



RFP No. 14-21

Intrado SchoolMessenger Proposal for
Safe E-mail and Storage Accounts

Prepared for: **Region 14 Education Service Center and the
National Cooperative Purchasing Alliance**

Prepared By: **Sabrina Pierce, Head of Accounts**

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NCPA
National Cooperative Purchasing Alliance

Intrado 
SchoolMessenger

Cover Letter



July 20, 2021

Region 14 Education Service Center and the National Cooperative Purchasing Alliance
Attn: Review Committee
P.O. Box 701273
Houston, TX 77270

Dear Review Committee:

We appreciate the opportunity to continue to partner with Region 14 Education Service Center and the National Cooperative Purchasing Alliance on the *Safe E-mail and Storage Accounts* project. Your education organizations have been valued Intrado SchoolMessenger partners since 2016, and by extending your partnership, your participating schools and districts will continue to be among leading education organizations from across the country who count on us for their communication needs.

At Intrado Interactive Services Corporation (formerly West Interactive Services Corporation), our goal with SchoolMessenger solutions has always been to ensure educators are able to quickly and easily connect with their communities in any language and on any device. Our platforms, features, and functions consistently set the standard for the industry. Similarly, our commitment to being highly responsive and proactive in supporting our customers has pushed the overall market forward.

Moreover, we fully understand that it's important to know that the company you trust for communications solutions is experienced and well-placed to deliver. As evidence of our qualifications, note that we provide SchoolMessenger SafeMail services to over 100 districts across the country. The solution we're proposing directly integrates into your Office 365 or G Suite platform and offers your participating schools and districts a powerful way to:

- Facilitate legal compliance with child internet safety laws, such as CIPA and COPPA, beyond the tools offered by Office 365 / G Suite.
- Filter content that may be harmful for your students.
- Identify potentially risky or unsafe situations, and help recognize and prevent bullying, suicide, and illegal activities with our preventative technology.

I believe that our SchoolMessenger solutions are perfectly positioned to deliver on your scope of work outlined in RFP No. 14-21, while providing numerous value adds. In fact, our full service offering has been tested and refined over many years and is ready to assist your participating schools and districts. We are committed to the success of schools and school districts. We look forward to carrying this vision forward and continuing to serve Region 14 ESC and NCPA.

Sincerely,

A handwritten signature in blue ink that appears to read "Steve P." with a stylized flourish at the end.

RFP Contact



Sabrina Pierce, Head of Accounts
Intrado Interactive Services Corporation
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Joplin, MO 64801
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**TAB 1 – MASTER
AGREEMENT /
SIGNATURE FORM**

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Tab 1 – Master Agreement

General Terms and Conditions

- ◆ Customer Support
 - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

- ◆ Disclosures
 - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
 - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

- ◆ Renewal of Contract
 - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.

- ◆ Funding Out Clause
 - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
 - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

- ◆ Shipments (if applicable)
 - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

- ◆ Tax Exempt Status
 - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

- ◆ Payments
 - The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.
- ◆ Adding authorized distributors/dealers
 - Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
 - Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
 - Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
 - All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.
- ◆ Pricing
 - All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
 - All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing
- ◆ Warranty
 - Proposals should address each of the following:
 - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
 - Availability of replacement parts
 - Life expectancy of equipment under normal use
 - Detailed information as to proposed return policy on all equipment
- ◆ Indemnity
 - The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.
- ◆ Franchise Tax
 - The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

- ◆ Supplemental Agreements
 - The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

- ◆ Certificates of Insurance
 - Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

- ◆ Legal Obligations
 - It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

- ◆ Protest
 - A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:
 - Name, address and telephone number of protester
 - Original signature of protester or its representative
 - Identification of the solicitation by RFP number
 - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
 - Any protest review and action shall be considered final with no further formalities being considered.

- ◆ Force Majeure
 - If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
 - The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the

United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

◆ Prevailing Wage

- It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

◆ Miscellaneous

- Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

◆ Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Process

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- ◆ Contract Administration
 - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
 - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.
 - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ Contract Waiver
 - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Products and Services additions
 - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- ◆ Competitive Range
 - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
 - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities
 - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$15 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation

- ◆ Evaluation
 - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.
- ◆ Formation of Contract
 - A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.
- ◆ NCPA Administrative Agreement
 - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.
- ◆ Clarifications / Discussions
 - Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.
- ◆ Multiple Awards
 - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.
- ◆ Past Performance
 - Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

Evaluation Criteria

- ◆ Pricing (40 points)
 - Electronic Price Lists
 - Products, Services, Warranties, etc. price list
 - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
 - Product Delivery within participating entities specified parameters
 - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
 - Vendor's ability to perform towards above requirements and desired specifications.
 - Past Cooperative Program Performance
 - Quantity of line items available that are commonly purchased by the entity.
 - Quality of line items available compared to normal participating entity standards.
 - Provide both On-premise solutions as well as Cloud based solutions.

- ◆ References (15 points)
 - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years


- ◆ Technology for Supporting the Program (10 points)
 - Electronic on-line catalog, order entry use by and suitability for the entity's needs
 - Quality of vendor's on-line resources for NCPA members.
 - Specifications and features offered by respondent's products and/or services

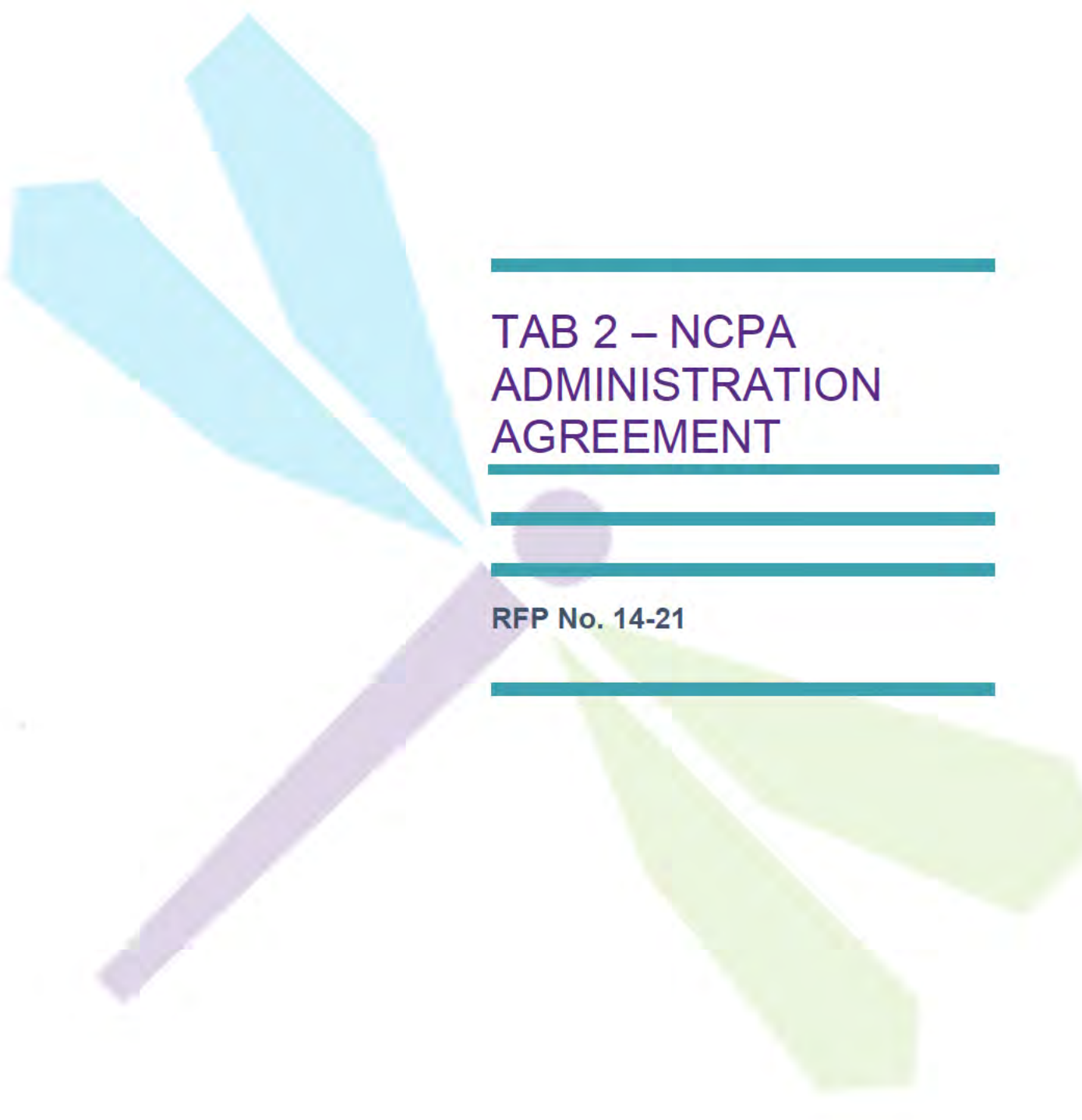
- ◆ Value Added Services Description, Products and/or Services (10 points)
 - Marketing and Training
 - Minority and Women Business Enterprise (MWBE) and (HUB) Participation
 - Customer Service

Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

| | |
|-----------------------|--|
| Company name | <u>Intrado Interactive Services Corporation</u> |
| Address | <u>1027 South Main Street, Suite 503</u> |
| City/State/Zip | <u>Joplin, MO 64801</u> |
| Telephone No. | <u>617-459-4573</u> |
| Fax No. | <u>1-800-360-7732</u> |
| Email address | <u>vik.krishnan@intrado.com</u> |
| Printed name | <u>Vikram V. Krishnan</u> |
| Position with company | <u>General Manager</u> |
| Authorized signature | <u></u> |



TAB 2 – NCPA
ADMINISTRATION
AGREEMENT

RFP No. 14-21

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of August 16, 2021, by and between National Cooperative Purchasing Alliance (“NCPA”) and Intrado Interactive Services Corporation (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated August 16, 2021, referenced as Contract Number 01-128, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Safe E-mail and Storage Accounts;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as “public agency” or collectively, “public agencies”) may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

◆ General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ **Term of Agreement**

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

◆ **Fees and Reporting**

- The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15th) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

| Entity Name | Zip Code | State | PO or Job # | Sale Amount |
|--------------------|-----------------|--------------|--------------------|--------------------|
| | | | | |
| | | | | |
| | | | | |

Total

- Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor’s annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

| <u>Annual Sales Through Contract</u> | <u>Administrative Fee</u> |
|---|----------------------------------|
| 0 - \$30,000,000 | 2% |
| \$30,000,001 - \$50,000,000 | 1.5% |
| \$50,000,001+ | 1% |

- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a

period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

◆ General Provisions

- ▶ This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- ▶ Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- ▶ If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- ▶ Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.
- ▶ This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- ▶ All written communications given hereunder shall be delivered to the addresses as set forth below.

National Cooperative Purchasing Alliance:

Name: Matthew Mackel

Title: Director, Business Development

Address: PO Box 701273

Houston, TX 77270

Signature: 

Date: August 16, 2021

Vendor:

Intrado Interactive Services Corporation

Name: Vikram V. Krishnan

Title: General Manager

Address: 1027 South Main Street, Suite 503

Joplin, MO 64801

Signature: 

Date: August 18, 2021

Intrado's Legal Exceptions

It is our aim to execute a mutually beneficial agreement. Accordingly, the following has been included in the hopes that it may be reviewed and discussed.

We ask that the Agreement be expanded to include the following:

EXCEPT AS EXPRESSLY PROVIDED HEREIN, PROVIDER MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES, AND PROVIDER EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. PROVIDER EXPRESSLY DENIES ANY REPRESENTATION OR WARRANTY ABOUT THE ACCURACY OR CONDITION OF DATA OR THAT THE SERVICES OR RELATED SYSTEMS WILL OPERATE UNINTERRUPTED OR ERROR-FREE.

NO CAUSE OR ACTION WHICH ACCRUED MORE THAN TWO (2) YEARS PRIOR TO THE FILING OF A SUIT ALLEGING SUCH CAUSE OF ACTION MAY BE ASSERTED UNDER THIS AGREEMENT BY EITHER PARTY.

EXCEPT FOR THE PARTIES' PAYMENT OBLIGATIONS, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OR LOSS OF GOODWILL, DATA OR PROFITS, OR COST OF COVER. THE TOTAL LIABILITY OF PROVIDER FOR ANY REASON, SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID TO PROVIDER BY CLIENT UNDER THE Order APPLICABLE TO THE EVENT GIVING RISE TO SUCH ACTION DURING THE SIX (6) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY. THE LIMITS ON LIABILITY IN THIS SECTION SHALL APPLY IN ALL CASES INCLUDING IF THE APPLICABLE CLAIM ARISES OUT OF BREACH OF EXPRESS OR IMPLIED WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR STRICT PRODUCT LIABILITY, AND EVEN IF THE PARTY HAS BEEN ADVISED THAT SUCH DAMAGES ARE POSSIBLE OR FORESEEABLE.



TAB 3 – VENDOR QUESTIONNAIRE

RFP No. 14-21

Tab 3 – Vendor Questionnaire

Please provide responses to the following questions that address your company’s operations, organization, structure, and processes for providing products and services.

◆ States Covered

- Bidder must indicate any and all states where products and services can be offered.
- Please indicate the price co-efficient for each state if it varies.

50 States & District of Columbia (Selecting this box is equal to checking all boxes below)

- | | | |
|---|---|---|
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Maryland | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Massachusetts | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> Michigan | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> Minnesota | <input type="checkbox"/> Texas |
| <input type="checkbox"/> California | <input type="checkbox"/> Mississippi | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> Missouri | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> Montana | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> Nebraska | <input type="checkbox"/> Washington |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Nevada | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Florida | <input type="checkbox"/> New Hampshire | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> New Jersey | <input type="checkbox"/> Wyoming |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> New Mexico | |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> New York | |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> North Carolina | |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> North Dakota | |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> Ohio | |
| <input type="checkbox"/> Kansas | <input type="checkbox"/> Oklahoma | |
| <input type="checkbox"/> Kentucky | <input type="checkbox"/> Oregon | |
| <input type="checkbox"/> Louisiana | <input type="checkbox"/> Pennsylvania | |
| <input type="checkbox"/> Maine | <input type="checkbox"/> Rhode Island | |

All US Territories and Outlying Areas (Selecting this box is equal to checking all boxes below)

- | | |
|---|--|
| <input type="checkbox"/> American Samoa | <input type="checkbox"/> Northern Marina Islands |
| <input type="checkbox"/> Federated States of Micronesia | <input type="checkbox"/> Puerto Rico |
| <input type="checkbox"/> Guam | <input type="checkbox"/> U.S. Virgin Islands |
| <input type="checkbox"/> Midway Islands | |

◆ **Minority** **and Women**

Business Enterprise (MWBE) and (HUB) Participation

- It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.
 - **Minority / Women Business Enterprise**
 - Respondent Certifies that this firm is a M/WBE
 - **Historically Underutilized Business**
 - Respondent Certifies that this firm is a HUB

◆ **Residency**

- Responding Company's principal place of business is in the city of **Omaha**, State of **NE**

◆ **Felony Conviction Notice**

- Please Check Applicable Box;
 - A publically held corporation; therefore, this reporting requirement is not applicable.
 - Is not owned or operated by anyone who has been convicted of a felony.
 - Is owned or operated by the following individual(s) who has/have been convicted of a felony
- If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

◆ **Distribution Channel**

- Which best describes your company's position in the distribution channel:
 - Manufacturer Direct
 - Certified education/government reseller
 - Authorized Distributor
 - Manufacturer marketing through reseller
 - Value-added reseller
 - Other:

◆ **Processing Information**

- Provide company contact information for the following:
 - **Sales Reports / Accounts Payable**
 - Contact Person: Michelle Koebel
 - Title: Finance Manager
 - Company: Intrado Interactive Services Corporation
 - Address: 11808 Miracle Hill Drive
 - City: Omaha
 - State: NE
 - Zip: 68154
 - Phone: 402-716-2023
 - Email: mskoebel@intrado.com

- Purchase Orders

Contact Person: Sabrina Pierce

Title: Head of Accounts

Company: Intrado Interactive Services Corporation

Address: 1027 South Main Street, Suite 503

City: Joplin

State: MO

Zip: 64801

Phone: 1-888-527-5225 ext. 1224 Email: sapierce@intrado.com

- Sales and Marketing

Contact Person: Michael Goulet

Title: Vice President Sales

Company: Intrado Interactive Services Corporation

Address: 1027 South Main Street, Suite 503

City: Joplin

State: MO

Zip: 64801

Phone: 1-888-527-5225 ext. 1638 Email: mgoulet@intrado.com

- ◆ Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.

