUSTOMERS, GOODWILL OR DATA, ARISING FROM OR RELATED TO THE SERVICE, INCLUDING ERRORS, MISTAKES, OMISSIONS, INTERRUPTIONS OR DELAYS BY SWIFTREACH, ITS PROVIDERS, AGENTS, SERVANTS OR EMPLOYEES IN THE COURSE OF ESTABLISHING, FURNISHING, REARRANGING, MOVING, BILLING, TERMINATING OR CHANGING REGULATED OR NON-REGULATED SERVICES OR FACILITIES AS CONTEMPLATED HEREIN. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY WHETHER A CLAIM IS ASSERTED FOR BREACH OF WARRANTY OR ANY OBLIGATION ARISING THEREFROM, AND WHETHER A CLAIM IS ASSERTED IN CONTRACT, TORT OR STRICT PRODUCT LIABILITY, IRRESPECTIVE OF WHETHER SWIFTREACH HAS ADVISED OR BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. SWIFTREACH'S LIABILITY TO CUSTOMER HEREUNDER SHALL NOT EXCEED THE LESSER OF CUSTOMER'S ACTUAL DAMAGES OR THE AVERAGE MONTHLY RECURRING CHARGE PAID BY CUSTOMER FOR THE PARTICULAR SERVICE TO WHICH THE CLAIM PERTAINS (THE "AFFECTED SERVICE"), CALCULATED FROM COMMENCEMENT OF THE AFFECTED SERVICE TO THE DATE A CLAIM IS MADE. CUSTOMER HEREBY WAIVES ANY CLAIM THAT THESE EXCLUSIONS DEPRIVE IT OF AN ADEQUATE REMEDY OR CAUSE THIS AGREEMENT TO FAIL OF ITS ESSENTIAL PURPOSE.

Customer represents and warrants that this is a commercial and business transaction, and not a consumer transaction.

5. UNAUTHORIZED USE:

The Customer shall not permit any person who is not an authorized end-user of the Swift911 Emergency Notification Service Software or any SNI outbound notification software hereunder. The Customer will not allow the Swift911 Emergency Notification Service Software or any SNI outbound notification software to be used in any manner that is a violation of State or Federal law, in particular but not limited to, laws restricting the use of Automated Calling; such as Federal Trade Commission rules regarding automated prerecorded telephone calls under the Telemarketing Sales Rule (TSR).

6. TERMINATION:

In the event of Customer's early termination of this Agreement prior to the expiration of any fixed Term, Customer shall pay SwiftReach all charges for service provided through the effective date of such termination, plus an early termination charge in an amount equal to the greater of (a) the balance of the recurring monthly service charges for such terminated Service, which would otherwise have been payable for the unexpired balance of the term, or (b) an amount equal to the average of the prior three months usage charges, but not less than \$500.00, times the remaining months of the term. It is agreed that SwiftReach's damages if Service were terminated prior to the expiration of the Term would be difficult or impossible to ascertain. Accordingly, the terms of this Paragraph 5 are intended as liquidated damages and not as a penalty in the event of early termination. Termination of Service shall not relieve Customer of its obligation to pay all fees for Service accrued and owing up to and including the date of termination or any other amount payable to SwiftReach.

7. CANCELLATION:

SwiftReach may discontinue Service or cancel an application for service, without incurring any liability, for any of the following reasons: (a) non-payment when due of any sum payable to SwiftReach for service; (b) violation of any law, rule or regulation of any governing authority having jurisdiction over the service; (c) by order of a court or other governmental or quasi-governmental authority having such jurisdiction; (d) in the event service charges exceed the amount of any deposit which SwiftReach may have required or any established credit limit; (e) if Customer provides false or misleading credit information; (f) if, in the sole discretion of SwiftReach, Customer's financial condition has deteriorated or if Customer is involved in any bankruptcy or similar proceeding; (g) fraudulent use of the Service; or (h) any material default under this Agreement including, but not limited to, violation of SwiftReach's Acceptable Use Policy, as applicable.