- If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

Yes No

- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

Yes No

- Vendor will provide additional discounts for purchase of a guaranteed quantity.

Yes No



TAB 4 – VENDOR PROFILE

RFP No. 14-21

Tab 4 – Vendor Profile

Please provide the following information about your company:

- ***Company's official registered name.***

Intrado Interactive Services Corporation.

- ***Brief history of your company, including the year it was established.***

The Intrado SchoolMessenger story begins back in 1984 with the first automated calling system for schools. Then, in 1999, the team from this earlier generation formed SchoolMessenger to create the next era of school communications technology. As former educators, the leadership at SchoolMessenger took their deep respect for the institution of education and built it into every product. Today, ***SchoolMessenger solutions have become the trusted platform for communication in more than half of all schools in the country.***

Over the years, as technology has continued to evolve, we have remained firm in our mission: ***To ensure educators are able to quickly and easily connect with their communities in any language and at any device.*** To continue meeting that goal, we've constantly innovated and grown. Our company has multiplied from a small group of entrepreneurs to a corporation – staffed by a team that remains highly committed to the success of K-12 schools and districts. And, our technology has evolved from that original concept to a patented, highly distributed architecture that's able to deliver extremely large volumes of notifications originating from many locations nearly instantaneously. We've also developed our full-service, custom mobile app platform exclusively for school districts. In 2015, we brought the SharpSchool website and content management system into the SchoolMessenger family, further delivering on our promise to be the trusted provider of comprehensive communication systems for K-12 institutions.

In 2014, SchoolMessenger became part of Intrado Corporation (formerly known as West Corporation), one of the world's largest communication companies. For more than 30 years, Intrado has provided reliable, high-quality voice and data services. Intrado serves clients in a variety of industries including telecommunications, public safety, technology, healthcare, financial services, and retail. Intrado operates worldwide, in the United States, Canada, and many other countries. And, Intrado manages more than 90% of the United States' emergency 911 systems, owns and operates approximately 750,000 telecom ports and provides tremendous scale, stability, and resources.



Intrado SchoolMessenger products run on *the world's largest K-12 communications network*. Thanks to patented technology and rock-solid infrastructure, those products successfully deliver more than one billion notifications per year and effortlessly handle the most complex voice, text, email, mobile app, social media, and website communications.

Intrado SchoolMessenger products and services are selected in rigorous reviews by some of the largest school districts and school boards across North America. For example:


- The award-winning notification service is trusted by more K-12 schools than any other;
- The most flexible website content management system in K-12 education, is relied upon by more than 13,000 schools and districts;
- Safe student email services, trusted to filter and monitor students' daily communications; and,
- Custom mobile apps, a key part of the communications efforts of over 1,000 top K-12 districts.

- ***Company's Dun & Bradstreet (D&B) number.***


Our DUNS number is 83-812-4923.

- ***Company's organizational chart of those individuals that would be involved in the contract.***

Developed over numerous implementations, the close working relationships between our account team will ensure a smooth deployment of any project. See the following page for an organizational chart of the account team assigned to your project.




Michael Goulet
Vice President of Sales




Sabrina Pierce
Head of Accounts




Tom Quinlivan
Operations Support
Services Supervisor



Amy Spence
Product Training
Manager and
Training Lead



Geo-dispersed team
of Account
Management and
Customer Care
Professional.



Brea Sisler
Senior Director
Operations



Geo-dispersed team
of Implementation
Coordinators and
Application
Specialists.



Geo-dispersed team
of Training Experts.



Geo-dispersed
Human Monitoring
Team

- **Corporate office location.**
- **List the number of sales and services offices for states being bid in solicitation.**

Intrado's SchoolMessenger team has three main office locations that serve our K-12 clients, as well as a corporate head office. Details follow:

| INTRADO SCHOOLMESSENGER OFFICES | |
|---|--|
| SALES & SUPPORT OFFICE | 1027 South Main Street, Suite 503 Joplin, MO 64801 |
| | 175 Bloor Street East, South Tower, Suite 900 Toronto, ON M4W 3R8 |
| CORPORATE AND ENTERPRISE SUPPORT OFFICE | 11808 Miracle Hills Drive Omaha, NE 68154 |

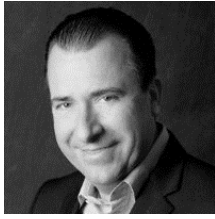
In addition, our sales, training, and customer support teams include a geo dispersed team to ensure that we can fully meet our customers' needs.

- **List the names of key contacts at each with title, address, phone and e-mail address.**

The two primary points of contact for this RFP will be Sabrina Pierce, Head of Accounts and Michael Goulet, Vice President of Sales. Full contact details follow:



Sabrina Pierce, Head of Accounts
Intrado Interactive Services Corporation
 1027 South Main Street, Suite 503
 Joplin, MO 64801
 Desk: 1-888-527-5225 ext. 1224
 Mobile: 1-417-2914-6780
 Email: sapierce@intrado.com



Michael Goulet, Vice President of Sales
Intrado Interactive Services Corporation
1027 South Main Street, Suite 503
Joplin, MO 64801
Desk: 1-888-527-5225 ext. 1638
Email: mgoulet@intrado.com

- ***Define your standard terms of payment.***

We can be flexible in working within payment term arrangements that work best for the participating school or district. Most commonly, the annual amount is invoiced at the start of each annual term with payment due net 30 of invoice.

- ***Who is your competition in the marketplace?***

The unique nature of student internet safety laws in the K-12 industry makes student email monitoring a niche market. Intrado SchoolMessenger and Gaggle are the two well-known players in this market. More broadly, student email filtering services are numerous, with a few K-12-specific firms such as Securly providing this functionality.

- ***What differentiates your company from competitors?***

With the options available to school districts for student email filtering, Intrado's SchoolMessenger SafeMail exclusively offers you the following:

- ***High quality referrals.*** Schools tell us that our flagged email referrals are more accurate than our competitors. SchoolMessenger SafeMail better helps identify potentially harmful situations from a broader base of filtered emails—thanks to our extensive filtering list of over 1,000 words and phrases—and our Human Monitors who examine flagged emails in context to prevent a high instance of false positives;
- ***Competitive price point.*** With professional setup, technical support, and extensive training included, SchoolMessenger SafeMail provides your participating schools and districts with a complete filtering and monitoring solution at an unbeatable price;
- ***Seamless G Suite/Office 365 Education integration.*** Leverage the power of the email platforms offered by Google and Microsoft with the peace of mind of filtering and monitoring through SchoolMessenger SafeMail; and,
- ***Diverse media filtering.*** SchoolMessenger SafeMail offers a wide selection of media filtering including videos!

And, best of all, when your districts and schools choose SchoolMessenger SafeMail, you benefit from our years of experience and market leadership in the K-12 communications market. Below are some distinguishing features:

- ***A passion for K-12 education.*** We work exclusively with the K-12 education market, so we have a unique understanding of the needs of educators and administrators. Unlike other providers who might serve various markets, you can depend on the Intrado SchoolMessenger team to understand your unique needs and support you all the way;
- ***Lessons learned through experience.*** We are a leading provider of communication solutions for the education market. Intrado SchoolMessenger solutions are counted on by thousands of school districts, colleges, private schools, and other institutions to keep parents, staff and students informed in both emergency and non-emergency situations. So, to ensure project success, we always operate under some “lessons learned” from 20 years of implementing communications solutions across North America; and,
- ***Award-winning support.*** 24/7/365 (North America-based) support is always on hand to help.

These are just some of the hundreds of ways we’ve taken our products and services and figured out how to do it better than any other provider.

- ***Describe how your company will market this contract if awarded.***

Through a collaborative partnership with NCPA, Intrado is committed to providing K-12 institutions with access to the nation’s premiere safe student email services. We look forward to working with the NCPA team to tailor our marketing efforts.

Our methods can include, but are not limited to:

- Email marketing
- Professional Development webinars
- NCPA / Intrado SchoolMessenger co-branded webinars
- Intrado SchoolMessenger customer webinars
- Events / tradeshow
- Personal outreach
- Newsletters
- Press releases
- Online advertising
- Social media
- Customer center communications

A sample marketing schedule is included on the following page. All events and dates are samples only and vary based on the project commencement date and verification of NCPA goals.

- **Describe how you intend to introduce NCPA to your company.**

As we have partnered with numerous consortia throughout the country, we already know that working with an organization such as Region 14 ESC and NCPA requires special consideration including the above-mentioned services and marketing initiatives. With over 100 SchoolMessenger SafeMail client districts, and over 63,000 schools and districts across all our SchoolMessenger products, we are extremely familiar with the rigors of providing communications solutions that meet the unique needs of educators. With our consortium experience, in-house legal counsel, seasoned sales team, extensive in-house training programs for sales initiatives, and the implementation and support teams that have made us a household name in K-12 communication solutions, Intrado is well-prepared to partner with Region 14 ESC and NCPA for student email filtering and monitoring solutions.

- **Describe your firm’s capabilities and functionality of your on-line catalog / ordering website.**

Intrado has extended best-in-nation pricing.

- Unlimited service included;
- Professional setup and data integration included;
- Technical support included; and,
- Extensive training included.

For quotes, please contact Michael Goulet, Vice President of Sales or Sabrina Pierce, Head of Accounts via sales@schoolmessenger.com and a custom quote will be provided tailored to each customers unique needs.

- **Describe your company’s Customer Service Department (hours of operation, number of service centers, etc.)**

Unlike some solutions, our products and services come with **truly unlimited, 24 / 7 / 365 support – at no extra charge**. There’s no limit on the number of support cases you can submit and no cost for “premium” support. In addition, we never place restrictions on the number of people in your organization who can contact our support team. Any teacher, administrator, or support staff can contact us anytime with questions on any type of issue.

Support services are available through a toll-free 800 number, e-mail, live chat, and web-form for all users for all issue types **at no additional cost**.

Additionally, all Customer Service is:



-
- Supplied by the Intrado Customer Service Team (never subcontracted or outsourced);
 - North American based; and,
 - Designed for the unique needs of educators.

And, with SchoolMessenger SafeMail, your participating schools and district benefits from 24/7/365 human monitoring of student emails, placing the burden on reviewing student emails in the hands of our trained experts.

- ***Green Initiatives***
- ***As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.***

We understand your organization's commitment to empowering recycling and green initiatives. We share your values and commitment to sustainability.

At Intrado, we strive to practice responsible environmental stewardship and are committed to continually improving our business strategy and operating methods to reflect this.

INTRADO GREEN FOCUS

Intrado has implemented several environment programs, practices, and initiatives within each of the regions where we do business. These initiatives encompass, but are not limited to:

- Sourcing local suppliers (whenever possible);
- Office recycling programs (such as those for printer ink, aluminum, paper, and cardboard);
- Ride share and encouraging use of public transportation;
- Use of green products in offices;
- Reducing energy consumption (including policies on electrical usage such as monitor standby, after-hours, etc.); and,
- Intrado has also "virtualized" our servers and reduced our hardware footprint and power consumption.
- Furthermore, Intrado continues to expand our green programs worldwide. Current activities for internal promotion of higher standards are enforced at departmental levels or specific locations. This includes:

-
- Intrado applies standards of IT management, facilities management, and general business practices designed to eliminate excess use of resources;
 - Intrado strives for "paperless" processes by using and further developing network systems for record-keeping and connectivity between groups;
 - Sales and Marketing teams practice teleworking. Home offices are supported for employees distant from Intrado locations, and teleworking is encouraged in times of inclement weather and to help teams achieve better work-life balance in their lives; and,
 - Training is 90% remote, conducted through web, video, and audio conferencing.

SELF-MOTIVATED STAFF PURSUING GREEN INITIATIVES

Intrado local offices proactively work to ensure we are operating in a green manner. Our offices follow the ISO 14001 guidelines:

- Monitoring environmental legislation (for any changes/updates);
- Recycling processes;
- Indicator updates;
- Tracking of energy consumption;
- Tracking of waste consumption; and,
- Tracking of paper consumption.

Additional supporting documents can easily be provided upon request.

- ***Vendor Certifications (if applicable)***
- ***Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.***

Intrado holds numerous licenses, registrations, and certifications and is authorized to do business in every state, district, and territory. Individual state licenses can be provided upon demand.



**TAB 5 – PRODUCTS
AND SERVICES /
SCOPE**

RFP No. 14-21

Tab 5 – Products and Services / Scope

Solution Overview: SchoolMessenger SafeMail

There is no question that your students’ safety and security is your highest priority. Equally important is the constant need to ensure that your District remains compliant with student internet safety laws. To meet these challenges, we launched SchoolMessenger SafeMail, which combines advanced filtering with our Human Monitoring System (HMS).



Increasingly, districts now use G Suite for Education or Microsoft Office 365 Education for student email and document collaboration. However, these solutions may not always be compliant with federal laws that require internet protection for students, most notably the Children’s Internet Protection Act (CIPA) and Children’s Online Privacy Protection Act (COPPA). To bridge this gap, SchoolMessenger SafeMail seamlessly integrates with the G Suite and/or Microsoft Office 365 Education platforms to provide advanced filtering that helps keep students protected and schools legally compliant.

In addition, to provide schools with further security and peace of mind, SchoolMessenger comes with a Human Monitoring System (HMS), whereby flagged emails and files are reviewed by our Human Monitoring team who notifies emergency contacts if anything of concern is found.

In adopting this approach, SchoolMessenger SafeMail applies multiple layers of protection to help K-12 schools address these advanced threats and keep students safe.

| SERVICES | G SUITE FOR EDUCATION / OFFICE 365 | REQUIRED BY LAW FOR STUDENT USE | G SUITE, OFFICE 365 + SAFEMAIL’S CIPA FILTERS |
|---|------------------------------------|---------------------------------|---|
| Use of G Suite or Office 365 Platform | ✓ | | ✓ |
| Profanity and Keyword Filtering | ✓ | ✓ | ✓ |
| Image/Attachment Scanning for Pornographic Content | | ✓ | ✓ |
| Student Internet Safety Course/Digital Citizenship Training Resources | | ✓ | ✓ |

| SERVICES | G SUITE FOR EDUCATION / OFFICE 365 | REQUIRED BY LAW FOR STUDENT USE | G SUITE, OFFICE 365 + SAFEMAIL'S CIPA FILTERS |
|---|------------------------------------|-------------------------------------|---|
| Preconfigured Walled Gardens to Restrict Who Students Can Email | | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| Human Monitoring System for Added Security | | | <input checked="" type="checkbox"/> |

Solution Highlights include:

PROTECTING STUDENTS FROM PORNOGRAPHY

- ✓ **Do what traditional school internet filters can't do (and what G Suite and Office 365 won't)** – G Suite and Office 365 don't filter for pornography, and traditional school internet filters can't scan images within emails, attachments, documents edits, calendars, and other types of communications – SchoolMessenger SafeMail is built to address these gaps in protection;
- ✓ **Shut down sharing of inappropriate files between students** – Limiting student email to the school domain may keep students from receiving obscene content from outside sources, but it won't keep students from sharing porn amongst themselves via tools like Google Drive and OneDrive – SchoolMessenger SafeMail finds and intercepts these kinds of communications; and,
- ✓ **Filter a broader range of content** – SchoolMessenger SafeMail goes beyond mere email or web filtering to flag inappropriate text, images, and video content within a wide spectrum of communications tools within G Suite and Office 365, including chat – it also scans images, attachments, and video content across a wide range of file formats.

AUTOMATIC FILTERING AND HUMAN MONITORING FOR ADDED SAFETY

- ✓ **Proactive tracking and automatic flagging of inappropriate text-based content** – SchoolMessenger SafeMail's filters examine emails, chat messages, document edits and comments, uploaded files, calendar items, and more against an in-depth database of predefined keywords and phrases in English, French, and Spanish, working proactively to flag content with alarming words and phrases ("kill," "rape," profanity, etc.);
- ✓ **Advanced tracking for inappropriate image and video content** – Emails with attachments and files are run through SchoolMessenger SafeMail's Pornographic Image and Video Filter where suspicious content is automatically flagged;
- ✓ **Human review of flagged content by our Human Monitoring System team** – Content flagged by the SchoolMessenger SafeMail system is forwarded onto the highly-trained members of our HMS team, who notify emergency contacts immediately if anything of concern is found; and,

- ✓ **Stay ahead of issues** – Proactively deal with potential threats to school and student safety or behavioral issues with the help of SchoolMessenger SafeMail’s automatic filtering and human review of content.

FEATURES TO HELP KEEP STUDENTS PROTECTED

- ✓ **Walled Garden Filter for advanced control over student email** – Limit emailing to within the school domain for students and reject all emails sent to external sources – or configure so students can send or receive emails from sources on a predefined safe list, preventing them from sending personal information to outsiders while using school-provided educational tools and protecting them when accessing email outside of school; and,
- ✓ **Meet legal requirements for data retention with archiving configuration services** – Our team consults, determines, and configures archiving of both incoming and outgoing email to ensure each school’s unique legal retention compliance requirements are met.

Tested, Trusted, and Reliable Technology

Intrado SchoolMessenger products run on the **world’s largest K-12 communications network**. Many of the nation’s most demanding school districts – as well as three branches of the U.S. military, numerous first responders, and leading colleges and universities – trust their important communications to Intrado SchoolMessenger products.

Intrado SchoolMessenger products are also recognized by **leading edtech organizations and industry publications**.



In addition, we were **an early signatory of the Student Privacy Pledge**, which was created by The Future of Privacy Forum (FPF) and the Software and Information Industry Association (SIIA) to encourage school service providers to affirm that K-12 student information is kept private and secure. We adhere to the Pledge’s twelve stringent standards as part of a complete commitment to protecting student data.



SUPPORT THAT EXCEEDS EXPECTATIONS

Unlike other school communications products, Intrado SchoolMessenger solutions come with **truly unlimited, 24/7/365 support – at no extra charge**. There’s no limit on the number of support cases you can submit and no cost for “premium” support. Plus, we never place restrictions on the number of people in your school or district who can contact our support team. Any teacher, administrator, or support staffer who has been trained on the system can contact us anytime with questions on any type of issue.

What's more, we realize that switching communications providers can pose a challenge. That's why we make the process as painless as possible with **free implementation support**. Our team will help you get up to speed on your email system quickly, configuring the platform to meet your specific needs. And, whether you call our toll-free 800 number, submit a support ticket via email, live chat, or contact us via web form, you'll discover the difference that world-class service can make.

TOP NOTCH TRAINING

We offer a range of **customizable training options** to get your users confident and ready to use our system to its fullest potential. Let our experienced trainers help ensure your users are trained effectively on the system. Additionally, the learning resources available through our *Resource Central* offer product news, tips and tricks, training modules and more.

ABOUT THIS PROPOSAL

We're confident that this project proposal demonstrates the capabilities of our communications solution and a commitment to excellence that will help ensure the success of your participating districts. We look forward to working with the participating schools and districts within Region 14 ESC and NCPA on this important and visible project.

Response to Scope of Work

Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.

Yes. As summarized above, SchoolMessenger SafeMail is a unified service offering that encompasses the product, configuration, implementation, and training, all tailored to the unique needs of each customer.

The following is a list of suggested (but not limited to) Safe E-mail and Storage Accounts categories. List all categories along with manufacturer that you are responding with:

Intrado has reviewed your list of suggested services and has limited the scope of our response to the Safety Management Services for Google and/or Microsoft Office 365.

Over the following pages, every effort has been made to respond clearly and concisely to the requirements of this RFP. If there are questions, we are happy to answer them. We also welcome the opportunity to demonstrate why SchoolMessenger is the nation's choice for dependable, feature rich, easy to use communication solutions backed by the best support. For more information on our products, please visit our website at www.schoolmessenger.com.

Safety Management Services for Google and/or Microsoft 365

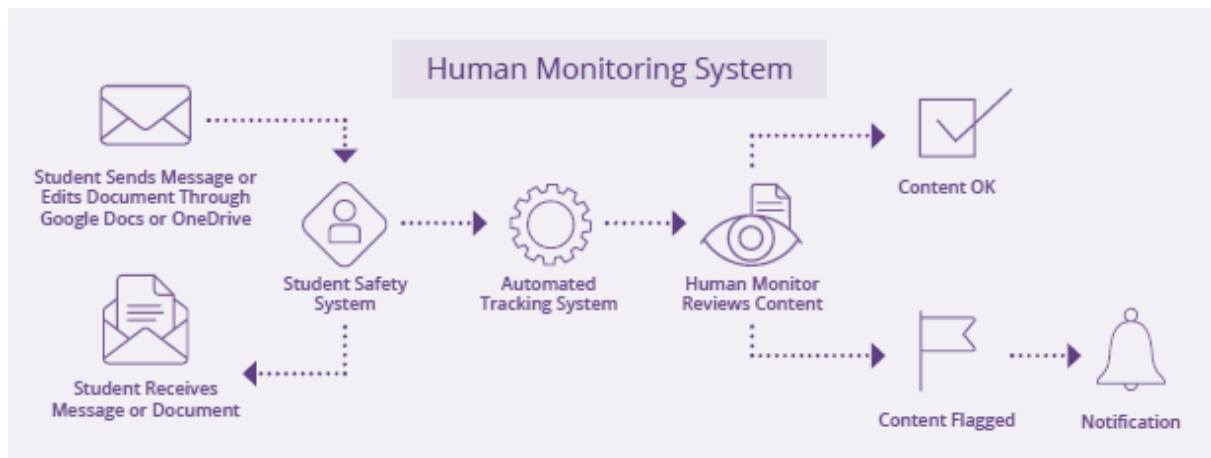
Anti-Pornography Scanner

Yes. The system's image filtering scans emails for content that is obscene, pornographic, sexually explicit, or harmful to minors. While many other services only filter text, SchoolMessenger's advanced system also flags inappropriate images (e.g., BMP, JPG, TIF, PNG, GIF, WBMP, TGA, and PCX formats), internal and external attachments (e.g., ZIP, DOCX, XLSX, and PPTX), and video content (e.g. AVI, WMV, 3GP, 3GPP, MOV, MPG, and MP4).

Image filtering also covers embedded and attached images, Google Drive/OneDrive documents, attached Microsoft Office, PDF, or video files. Images on linked websites are not filtered. Any item that is flagged is immediately sent to our HMS team for individual review. Any messages that contain harmful material are then sent along to your District for appropriate action.

Analyzed and Reviewed Content

Yes. Our Human Monitoring System (HMS) is designed to rapidly review flagged communications and act on content that requires follow up. Content that has been flagged is automatically routed to our dedicated team of monitors, who evaluate the content for potentially harmful behavior or situations. The Human Monitoring team forwards content that has been flagged and evaluated as a potential threat system administrator to be addressed by the District.

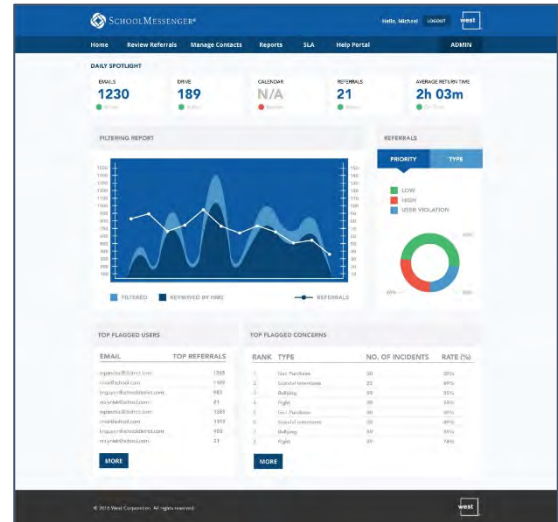


The service combines sophisticated content filters with a resolute team of Human Monitoring specialists to review student communication and flag issues of concern including bullying, threats, and inappropriate communications. After sent and received emails go through Microsoft's virus and spam filtering system, they are passed through SchoolMessenger's filters. These filters scan incoming and outgoing emails against an in-depth database of almost 1,000 predefined keywords and phrases, working proactively to identify profanity, verbal abuse, and potential harassment. In addition to emails, Yammer, student calendars, and attachments (including Google Drive/OneDrive documents, Microsoft Office documents, PDFs, and .txt files) are filtered. Image filtering covers embedded and attached images, Google Drive/OneDrive documents, attached Microsoft Office, PDF, or video files.

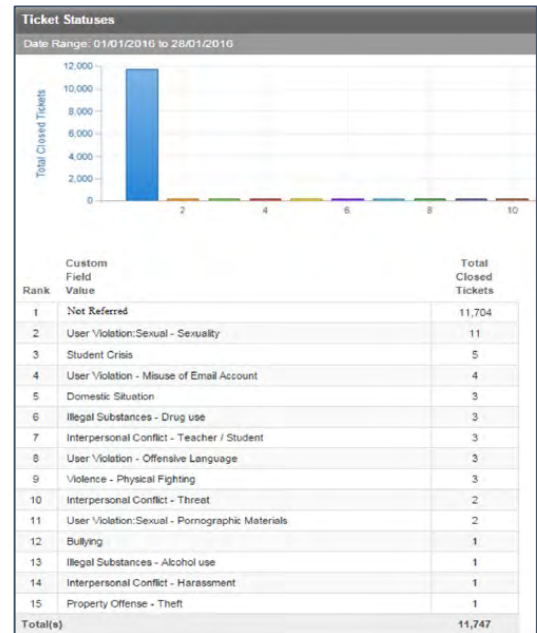
To ensure that critical issues, like self-harm, threats, and violence, are addressed immediately, SchoolMessenger monitors student email 24 hours a day 7 days a week. If a critical issue has been found, we will contact your primary and/or emergency contacts without delay so that you are able to address and resolve any such issues as soon as possible, and to the extent possible, in advance of further harm to your students. Our dedicated Human Monitoring System (HMS) specialists provide coverage 24 hours a day, 7 days a week, excluding the following: December 24 at 5 PM (Eastern Time Zone) to December 26 at 8 AM (Eastern Time Zone). They review any flagged content and direct relevant information to your District.

Online Dashboard and Interface to view/track trends in student behavior

Yes. Every customer has access to our web-based reporting feature that details the number and categories of reported incidents. Dubbed the “Daily Spotlight,” this feature includes six core reports, all of which can be customized to deliver targeted information. Key information captured includes reports summarizing the nature of content flagged and reviewed, average review time, top referred users, and referred issues of concern.



In addition to the dashboard and detailed reporting described above, each month you will receive an email summary of the emails and content that have been flagged and reviewed over the course of the previous month. The emails will be broken down to show how many emails have been flagged and how many emails have been referred to the District. For cases that have been referred to the District, you will also be able to see how many referrals were part of each issue category.



Every customer has access to our web-based reporting feature that details the number and categories of reported incidents. Dubbed the “Daily Spotlight,” this feature includes six core reports, all of which can be customized to deliver targeted information. Key information captured includes reports summarizing the nature of content flagged and reviewed, average review time, top referred users, and referred issues of concern.

Safety Services available for Google Email, Drive, and Hangouts Chat

Safety Services available for Microsoft Office 365 Email, OneDrive, Yammer, and Teams

SchoolMessenger SafeMail builds its CIPA-compliant filters and HMS services on top of G Suite for Education and Office 365 for Education. This also includes Yammer (O365), student calendars, and attachments (including Google Drive/OneDrive documents, Microsoft Office documents, PDFs, and .txt files). Image filtering covers embedded and attached images, Drive/OneDrive documents, attached Microsoft Office, PDF, or video files.

U.S. based, specially trained representatives that review all suspicious content 24x7x365

In addition to the account team described [Tab 4 – Vendor Profile](#) (page 17), our dedicated, qualified team of Human Monitoring Specialists work diligently to ensure that your students are not exposed to harmful content or involved in dangerous situations.

All data stored in the United States

Yes. All data is stored in the United States.