8. MISCELLANEOUS:

This Agreement shall be governed by and construed in accordance with the substantive and procedural laws and practices of the State of Oklahoma, without reference to its principles of conflict of laws. Any action commenced hereunder shall be brought exclusively in a court of competent jurisdiction in the State of Oklahoma. If a dispute arises and SwiftReach refers this Agreement to an attorney for collection, Customer shall pay all costs of collection, including interest, court costs, fees and reasonable attorney's fees. No provision of this Agreement shall be deemed waived, amended, or modified by either party unless such waiver, amendment or modification is in writing signed by the party against whom the enforcement of such waiver, amendment or modification is sought.

Swift911™ EMERGENCY NOTIFICATION SERVICE ORDER AND AGREEMENT – PAGE 3 – TERMS AND CONDITIONS



Service Order and Agreement
Account Number: _____

Each party represents that it has the full right, power and authority to enter into this Agreement and to perform all of the obligations on its part contemplated herein. Any notice required or permitted to be given under this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, or by overnight courier, to the Customer at the address supplied on page 1 of this Service Order and Agreement, and to SwiftReach at 14 Industrial Avenue, Suite 4, Mahwah, NJ 07430, Attention: Chief Executive Officer. Either party may, at any time, notify the other of a change of address for notices, by giving written notice in accordance with this Paragraph. The terms and conditions of this Agreement shall prevail notwithstanding any variance with the terms and conditions of any order submitted by Customer or the terms of any other agreement between Customer and SwiftReach. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall remain in full force and effect. SwiftReach may collect from Customer its costs (including reasonable attorneys' fees) incurred in enforcing this Agreement.

9. PRESS RELEASE:

SwiftReach may issue a press release announcing the general nature of the relationship between SwiftReach and Customer.

10. VERIFICATION and CREDIT APPROVAL:

Customer shall provide SwiftReach with credit information as requested. SwiftReach reserves the right to withhold initiation or implementation of Service under this Agreement pending credit review. SwiftReach may require Customer to make a deposit at any time as a condition to acceptance of any Service order submitted by Customer or as a condition to continuation of Service. Such deposit shall be held by SwiftReach as security for payment of charges, and SwiftReach may draw upon such deposit without any notice to Customer immediately when such account becomes past due. At such time as the provision of Service to Customer is terminated, the amount of any unapplied deposit shall be credited to the Customer's account and any credit balance, which may remain, shall be refunded without interest thereon. In the event Customer's order is provisioned prior to completion of verification and credit check, said provisioning shall be deemed conditional and may be canceled immediately in the event of an unsatisfactory credit report or failure on the part of Customer to provide a required deposit.

11. NO ASSIGNMENT; ENTIRE AGREEMENT:

Customer may not assign, resell, sublicense, or transfer this Agreement, whether by operation of law, or otherwise (including, but not limited to a transfer resulting from a change in control of Customer) without the prior written consent of SwiftReach, which may be withheld in its sole discretion. This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective affiliates, successors and permitted assigns. This Agreement, together with any attachments, constitute the entire Agreement and understanding between Customer and SwiftReach as to the subject hereof.

12. FAIR USAGE POLICY:

The Notification Service program is provided with the understanding that SwiftReach Networks' enhanced network service platform to route outbound telephone notification messages ("TNM") to those persons listed on the client's authorized database is done so for emergency purposes.

As stated in the NENA Minimum Standards for Emergency Telephone Notification Systems Document 56-003 dated June 12, 2004; Prepared by the National Emergency Number Association (NENA) and the Emergency Telephone Notification Systems Working Group of the Standard Operating Committee; as published by NENA, an emergency is defined under section 3.2.4 Classifying Events, as "For systems that offer the ability to classify a notification event, though it is recognized that there will be some difference in terminology between agencies and system manufacturers, emergency notification events should generally be categorized as follows:

- a. Emergency Warning (eg. Approaching storm)
- b. Emergency Concern (eg. Lost/missing person, amber alert)
- c. Emergency Alert (eg., Escaped/at-large criminal)
- d. Emergency Other (Agency defined emergency event)"

Emergency calls to phones and mobile phones and text messages included in your subscription are subject to a fair usage limit of 24 total voice and text messages combined per telephone number entered in your database for each one (1) year term. Using the formula; initial database size x 24 messages = Total Annual Messages. For example, an account with a database of 10,000 telephone numbers will have a fair usage list of 240,000 minutes / text messages per year. Once these limits are exceeded, SwiftReach will apply an overage fee per Page 1 of this Agreement.

Customer Signature _____ Date _____

Print Name _____ Title _____