TAB 8 – VALUE ADDED PRODUCTS AND SERVICES

RFP No. 14-21

Tab 8 – Value Added Products and Services

Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

Intrado SchoolMessenger solutions are the **trusted platform for school community engagement**. In addition to the safe email solutions proposed here, we provide a wide range of K-12 communication solutions and ‘value adds,’ all of which are designed to easily integrate with each other – so even though our products are powerful on their own, they’re even better together:

| INTRADO SCHOOLMESSENGER PRODUCTS AND SERVICES | |
|---|---|
| <p>SchoolMessenger Communicate</p>  | <ul style="list-style-type: none"> • Most used product for notification services in North America K-12 school districts. • Rock solid infrastructure, massive capacity, and award-winning customer service. • Fully hosted solution. • See SchoolMessenger Communicate (page 53) for additional supporting details. |
| <p>SchoolMessenger SecureFile Module</p>  | <p>Add-on to SchoolMessenger Communicate</p> <ul style="list-style-type: none"> • Send virtually any document or file securely. • Report cards, test scores, payment slips, and more can be safely delivered, while reducing printing costs. • Reporting and tracking make document management a breeze. • See SchoolMessenger SecureFile (page 57) for additional supporting details. |

INTRADO SCHOOLMESSENGER PRODUCTS AND SERVICES

SchoolMessenger SafeArrival Module



Add-on to SchoolMessenger Communicate.

- Two-way student absence reporting through phone, mobile, and web interfaces.
- Simplify attendance management by arming parents with the means to provide advanced notification of absences.
- Save valuable time and money associated with tracking student absences.
- Account for all absences within minutes after class starts.
- See [SchoolMessenger SafeArrival](#) (page 59) for additional supporting details.

SchoolMessenger Premium Community Engagement Module



Add-on to SchoolMessenger Communicate

- Create beautiful, highly designed email newsletters with the new premium email builder.
- Gather feedback and get your community involved with powerful new forms and web survey tools.
- Say more with extended SMS text messaging.
- Stay connected with new appointment logic that lets you confirm parent/teacher conferences and other important meetings.
- See [SchoolMessenger Premium Community Engagement Module](#) (page 61) for additional supporting details.

SchoolMessenger Presence



- Leading integrated website / CMS service built to work in harmony with your other communications channels.
- Serves more than 13,000 schools, districts, and education organizations across North America.
- Template, Custom Design, and Premium Custom Design Options.
- See [SchoolMessenger Presence](#) (page 63) and [SchoolMessenger Project Types and Design Options](#) (page 65) for additional supporting details.

INTRADO SCHOOLMESSENGER PRODUCTS AND SERVICES

SchoolMessenger CustomApp



- Delivers key district and school content to students, staff, and the community on the go.
- Truly custom app that integrates all communications – from the website, notification service, and other sources.
- Trusted by more than 1,000 school districts.
- See [SchoolMessenger CustomApp](#) (page 73) for additional supporting details.

SchoolMessenger K12 Social



- Complete social media solution.
- Publish across social networks, listen to conversations, and analyze performance all from a single platform.
- Improve parent and community engagement.
- See [SchoolMessenger K-12 Social](#) (page 75) for additional supporting details.

Intrado Safety Shield



- Unmatched suite of cloud-based tools to help enhance school safety and improve emergency response capabilities.
- Includes app-based panic buttons, first responder collaboration, emergency response planning, and reunification solutions.
- Provides a comprehensive crisis prevention and response offering.
- See [Intrado Safety Shield](#) (page 77) for additional supporting details.

Intrado Revolution



- Unify your disparate safety and communication solutions into a single hub;
- Trigger lockdowns, automate bell schedules, send intruder alerts, and much more;
- Save valuable time and money by automating time consuming processes.
- See attachment [Intrado Revolution](#) (page 81) for additional details.

INTRADO SCHOOLMESSENGER PRODUCTS AND SERVICES

Permission Click



- Comprehensive solution for streamlining K-12 digital workflows.
- Create digitize forms and approval workflows.
- Rich tools to send forms centrally or make centralized templates.
- Seamless integration with schools and district's existing directory and SIS and much more.
- See attachment [Permission Click](#) (page 85) for additional details.

To ensure that your participating members get the most out of their communication investment, we've extended discounted pricing for all of these products and services. Please see "Intrado's Response to RFP No. 14-21_Pricing Proposal" (provided under separate cover) for full details.



SCHOOL NOTIFICATION

Intrado SchoolMessenger Communicate: Trusted By the Most K-12 Schools

Discover the reliability and technology counted on by tens of thousands of schools. From emergency communication capabilities that are ready for any crisis to best-in-class tools for parent, community, and classroom engagement, SchoolMessenger Communicate is the unrivaled notification solution for K-12 schools and districts.

But don't take our word for it. Ask the leaders of schools across North America that make SchoolMessenger Communicate the most trusted notification product in K-12 education. SchoolMessenger Communicate consistently outscores others in rigorous evaluations by the most demanding districts. And Communicate is shown to positively impact academic achievement, increase parent involvement, reduce absenteeism and dropouts, and save staff time.

Simply put, Communicate delivers in the most critical situations, and that's why K-12 administrators rely on our notification system more than any other. Learn more about the unsurpassed reliability, performance, and feature set that sets SchoolMessenger Communicate apart.

Unmatched Reliability & Performance

When severe weather hits your community, an emergency situation triggers a lockdown, or there's an unexpected school closure, your notification system must be ready to alert parents. SchoolMessenger Communicate is designed to handle time-sensitive situations just like these, offering unequalled capacity, infrastructure, and speed.

We've built the largest communications network in K-12 education, along with the most full-featured messaging product for schools, so you can communicate with parents and community members quickly. Successfully send any volume of messages via voice, text, email, social media, desktop pop-up, or website posting, even on a moment's notice.

SchoolMessenger Communicate delivers millions of messages at once and more than a billion messages per year, with high speed and precise accuracy – including during peak times. That's why we're used by the largest school districts, three branches of the military, and numerous first responders. Other systems simply can't match our dependability.

For a notification system you can count on in critical situations, choose SchoolMessenger Communicate.



Deepest K-12 Feature Set

Compare SchoolMessenger Communicate side-by-side to any other notification product in the industry and you'll see why K-12 leaders choose Communicate more than any other.

Integration and automation with more than 130 data sources. Communicate is the recognized leader in K-12 data integration. We offer powerful integration capabilities with popular software programs like PowerSchool, Skyward, TylerSIS, and many others. Hands-free updating of contact information happens automatically and securely via a variety of methods, and contact lists update as changes are made in the student information system. Save time and ensure that every message is on target.

Easy cross-platform communication. Send notifications from Communicate and automatically update your website and mobile app. Keep all of your communications portals up-to-date with minimal time and effort.

Instant translation to more than 50 languages. Simply type your message in English and have it automatically delivered to each recipient in his or her preferred language. And our innovative quality-assurance tool helps you avoid the downsides of online translation tools and fine tunes your translation content.

Classroom messaging. Communicate addresses the pitfalls of group texting solutions by offering central office visibility into, and granular control over, classroom communications. Empower teachers and other frontline staff to communicate on student- or parent-specific issues, in a broad range of languages, while controlling message frequency and content.

Complex scenario handling. Control how messages are delivered based on the notification type (e.g. early morning closures calling home phones versus afternoon dismissals calling mobile and work phones). Set district-wide defaults and even configure individual rules to handle student-specific scenarios.

Powerful yet simple interface. Staff of all skill levels find Communicate to be amazingly easy to learn and use. "It just works" is one of the most frequent comments we hear from satisfied customers.

Powerful reporting. Select from dozens of standard reports or build your own. Save and schedule reports to automate processes such as "bad number" clean up. Monitor system activity in real time.

Facebook and Twitter integration. Our innovative social publishing capabilities allow you to post text and audio to multiple Facebook and Twitter profiles at once.

Interactive notification features. Capture voice responses. Send surveys through phone and web with an unlimited number of questions.

Access anywhere. Use our secure message broadcasting apps on your iPhone or Android device to quickly contact parents, even when you're away from the office. And ask about the SchoolMessenger app, which allows parents to review all school messages in one place.

Flexible management tools. Streamline deployment and support, even for districts with hundreds of schools and thousands of users. Authenticate against LDAP-aware data sources. Securely publish list definitions and messages between users.

Safely email important documents to parents. With SchoolMessenger SecureFile, our electronic file delivery application, you can safely and securely send home everything from everyday school flyers to sensitive documents like report cards and progress results. Save huge amounts of money on printing and mailing and countless hours of staff time. (SecureFile is an optional, fully integrated add-on to Communicate.)

Schedule an Intrado SchoolMessenger Communicate Demo Today

For more information, call **1-888-527-5225** or email **sales@schoolmessenger.com**.





SCHOOL NOTIFICATION

SchoolMessenger Mobile App

Bringing Together Teacher Messaging & Notifications

Give Parents One Powerful App for All of Their School Communications

When it comes to parent engagement, one of the biggest challenges schools face is avoiding message fatigue. That's because there are so many communications tools available, and often, different tools are being used by teachers, schools, and districts.

Teachers encourage parents to keep up with classroom details by downloading group texting apps. School leaders push notification system apps so parents can keep up with school and district notifications. Add more educational technology apps with their own alerts to the mix, and soon busy parents are drowning in downloads – and at risk of tuning out important information.

The new SchoolMessenger app was built to address this challenge. The SchoolMessenger app – available for free as a mobile app for Apple and Android devices and as a web-based application – brings together rich teacher and classroom messaging technology with school- and district-level notifications.

This provides parents with a single app for all of their school communications, and gives school leaders more visibility into, and control over, school- and district-wide messaging. Learn more about how the SchoolMessenger app can improve parent engagement in your school community.

Powerful Tools to Keep Parents Connected

With the SchoolMessenger app, parents can engage in **two-way conversations**, with both individuals (i.e., teachers) and groups (i.e. classes, sports teams, PTO groups, etc.). Besides text messages, parents can exchange files, images, and videos with teachers.

What's more, parents can easily review all notifications related to their children's schools, as well as all district-level notifications and other messages, in one simple,

scrollable, "stream" view – just as they would on any other popular app or social media site.

With the SchoolMessenger app, there's no need for parents to switch between multiple communications apps to stay connected to their children's education.



View private messages, classroom group texts, and school notifications in one simple, streamlined view inside the SchoolMessenger app.

Tools for Teachers, Too

The known and trusted SchoolMessenger brand has stood the test of time; since 1999, SchoolMessenger products have been powering the communications of K-12 schools across North America. Unlike classroom apps from startup companies that may be here today and gone tomorrow, SchoolMessenger products are here to stay – and they're loved by parents. That gives teachers a great reason to switch from other group texting apps and adopt a single SchoolMessenger app.

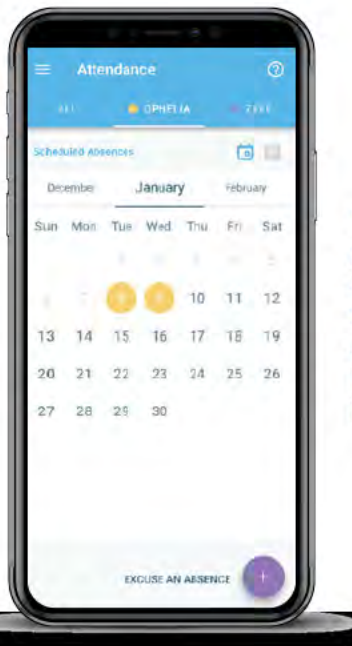
Teachers can easily send home classroom assignments, permission slips, and other files through the

SchoolMessenger app. Using one-to-one messaging, teachers and parents can privately and securely discuss individual students. And through group chats, teachers can start discussions around classroom events, topics students are learning about, and more.

Do More with Advanced Modules

Although the free SchoolMessenger app is powerful on its own, schools and districts can choose advanced add-on modules that make life easier for both parents and school administrators alike.

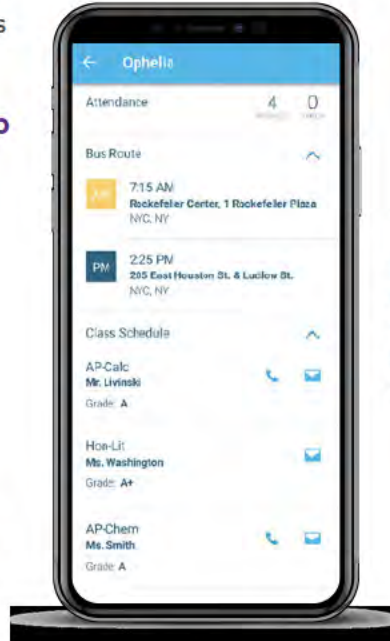
Extend the Value of the SchoolMessenger App with SafeArrival and Plus



With **SafeArrival**, parents can excuse an absence from within the SchoolMessenger app, by calling a toll-free phone line, or using the web interface.

The **SafeArrival** module offers parents two powerful ways to communicate with schools about a child's

attendance: notify the school in advance about an upcoming absence or rapidly respond to excuse an absence after-the-fact. In addition, SafeArrival automates the process of following up on student absences, making manual tasks like calling parents to gather excuses a thing of the past. This allows school staff to zero in on true unexcused absences and helps ensure that students are safe.



The **Plus** module makes it easy for parents to view individual student data and receive grade threshold alerts from the SchoolMessenger app.

The **Plus** module offers parents the ability to view detailed student data such as grades, lunch balances, and absences from within the SchoolMessenger app, as well as receive grade threshold alerts. Thanks to Plus's ability to pull in data from multiple school software programs, parents don't need to download multiple apps (SIS, lunch program, etc.) to view essential student information – and districts don't need to support and promote multiple apps.

Schedule a Demo Today

For more information on the free SchoolMessenger app for SchoolMessenger Communicate or the SafeArrival and Plus add-on modules, call 1-888-527-5225 or email sales@schoolmessenger.com.





SECURE DOCUMENT DELIVERY

SchoolMessenger SecureFile: Safely Deliver Important Files Electronically

School flyers, report cards, student schedules, and other documents consume large amounts of money and staff time. Add up what you spend on paper, printing, and mailing costs, and the total likely comes to several dollars per student per year. Plus, the hours your staff spends on document production and delivery could number in the hundreds or even thousands.

What's more, with student data privacy concerns at an all-time high, you need a method of distribution that's both cost-effective and secure – especially when it comes to documents that contain personal data like grades or test scores.

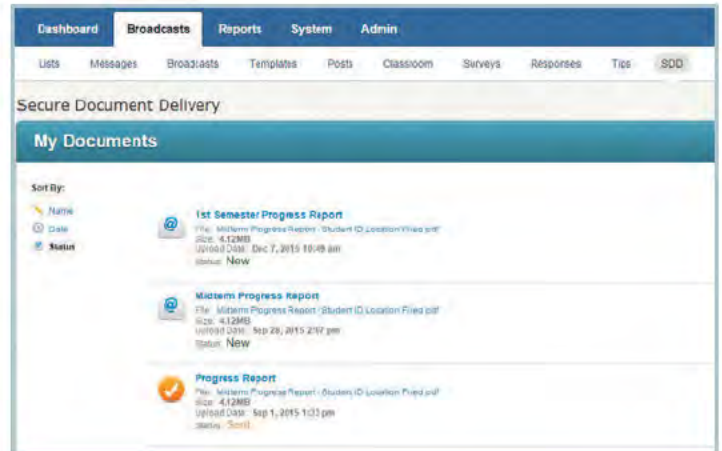
SchoolMessenger SecureFile, our electronic file delivery product, is the solution to these problems. Beyond providing significant financial and time savings, SchoolMessenger SecureFile adds layers of security, reporting, and systems integration that no other form of distribution can match.

Whether you need a way to simply send routine parent handouts or safely distribute sensitive documents like progress reports or payment slips, SchoolMessenger SecureFile can handle it. Learn more about how adopting SchoolMessenger SecureFile can deliver significant benefits to your school or district.

Easy-to-Use Technology

SchoolMessenger SecureFile is a fully-integrated add-on to our SchoolMessenger Communicate notification system. This allows you to send files from the same simple, easy-to-use interface that you use to send messages to parents, minimizing your learning curve and saving you time.

Additionally, SecureFile works with any PDF file from any source system, including files generated by student information systems, payment systems, and other types of school software programs. Just upload a file, select from a few options, and you're ready to send your document to parents via email.



Even a 1,000-plus page report card export from your student information system is easily handled. SecureFile uses proprietary algorithms to locate student-specific identifiers in each page of the report card file, and then automatically splits the file into student-specific segments. Once a document is uploaded, it takes just a few clicks to send report cards to all parents – safely, quickly, and accurately. Save time and effort with SchoolMessenger SecureFile.

Uncompromising Security

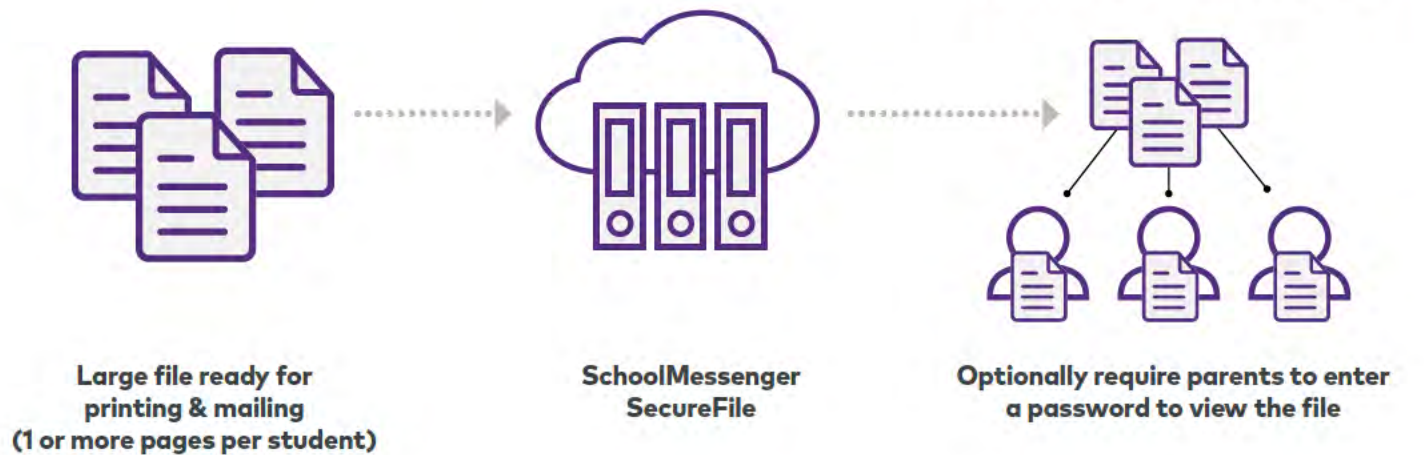


SchoolMessenger solutions are recognized for using the most robust systems to protect student information – and as an

early signatory of the Student Privacy Pledge, we take our commitment to data security very seriously.

That's why SchoolMessenger SecureFile uses 256-bit SSL encryption at each step in the process – from initial file upload to ultimate viewing by parents. The system also employs forced HTTPS to ensure that files are served and downloaded over secure connections. And optional password protection ensures that files are being downloaded by the right people.

SchoolMessenger SecureFile: How it Works



Robust Reporting and Analytics

Neither using students as couriers nor sending documents through the mail are guaranteed ways to get sensitive documents home to parents. Thanks to SecureFile, you no longer have to wonder whether a document made it home.

The SecureFile add-on offers full reporting capabilities so you'll know not only whether an individual has received your files, but also if they've viewed or downloaded the files you sent them. With these tools, you'll have a tangible way to measure parent engagement and the ability to follow up with unresponsive individuals.

Tested and Proven

SchoolMessenger SecureFile is already delivering value to schools and districts across North America, helping them go green and be resource efficient.

The School District of Haverford Township in Pennsylvania is a good example. In their first six months

of using SecureFile, the district sent 29,000 student documents to parents – an average of five documents per student.

By the estimate of the district's technology director, SecureFile is saving the district more than \$22,000 per school year – an amazing \$3.93 per student – thanks to the paper, printing, and mailing costs that are a thing of the past.

The district is also pleased by how SecureFile helps save significant amounts of staff time. By replacing bulk mailings, staff members have moved on to higher priorities, instead of wasting time on printing documents and stuffing envelopes.

Schedule a Demo Today

For more information or a demonstration of SchoolMessenger SecureFile, call 1-888-527-5225 or email sales@schoolmessenger.com.





ATTENDANCE TRACKING

SchoolMessenger SafeArrival

Fully Mobile, Two-Way Student Absence Reporting

Simplify Attendance Management, Save Time and Money

Intrado SafeArrival is the student absence tracking tool built to help schools save time and money on attendance reporting and follow-up while enhancing student safety.

The majority of schools using SafeArrival have reported **savings of 30 to 90 minutes per day**. That's valuable time your staff could be spending on more important tasks.

How does SafeArrival deliver such significant savings? By putting powerful attendance management tools in the hands of parents.

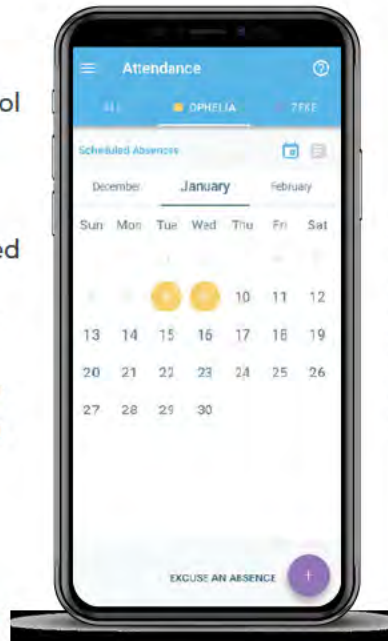
How It Works

When schools enable the SafeArrival add-on to the SchoolMessenger notification service and parent app, parents have two powerful ways to communicate with schools about a child's attendance. Parents can either notify the school in advance about an upcoming absence or rapidly respond to excuse an absence after the fact.

In both scenarios, parents can send attendance alerts to schools for all of their children and provide a reason for each absence. Thanks to SafeArrival, parents don't have to call multiple schools about absences or fill in paper-based attendance slips that are easily overlooked or lost – they can do it all in one simple communication.

Easy-To-Use Mobile, Voice, & Web Tools

Conveniently, parents can securely excuse absences with just a few taps inside the SchoolMessenger app or the web-based SchoolMessenger interface. In addition, if the app or the web application aren't convenient, parents can also call a toll-free phone line to report



With SafeArrival, parents can easily schedule an excused absence from within the SchoolMessenger app (shown), by calling a toll-free phone line, or by using the web-based application.

absences and respond to absence notifications by phone. This makes SafeArrival accessible to all parents.

A Huge Time Saver for Schools

As soon as roll call has been completed and absent students are entered into the student information system, SafeArrival looks at all absences and reconciles them against the parent-reported absences. This allows school staff to easily identify students who are unaccounted for, freeing up time to personally attend to those potentially serious cases.

SafeArrival also makes life easy for school staff by automatically notifying parents of unexplained absent students by telephone, email, text, and mobile app push notification. And as excuses for these unexplained absences come in from parents, SafeArrival makes it easier to update the SIS, which further eases the burden on staff.

With SafeArrival, exhausting tasks like listening to absence voicemails, combing through various attendance notes and parent emails, or manually calling parents to find out if their child is legitimately absent are simplified.

What's more, if parents choose to call in their absence report, the system takes the call using a dedicated toll-free number for your district, freeing up your phone lines for staff needing to make outgoing calls. No more busy signals.

With SafeArrival, Excusing An Absence is as Easy as 1-2-3

Thanks to SafeArrival's easy-to-use tools, every parent has the ability to excuse an absence quickly and with minimal effort. To excuse an absence in advance, parents simply need to:

1. Identify which child or children will be absent,
2. Select the date(s) and time(s) of the absence, and
3. Provide a reason from a pre-determined list of choices.

All of these steps can be taken care of with just a few taps inside the SchoolMessenger app (shown at right), by calling a toll-free phone line, or by using the web-based interface.

Enhance Student Safety

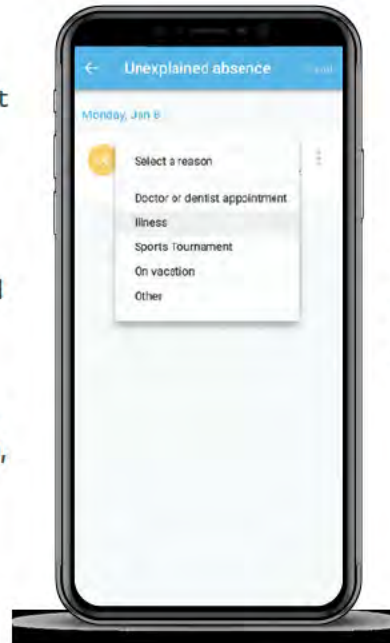
The SafeArrival system was created when a district requested help after experiencing a disruptive missing student situation.

One day, a parent drove her young student to school and dropped the student off at the door. The child went into the school and decided that he didn't want to go to school that day. The child exited out a side door and started walking home – and school staff didn't know until a neighbor found the child and called.

The incident prompted a review within the school and it was determined that there was room for improvement

in the school's safe arrival process. Working together with the district, SafeArrival was developed to help school staff zero in on true unexcused absences and speed up the process of finding students who might be missing.

With SafeArrival's mobile, web and voice notification tools, schools have the power to follow up on unexcused absences rapidly, helping to ensure that students are accounted for and, if not in school, safe and sound.



To excuse an absence after the fact, parents just need to provide a reason for their child's absence.

Schedule a Demo Today

For more information on adding the Intrado SafeArrival absence reporting module to both the free SchoolMessenger parent app and SchoolMessenger Communicate, call **1-888-527-5225** or email sales@schoolmessenger.com.





K-12 COMMUNICATIONS SOLUTIONS

Premium Community Engagement Module

Expand your capacity to engage with parents and other stakeholders with our robust new set of communications tools for Intrado SchoolMessenger Communicate.

As parent communication preferences have evolved, we've heard many school leaders express the desire for a new set of communications tools and capabilities.

We've listened to these concerns, and to help our customers address their latest communications challenges, we've put together a powerful new package of premium community engagement tools.

With our new features in the areas of email newsletters, SMS texting, appointment management, and advanced web forms and surveys, you can do more to engage people and save time and effort.

Discover the rich and robust new features of our new Premium Community Engagement Module.

Create Beautiful Email Newsletters



Our new email newsletter builder allows SchoolMessenger Communicate users to design eye-catching and engaging email newsletters, faster and easier than ever before.

- **Just drag and drop to create** – Effortlessly build a great-looking newsletter lightning fast – no coding skills required
- **Design features you'll love** – Work from a library of amazing design templates or create your own from scratch – either way, it's easy!
- **Looks great on any device and in any email client** – Our mobile-responsive designs and constant testing ensure that your emails look great no matter how a user accesses them
- **All the granular controls you could want** – Edit the HTML at any time if needed and export your creations to HTML for ultimate flexibility



Extended SMS Texting For Schools



Since many parents now prefer to receive school updates via text message, we're making it even easier to get your message out in that format.

Extended SMS texting allows you to go beyond the standard 160-character limit to send more complex messages that can't be conveyed in a few words – emergency alerts about lockdowns or other safety threats, weather advisories, important news, etc.

With purchase of the module, your number of available characters doubles to 320. (If you desire even more characters, you can increase in intervals of 160 all the way up to 1120 for additional fees.)

With extended SMS texting, awkward abbreviations of words and phrases are a thing of the past. Say what you need to say with the professional tone that parents and community members expect.

Boost Meeting & Appointment Attendance



Planning important meetings is a challenge in and of itself – and then, so often, the parents or stakeholders who most need to attend fail to show up. That's why we've developed Outreach Manager, our new appointment verification and management application.

With Outreach Manager, you can easily invite people to attend a meeting you've planned and remind them about it. Here's how it works:

- Create an appointment request for any parent or community member
- Send an initial appointment request via email, SMS text, or phone call
- Email and SMS text notifications contain a link to a secure, responsive web page – this allows people to confirm or cancel an appointment on any device
- Voice notifications contain meeting details and allow people to press a button to confirm the appointment, cancel the appointment, or call the school
- Based on recipient response, Outreach Manager can automatically follow up and send multiple reminders
- For example, you can have an email reminder sent 7 days out from the appointment time, an SMS text sent 3 days out, and a voice message sent 1 day out
- Once a recipient has confirmed an appointment, other notifications automatically stop
- Outreach Manager captures and reports on recipient interactions so you'll know how people are responding to your invites

With the help of Outreach Manager's multi-touch, omnichannel notifications, you can easily drive awareness and attendance around any important event – parent- teacher conferences, open houses, IEP meetings, staff training sessions, retiree and volunteer activities, board and committee meetings, or any other type of meeting.

Gather Feedback With Forms & Surveys



Need a faster, simpler way to collect data, conduct research, or handle requests? Our advanced web form and survey solution can help with all of those needs and more.

Fully integrated within the familiar SchoolMessenger Communicate interface, our forms and surveys tool gives you new ways to gather feedback from key stakeholders. Here are a few reasons why you'll love it:

- Drag-and-drop builder makes form creation a snap
- Deliver surveys via SMS text and email
- Forms are fully responsive so people can access them from any device
- Choose anonymized or non-anonymized responses
- Multiple question and input types
- View reports and export data
- Save, edit, and easily relaunch forms within your personal form library

Our advanced web forms and surveys tool can help you with any kind of data collection. Create event registration forms, collect emergency contact data, ask for parent opinions on school initiatives, build application forms for school activities and programs, and much more. The possibilities are limited only by your imagination.

Request More Info Today

For more information on the Premium Community Engagement Module for Intrado SchoolMessenger Communicate, email sales@schoolmessenger.com or call 1-888-527-5225.





SCHOOL WEBSITES

Intrado SchoolMessenger Presence: Websites That Drive Engagement and Involvement

SchoolMessenger Presence provides an unmatched set of tools to help your school or district engage with students, parents, staff, and community members. Our website content management system (CMS) offers extraordinary ease-of-use, powerful features, and top-quality support. Learn more about K-12's most trusted website solution.

Ease of Use for Your Entire Community

When it comes to school websites, ease of use is all about intuitive technology, great design, and integration. SchoolMessenger Presence offers amazing options in all of these categories.

ADA compliant websites. All SchoolMessenger Presence design templates and a wide array of content modules are fully accessible for users with screen readers and other types of accessible technologies. What's more, you have powerful options for launching and maintaining a website that remains fully accessible thanks to our comprehensive accessibility monitoring tool.



True in-line editing. Most content management systems have complicated backend content editors which can be intimidating to staff with limited technical skills. SchoolMessenger Presence's revolutionary in-line editing allows anyone with editing permission, regardless of skill level, to edit content directly on the page in real time. Everyone from teachers to professional website managers love how our system makes content management a breeze.

Endless design options. Select from a broad range of accessible templates, or let our expert designers create an original design that meets your unique needs. Take advantage of our true responsive designs so your website seamlessly adjusts to any size screen. This will help ensure that on-the-go parents can fully view your website from their smartphone or tablet.

Integration with popular programs. Make SchoolMessenger Presence the hub of all your educational activity thanks to our integrations with programs like G Suite, Microsoft Office 365, student information systems, and more. Plus, integrate your notification system with your website to help your community stay informed and engaged.





Deepest K-12 Feature Set

Accessibility compliance. Prior to launch, all new Presence websites are tested with our accessibility monitoring tool for compliance with WCAG 2.0 and 2.1 accessibility standards. After launch, Presence customers can choose to purchase a subscription to our accessibility monitoring tool to ensure that their site remains accessible as content is added or changed.

Legal compliance. Our industry-leading version control and other tools make it easier for you to stay compliant with laws like ADA, CIPA, and FERPA.

Powerful image management features. Our built-in photo editing tools, integrations with cloud-based services, and automatic image compression make it easy for non-technical staff to manage images like a pro.

Drag-and-drop layout. Tweak layout by dragging-and-dropping page elements with a click of a mouse.

Teacher- and school-level customizations. Drive student engagement, build parent involvement, and encourage school spirit by customizing the design of individual school websites.

Administrative tools. Manage and protect your site with granular permission controls, content approval workflows, and more.

School calendars. Filter, merge, and search calendars across schools, departments, and the district. Integrate with Google, Office 365, and other web-based calendars.

Teacher and school directories. Searchable directories deliver online listings with full profile pages at both the school and district level.

Unlimited page depth. Add an unlimited number of sub-pages into the hierarchy as your needs grow.

Support That Exceeds Expectations

We pride ourselves on our content migration, implementation, and ongoing support services. Discover the peace of mind that a fully-supported solution can bring.

Free content migration. At no charge, our content migration team does the work of transferring existing content to your new SchoolMessenger Presence website. This allows you to focus on other priorities and makes the transition between sites seamless.

Implementation support. A project manager works with you from the very start to ensure your SchoolMessenger Presence website reflects your vision.

Unlimited access to our 24x7x365 support. All of your administrators, teachers, and staff have unlimited access to our support team and all its resources. We're here for you 24x7x365 – get in touch whenever you need help.

Training designed around you. You won't need much training to use the intuitive tools, but our online and on-site training options are customized to your needs. We also provide video tutorials, webinars, manuals, and many other resources to help you get the most out of your SchoolMessenger Presence solution.

Demo Intrado SchoolMessenger Presence Today

To learn more, call us at **1-888-527-5225** or email us at **sales@schoolmessenger.com**.





Intrado SchoolMessenger

Website Project Types & Design Options

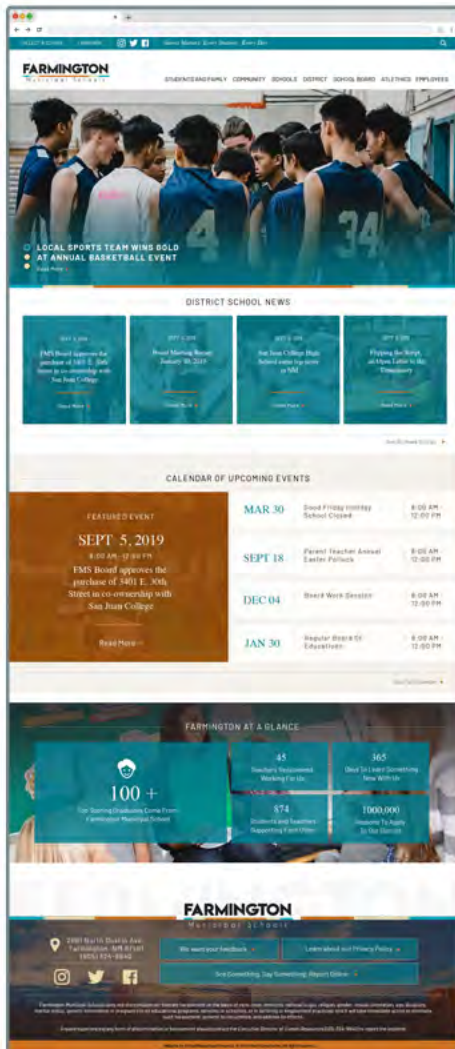
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| Template | 4 | Supported Browsers | 8 |

Information to Insight

Premium

Design and build a site to your exact specifications, with one-of-a-kind mockups utilizing our most advanced content modules.



Advantages

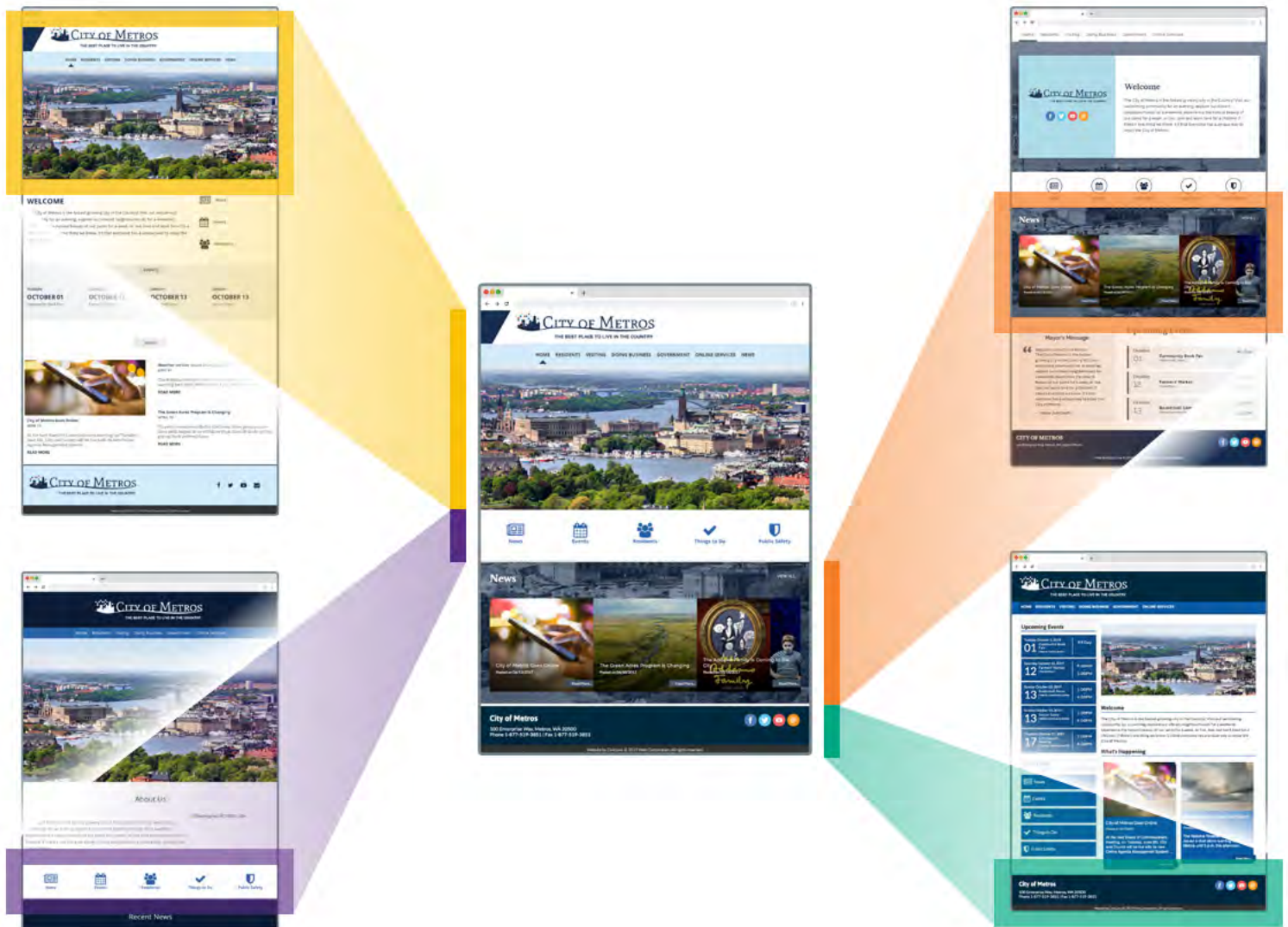
- ADA compliant and web accessible (AA compliance)
- Includes a one-of-a-kind designed mockup
- Responsive in the most popular viewport/screen sizes
- Content Migration included
- Dedicated project manager, implementation support, and training

Extraordinary Features

Utilize a wide array of extraordinary and customizable site content modules

Custom

Build a site with an original look and feel by mixing and matching existing content modules. Achieve the design that captures your unique brand.



Advantages

- ADA compliant and web accessible (AA compliance)
- Mix and match existing content modules from [30 responsive templates](#)*
- Includes custom designed mockup
- Responsive in the most popular viewport/screen sizes
- Content Migration included
- Dedicated project manager, implementation support, and training

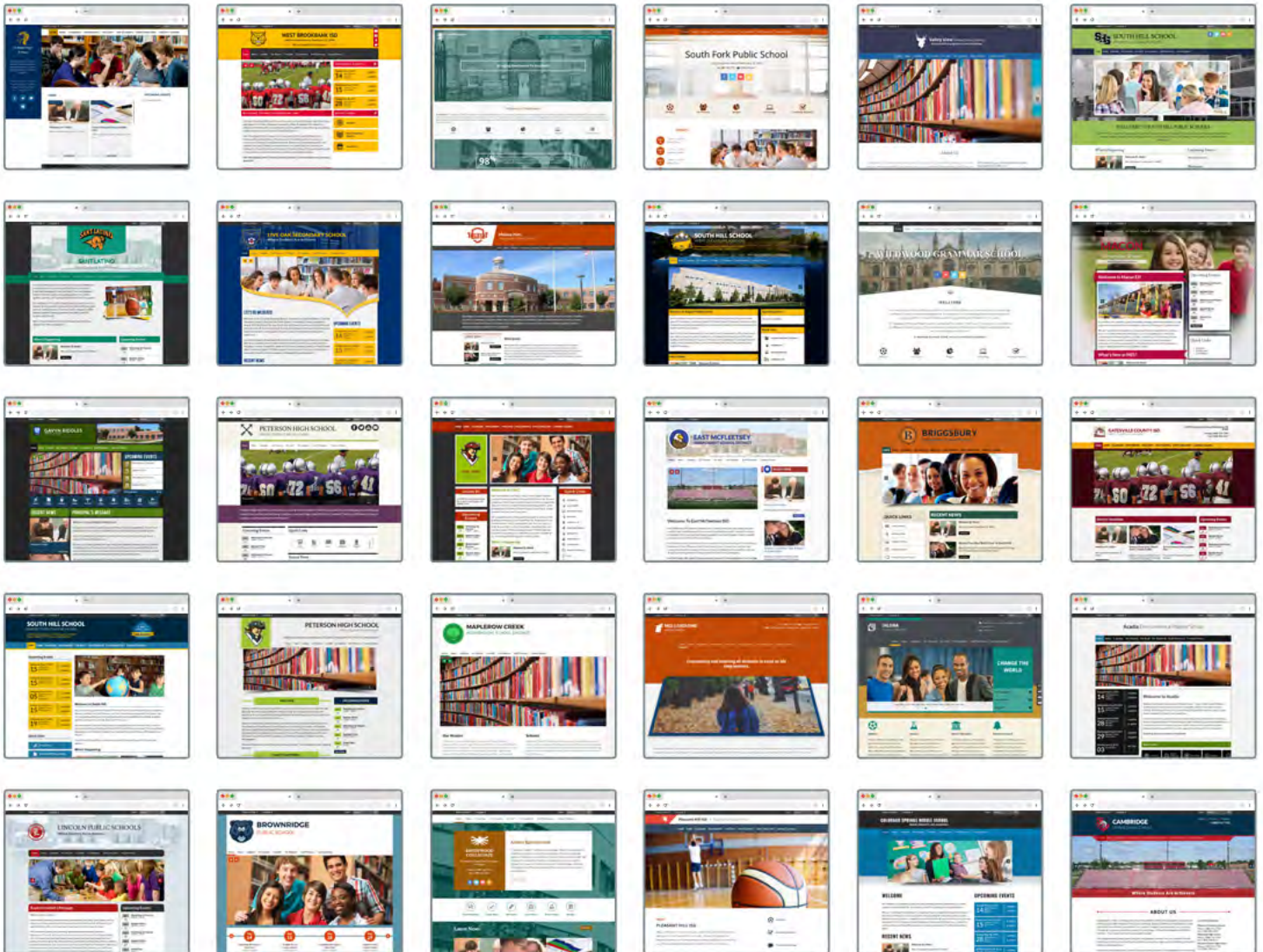
Upgradable

Features and options from a Premium Design tier can be incorporated into a Custom project at an additional cost

*When mixing and matching, in most cases both content modules must have similar sizes.

Template

Select one of our tried-and-true design templates and make it yours by adding your logo, colors, and the text and images that you prefer.



Advantages

- ADA compliant and web accessible (AA compliance)
- Choose from [30 preset and out-of-the-box responsive templates](#)
- Responsive in the most popular viewport/screen sizes
- Content Migration included
- Dedicated project manager, implementation support, and training




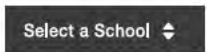
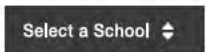
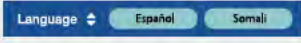





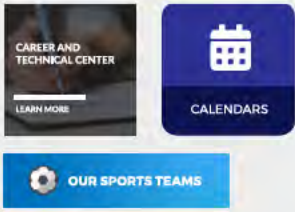

Upgradable

Features and options from Premium and Custom Design tiers can be incorporated into a Template project at an additional cost

Design Options

| Option(s) | Premium | Custom | Template |
|--|---|---|--|
| Layout Type | One-of-a-kind mockups utilizing our most advanced content modules | Mix and match site elements from 30 responsive templates | Choose from 30 preset and out-of-the-box responsive templates |
| School Format | <p>Apply premium layout to all child/individual school sites</p> <p>OR</p> <p>Create 1 alternate layout for child/individual school sites based off of the premium layout</p> <p>OR</p> <p>Select a template for each school type – i.e. Elementary, Middle, High (max. of 4)</p> | <p>Apply the customized site layout to all child/individual school sites</p> <p>OR</p> <p>Select a template for each school type – i.e. Elementary, Middle, High (max. of 4)</p> | Select a template for each school type – i.e. Elementary, Middle, High (max. of 4) |
| Page Themes | Maximum 4 (Home, Sub, Department, Intranet) | 2 | 2 |
| Responsive | ✓ | ✓ | ✓ |
| ADA Compliant (AA Compliance) and Web Accessible | ✓ | ✓ | ✓ |
| Remote Design Consultation | ✓ | ✗ | ✗ |
| Wireframe/Mockup | ✓ | ✓ | ✗ |
| Exclusive Design | ✓ | ✗ | ✗ |
| Different Logo for School Sites and Branding Application | ✓ | ✓ | ✓ |
| Branded Colors | 2+ | 2 | 2 |

Design Options (Continued)

| Option(s) | Premium | Custom | Template |
|---|--|--|--|
| Social Media Icons Integration |  <p>Customized</p> | |  <p>Default (Font-awesome 4.7 Icon Library)</p> |
| Select a School Dropdown |  <p>Customized styling</p> |  <p>Default style</p> |  <p>Default style</p> |
| Google Translate |  <p>Customized styling</p> |  <p>Default style</p> |  <p>Default style</p> |
| Search |  <p>Customized field styling w/ Google Search (*Ads) option</p> |  <p>Default field style w/ Google Search (*Ads) option</p> |  <p>Default field style</p> |
| Quick Links Icon Library/Style |  <p>Customized</p> |  <p>Default</p> | |
| Animations (Counters , Icons , etc.) | ✓ | ✗ | ✗ |
| Lazy Loading | ✓ | ✗ | ✗ |
| Mega or Dropdown Menu Options | 3 | 3 | 3 |
| Video Background | ✓ | ✗ | ✗ |
| Customized Graphic Elements | ✓ | ✗ | ✗ |

Design Options (Continued)

| Option(s) | Premium | Custom | Template |
|---|--|--|--|
| Drag-and-drop Layout | ✓ | ✓ | ✓ |
| Customized Content Modules | Customized content modules | Selection of 17 default customized content modules | Selection of 17 default customized content modules |
| Parallax Scrolling Effects* | ✓ | ✗** | ✗** |
| Refresh Every Three Years (October to March Only) | Standard free: 20 hours sprucing up the design | Standard free: 10 hours sprucing up the design | Standard free: Pick a different template |

*Parallax scrolling effect is a special scrolling technique used in web design where background images throughout a web page move slower than foreground images, creating an illusion of depth on a two-dimensional site.

**[Gingerbread template](#) features a parallax effect.

Supported Responsive Screen/Viewport Sizes

Functionally SchoolMessenger builds and designs sites that feature unlimited responsiveness for device viewports that are wider than 360 pixels. Aesthetically, SchoolMessenger builds and designs for the following device viewport dimensions (width x height) in pixels:

Phone

- 360 x 640 / 640 x 360*
- 375 x 667 / 667 x 375
- 414 x 736 / 736 x 414

Tablet

- 1024 x 768 / 768 x 1024*
- 1024 x 1366 / 1366 x 1024

Desktop/Laptop

- 1920 x 1080
- 1366 x 768*
- 1024 x 768

*The most popular responsive device viewport dimensions.



Supported Browsers

- [Firefox](#), [Google Chrome](#), [Edge](#) (a different browser from Internet Explorer), [IE 11](#)***, and [Safari](#).
- SchoolMessenger supports the latest two major updates/versions of a [supported browser](#). All browsers with less than 5% market share worldwide are freely supported for essential site functionality only. Any aesthetic rework to accommodate a browser with a market share of less than 5% may incur additional costs.
- ***Specifically for Internet Explorer, it should be noted that:
 - Beginning November 30, 2020, the Microsoft Teams web app will no longer support IE 11
 - Beginning August 17, 2021, the remaining Microsoft 365 apps and services will no longer support IE 11
 - As of 2019, approximately 2% of worldwide website visitors use Internet Explorer





SCHOOL MOBILE APPS

Intrado SchoolMessenger CustomApp: The Custom K-12 District App Solution

You work hard to set your district apart from others. That's why it's so important to choose a mobile app provider who truly understands app development and design. There's a clear difference between distinctive apps and those based on basic templates, and your district deserves an app which showcases your distinct vision and accomplishments.

SchoolMessenger CustomApp is the school mobile app solution that is customized to the needs of each individual district. And we don't stop there. From our rapid development process to ongoing support, CustomApp provides the capabilities districts need to reach parents and community members on their mobile devices.

Discover the many reasons why hundreds of top school districts have chosen to go mobile with SchoolMessenger CustomApp.

True Original Designs

From the beginning, SchoolMessenger has developed custom apps that help districts stand out. Each app features a design that is in harmony with its district's brand, logo, and color scheme.

Strong branding is just the beginning for your SchoolMessenger CustomApp. We also work with you to define your larger objectives and design a mobile solution that achieves them.

Want to improve staff engagement? Let us create a separate section within your app just for employees, filled with important human resource and professional development content. Want to build alumni engagement into your app? Let us bring together the athletic, news, and fundraising content that you need. The possibilities are limited only by your imagination.



Meeting the Unique Needs of K-12 Districts

SchoolMessenger CustomApp is a mobile solution that is designed around you. From the moment we begin your project to long after the official launch of your app in the app stores, everything we do is designed to meet the needs of your specific school community. Benefit from our straightforward development process, unmatched feature set and ongoing support

Rapid end-to-end development process. Our simple four-step process is designed to maximize your creative input while minimizing your time commitment and resource investment. This process not only enables rapid development, but more importantly, that your school district's precise requirements are met.

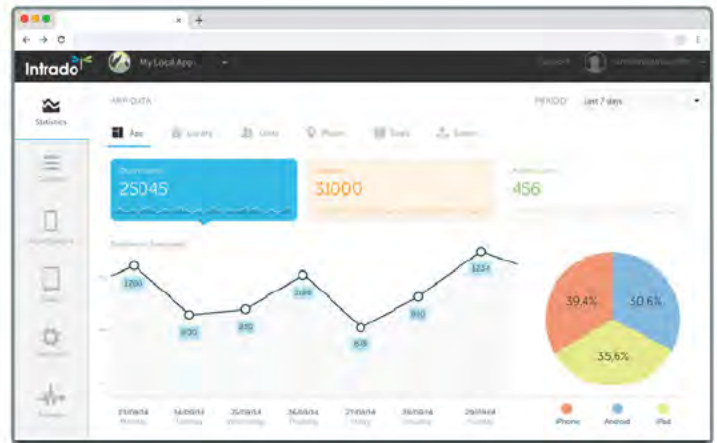
Amazing content integration that feeds itself. You don't need another outlet to post to. That's why we'll develop your SchoolMessenger CustomApp to incorporate the existing streams to which you and your users already publish – pulling from your website, calendars, lunch menus, sports schedules, social media channels, and more.

Ongoing maintenance and support. Your project manager is there to walk you through the development and launch of your app. After launch, we manage hosting and technical updates (e.g. as mobile phone platforms evolve) and will help add new content streams. Our award-winning support team is available to help any time you have questions.

Analyze performance and more with AppManager. When you'd like to directly manage your SchoolMessenger CustomApp, our web-based App Manager is always there. App Manager allows you to easily analyze how people are engaging with your app and generate reports for your team. You can also edit content, adjust images and layout, and instantly publish your changes. With App Manager, you have maximum control over your app.

Give parents access to recent notifications and student data. SchoolMessenger Communicate notification customers will appreciate our functionality which allows districts to link recent notifications right into their mobile app. This functionality can also provide on-the-go parents with secure access to data they want to see – grades, attendance, lunch balances, transportation info, and other types of student data.* Make your app a one-stop shop for school information.

* Requires opt in and setup by the district. Additional fees may be charged depending on capabilities desired.



See the Intrado SchoolMessenger CustomApp in Action Today!

Schedule a demo now. Call 1-888-527-5225 or email us at sales@schoolmessenger.com.





SOCIAL MEDIA

Intrado SchoolMessenger K12 Social: The Custom K-12 District App Solution

Parents and community members are on social media. But time is limited and it's challenging to keep up with the ever-evolving landscape of social sites. How can you do more – and truly understand the impact you're having?

K12 Social from SchoolMessenger is the tool for publishing across social networks, listening to conversations, and analyzing performance. It's the full-featured application built to grow with your district, no matter what changes happen in the social landscape. Take control of your district's social media presence with K12 Social.

One Place to Create and Post Content

With one click, K12 Social lets you publish your content to any number of popular social sites and profiles – Facebook pages, Twitter accounts, Pinterest boards, WordPress blogs, and much more. You can even schedule your posts and include rich media like images and video. Maximize your limited time for social media with K12 Social.

K12 Social also makes coming up with ideas for new posts effortless, assisting you with content tools from start to finish.

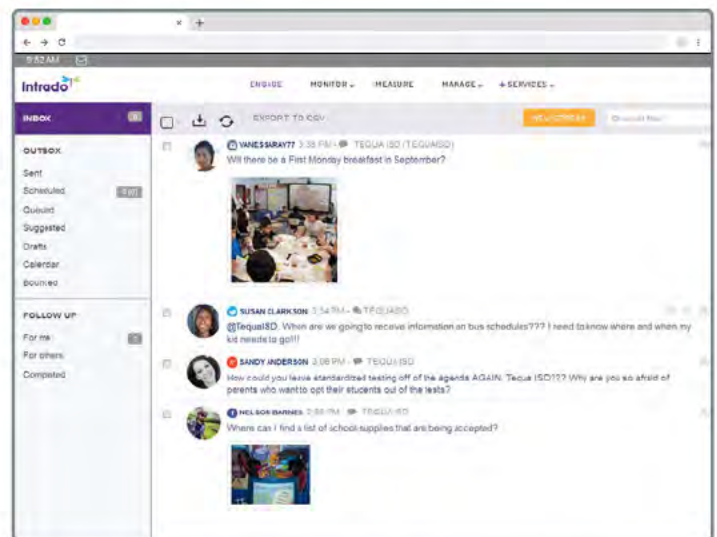
Listen to Conversations

K12 Social constantly monitors an ever-growing number of web and social media sources and alerts you whenever conversations about your district appear online. From local news sites to personal blogs to social media profiles, K12 Social identifies the people talking about your district and allows you to see what they are saying.

K12 Social also helps you provide great customer service by bringing you the messages received through your social channels. Answer questions quickly,

respond to criticism, and keep rumors and inaccurate information from spreading.

Stop relying on a hodgepodge of Google Alerts and social media notifications to stay updated. Use K12 Social for the intelligence you need to effectively manage your district's brand.



Quantify Your Social Media Performance

K12 Social provides reports to help track every kind of social media activity. Review your overall performance, or drill down and see how an individual social profile is doing. Analyze how people are engaging with your posts, identify which content is most popular, or simply review recent posts you've published across your social media accounts.

With K12 Social, you'll have the data you need to improve your social media efforts over time and help other district leaders understand the importance of social engagement.

Using K12 Social to Address Your District's Biggest Challenges

K12 Social is about more than posting status updates and school pictures. Its alert, monitoring, and engagement capabilities make it the ideal application for maintaining school safety, mobilizing community support, managing your district's brand, and much more. Learn more about how K12 Social is an essential tool for achieving your communications goals in today's mobile, social world.

School Safety and Emergency Management

Online chatter can alert school officials to real safety threats. K12 Social allows you to monitor the web for specific threats being made against your district to help keep your students and staff safe. K12 Social also makes it easy to respond when emergencies happen, helping you communicate accurate, up-to-date information across all of your social channels quickly, while monitoring the web for rumors or inaccurate information being spread through various social networks.

Building Coalitions of Support for Major Initiatives

Whether you want to pass a new tax levy, implement a new program, or make any other kind of major change, you need to identify your supporters and help them take action. K12 Social can help you find influential advocates on social media, amplify your message

across platforms, and mobilize supporters when needed.

Improving Parent and Community Engagement

Many districts are pushing out news and information on social media, but those that don't post consistently often get lost in the shuffle of activity. K12 Social is built to help you create rich content quickly, publish it or schedule it in advance, and even identify specific supporters who can help amplify your message. These tools can help make your district more visible on social and tell your district's unique story.

Customer Service

Many of us have turned to social media to complain about bad customer service experiences or to try and get a company's attention when we're having a problem. If parents or community members approach you in this way through your district's social channels, you must be ready to respond. K12 Social helps you provide the level of customer service your community expects.

Schedule an Intrado SchoolMessenger K12 Social Demo Today

See K12 Social in action by calling **1-888-527-5225** or e-mailing us at sales@schoolmessenger.com.





SCHOOL SAFETY

Intrado Safety Shield

An unmatched set of tools to keep your educational communities protected.

In today's world, schools are vulnerable to a wide range of safety threats. Unfortunately, preventing threats from turning into emergencies is a tough job.

- **Threats that can't be stopped by physical barriers** – such as medical emergencies, gas leaks, and power outages – can catch school leaders off guard and create chaos for the unprepared.
- **Vandalism, theft, and other security problems** can happen when campuses are closed.
- **School violence scenarios** – from active shooter situations to gang violence to classroom fights – demand the fastest-possible response.

How can you protect your educational communities from the broad array of safety threats?

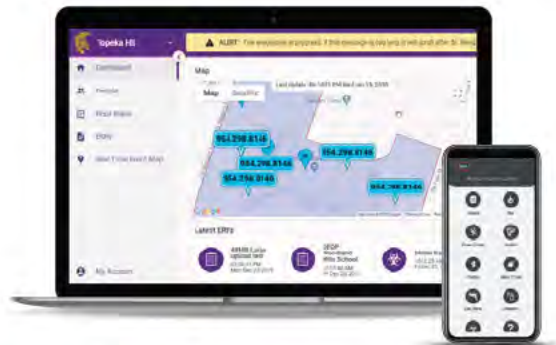
Intrado Safety Shield is the answer.

Why You Need To Enhance Safety Now

The safety vulnerabilities of today can turn into the emergencies of tomorrow. That's why proactively addressing the most common threats now – while you have time on your side – is more important than ever.

Intrado Safety Shield offers a comprehensive set of tools to help you **prevent, prepare for, respond to, and recover from** almost any kind of safety threat.

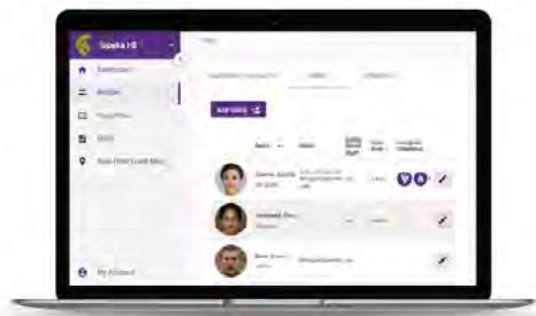
Unlike other solutions that only address one aspect of safety, Intrado Safety Shield helps you close safety and security gaps with its complete set of capabilities.



Unmatched Tools And Abilities

- **Keep staff connected and enable situational awareness with secure two-way texting.** When responding to safety threats, good communication is essential. Make sure staff have the ability to communicate, no matter where they are, with Intrado Safety Shield's secure two-way texting features.
- **Help ensure your people are safe with wellness check notifications.** When someone isn't physically present, it's impossible to know if they're safe and sound. In emergencies, this is a huge problem, and it's also an issue in everyday situations. Follow up on anyone who is absent or unresponsive with Intrado Safety Shield's multi-channel, escalating wellness check notifications.
- **Priority connection to 9-1-1.** Intrado Safety Shield leverages Intrado's status as a 9-1-1 service provider to offer its users faster connection to 9-1-1. While other callers have to go through regular phone lines and cell towers, Intrado Safety Shield users' connections are prioritized. That matters in an emergency situation, when seconds saved can mean lives saved.

- **Collaborate in real time with first responders.** First responders may not have easy access to key school data like floor plans or access codes, and that can potentially cause serious problems with emergency dispatch and response. With Intrado Safety Shield, school staff can collaborate in real time with 9-1-1 dispatchers, police, fire, and paramedics, sharing important information so that everyone is on the same page. For example, you can add your floor plans to a street map so it's clear to first responders how to access various parts of a building.
- **A single hub for all emergency response activity.** Reacting to an emergency requires you to lean on multiple data sources and systems: emergency response plans (ERPs), your student information system, your mass notification system, and more. In the middle of a crisis, it can be challenging to work with all of these sources to find and share the data you need. Intrado Safety Shield leverages our proven and secure integrations with more than 130 school information systems and other school software programs to help bring all of these data sources together. It also provides a single operational view so you can complete tasks and share critical data quickly.
- **Make emergency response plans available on any device and translate them into role-specific checklists.** Emergency response plans (ERPs) provide detailed guidance on the procedures that must be completed when various types of emergencies occur. Unfortunately, these plans are often printed on paper and not easily accessible by all personnel, which means that staff could fail to complete essential tasks in an emergency situation. Intrado Safety Shield digitizes your ERPs so they are accessible from any computer or mobile device, and it also breaks them down into role-specific checklists so that every staff member knows what procedures they need to complete. For example, teachers are able to identify the students that are with them so any missing students can be quickly identified.
- **Provide a panic button solution.** School staff don't always have an easy way to report emergencies, which means it can take longer for school leaders to become aware of a situation and longer for first responders to get involved. Intrado Safety Shield provides every staff member with a panic button on their phone that instantly notifies school leaders and first responders when emergencies happen.
- **Communicate rapidly with all parents and staff.** Intrado Safety Shield allows you to leverage your notification system to send multi-channel mass notifications so you can keep parents and staff informed about safety issues.
- **In reunification situations, easily communicate about response and recovery.** When students are evacuated from a school building and relocated elsewhere, formal reunification procedures must be executed. Effective communication in these situations is essential to keeping parents from interfering with response efforts and preventing the spread of rumors and misinformation. Intrado Safety Shield simplifies the process of communicating about reunification, helping you provide incident status information and instructions on the location and credentials needed for child pick up to parents.
- **Schedule and manage safety drills.** Intrado Safety Shield can help you execute and manage safety drills unlike any other program. Launch a drill from our interface and have your staff run through the response tasks they need to complete on their own mobile devices. Schedule drills for all of your campuses easily. Get an at-a-glance view of your progress with our dashboard view. With our solution, you can go beyond spreadsheets to keep track of details and simplify the process from end to end.



Powered By 40+ Years Of Experience

Intrado Safety Shield is built on our unique position as both a 9-1-1 service provider and the longtime leader in school notification services across North America.

With more than 40 years of experience in providing 9-1-1 systems, services, and infrastructure in the U.S. and Canada, Intrado has long-term relationships with thousands of public safety access points (PSAPs) and government agencies. And with over 63,000 customers and decades of experience in K-12 education, we've got more experience serving educational institutions than any other provider.

Addressing The Broad Spectrum Of School Safety Threats

There are a wide variety of emergency situations that can put student and staff safety at risk – countless scenarios where you may need the help of 9-1-1 and first responders.

- **Student safety threats:** Medical emergencies, playground injuries, special needs issues, school bus incidents, drug activity, weapons possession, abduction attempts, auto accidents on campus, suicide attempts
- **Building safety threats:** Gas leaks, power outages, lockdown situations, intruders on campus, structure fires, bomb threats, explosions
- **Environmental safety threats:** Flash flooding, tornadoes, hurricanes, windstorms, lightning strikes, earthquakes, landslides, wildfires
- **Staff safety threats:** Domestic partner violence, classroom violence, acute health issues
- **School violence scenarios:** Active shooter events, student fights, gang violence, hostage situations, vandalism



Being caught off guard by unforeseen threats can keep you from responding in a rapid and well-coordinated way. Intrado Safety Shield provides you with all of the tools you need to mobilize the right emergency response resources, no matter what challenges may come your way.

Build A Complete School Safety Solution For Your Institution

As the longtime #1 provider of communications technology to schools across North America, Intrado SchoolMessenger offers a complete portfolio of solutions to bolster school security and safety. Using our comprehensive set of solutions, you can design a custom school safety solution that works for you. In addition to Intrado Safety Shield, we offer:

- **SchoolMessenger Communicate – School emergency alerts and more.** Send urgent messages to parents via voice, text, email, social media and more, rapidly and reliably.

- **SchoolMessenger Admin App – Mass notification on your mobile device.** Apple and Android apps that allow you to launch an emergency broadcast from anywhere.
- **SchoolMessenger QuickTip – Anonymous reporting.** Help students share info about planned violence and other inappropriate behavior.
- **SchoolMessenger SafeMail – G Suite and O365 filtering and human monitoring.** Monitor learning platforms for threats to student safety. Intercept threatening messages, pornography, and more.
- **Intrado E911 solutions.** Instantly know the exact room, building, and campus where a 9-1-1 call was placed from and get first responders there faster.
- **SchoolMessenger SafeArrival – Attendance reporting and management that enhances safety.** Identify true unexcused absences faster so you can follow up on absent students and confirm they are safe.
- **SchoolMessenger K12 Social – Web monitoring and social media engagement.** Monitor news sites, blogs, and social media for conversations about your schools. Easily update all of your social media profiles with accurate info in a crisis.
- **SchoolMessenger Presence – School websites.** Easily update your websites in an emergency with our emergency alert feature.
- **SchoolMessenger CustomApp – Custom mobile apps.** Use push notifications to alert your community about emergency situations.
- **SchoolMessenger App – Combining teacher-level, school-level, and district-level messaging for parents.** Consolidate all of your school communications into one app that parents can use to stay informed.
- **SchoolMessenger SecureFile – Secure document delivery.** Safely and securely send sensitive documents home to parents.

Learn More Today

Make sure you're protected from the unexpected. Implement Intrado Safety Shield today to improve school safety in your school or district.

To sign up for a product demo or to receive more information, email sales@schoolmessenger.com or call **1-800-920-3897**.

About Intrado SchoolMessenger

Intrado (formerly West) powers the school-to-home messaging needs for more K-12 schools, districts, and school boards than any other provider across North America. Over 63,000 schools and some of the largest and most demanding school districts trust Intrado SchoolMessenger solutions to keep parents and community members informed. From notifications and websites to custom mobile apps, social media management tools, school safety solutions, and more, K-12 leaders rely on Intrado SchoolMessenger solutions to engage in multiple languages and on any device.

Intrado has sales and/or operations in the United States, Canada, Europe, the Middle East, Asia Pacific, Latin America and South America. Intrado is controlled by affiliates of certain funds managed by Apollo Global Management, LLC (NYSE: APO).

For more information, please call **1-800-920-3897**
or visit www.intrado.com/safetyshieldforschools





COMMUNICATIONS

Intrado Revolution For K-12 Education

The simple platform that can manage all of your communications systems – so you can reduce costs, save time, simplify processes, and maximize safety.

Many schools and districts have a big problem: their communications systems are not unified. Or, in other words, systems are individually managed, manually operated, and not well integrated. This creates all kinds of avoidable issues:

- **Newer technologies are purchased before they are truly needed,** so money gets wasted and usable equipment gets abandoned.
- **Processes that could be automated and simplified continue to be managed manually,** consuming time and energy that could be spent on higher-value tasks.
- **In emergency situations, people are put at risk** when there's over-reliance on a single system or when systems aren't integrated.



For these reasons and many others, unifying your communications systems just makes sense – for your budget, your staff, and the safety of your campuses. That's why you need the Intrado Revolution platform.

The Solution To The Problem

Intrado Revolution is the simple, web-based platform that allows you to manage virtually all of your security and communications technologies from a single, easy-to-use interface – making school operations simpler, easier, more cost-effective, and most importantly, safer.

From the most modern applications to legacy equipment that can't be updated at the press of a button, the Intrado Revolution platform can integrate with almost any kind of system or device:

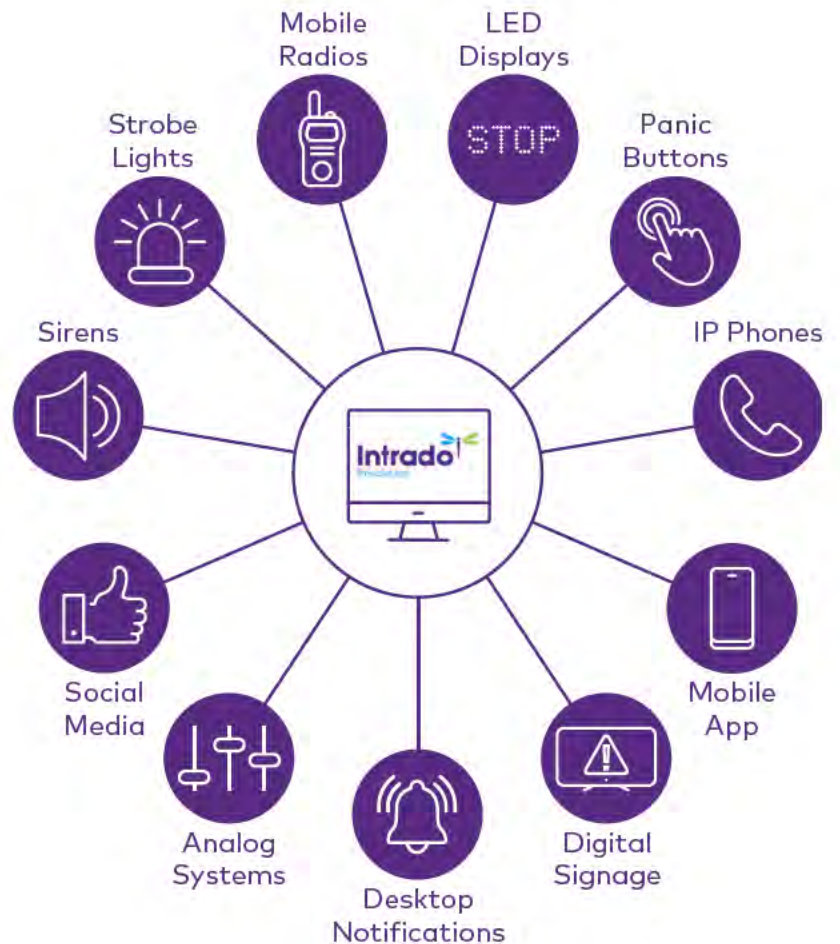
- **Intercom systems**
- **IP phones and speakers**
- **Analog systems**
- **Door lock systems**
- **Panic buttons**
- **Desktop computers**
- **Bell systems**
- **Digital signage**
- **Student laptops**
- **Motion detectors**
- **Fire and security systems**
- **Notification systems**
- **Weather radios**
- **Strobe lights and sirens**
- **Social media channels**

What Intrado Revolution Can Do For Your Organization

A wide variety of educational institutions – from the largest public school districts to the smallest independent schools – are already using Intrado Revolution to make their campuses smarter, safer, and more efficient.

The uses of Intrado Revolution are limited only by your imagination. Here are some of the most common use cases from our school and district clients:

- **Trigger lockdowns with one click** – Immediately lock doors, alert campus security, and broadcast emergency notifications to students and staff.
- **Automate bell schedules** – Schedule bells for improved efficiency, time, and cost savings.
- **Respond to severe weather** – Set up systems to automatically draft school delay or closure notifications based on alerts from NOAA.
- **Address hazardous conditions** – Activate notifications when hazardous conditions are identified, like smoke or chemical spills.
- **Send intruder alerts** – Warn students and faculty about active shooters in the building or other intruders on campus grounds and provide critical safety instructions.
- **Push alerts to desktop computers and mobile devices** – Get critical notifications delivered to iOS and Android devices, PC and Mac desktops, and Chromebooks.
- **Use live or pre-recorded alerts** – Consolidate bells, clocks, and PA systems to leverage the network for improved efficiency and time.
- **Monitor calls** – Monitor and record incoming and outgoing calls. Know the dialed source location for outgoing calls and alert when specified criteria is met.
- **Keep buildings secure** – Connect smart-building devices to activate notifications when motion has been detected after hours.
- **Keep the community informed** – Push mass notifications to the community in crisis situations.



How Intrado Revolution Benefits Your Institution

- **Reduce costs** – Managing and maintaining disparate communications systems – especially when it comes to legacy technologies that require lots of individual care – is costly. By connecting all of your various systems to Intrado Revolution, you can reduce those financial and time costs. With Intrado Revolution, you can automate time-consuming processes, reduce time spent managing analog equipment, avoid unnecessary equipment upgrades, and so much more.
- **Integrate with virtually any system or device** – No matter what brands of software or equipment you use, we probably already have an established integration with them.



- **Manage everything from one central hub** – Intrado Revolution is built to simplify complexity so you can spend less time managing individual systems and make updates or changes with just a few clicks. Use our single, simple interface to care for all of your systems, review incoming alerts, trigger outbound notifications, and handle all of the little details with ease.
- **Flexible management settings** – Manage some settings at the central office level and delegate management of other settings to individual campuses or buildings. With Intrado Revolution, you can manage your system integrations and automations in the ways that work best for your individual institution.

- **Protect campuses and people** – When your safety and security systems are integrated with Intrado Revolution, maximizing safety becomes much easier. Know instantly when panic buttons are pushed, smoke alarms are triggered, or sensors detect security breaches. Quickly send emergency notifications to both on-campus and off-campus stakeholders about crisis situations and automatically route notifications to the right personnel (i.e. SRO, school nurse, etc.). With Intrado Revolution, you can minimize the time between event and notification so you can save lives and minimize damage to property.
- **Future-proof your systems** – Thanks to our innovative technology, you don't need to change systems just because a vendor comes out with an upgrade, and you don't need to worry about maintaining integrations when you switch vendors or change systems. Intrado Revolution helps you maximize the lifespan of older systems and hardware as well as maintain control even as your tech stack and equipment evolves over time.
- **Manage on the go with our mobile apps** – No matter what your location, you can receive inbound alerts, trigger safety and security measures on campus (i.e. automatically lock doors), send urgent outbound notifications, and more by using our dedicated Android and Apple mobile apps. Stay connected to what's happening on campus, even when you can't be physically present, with Intrado Revolution.
- **Maximize situational awareness in emergency situations** – When triggering an emergency alert with Intrado Revolution, you can add critical information that will assist first responders – including geolocation, images, and audio.

Request A Demo Today

Get in touch with us to learn more about Intrado Revolution. Just call **1-888-527-5225** or email us at sales@schoolmessenger.com.

About Intrado SchoolMessenger

Intrado (formerly West) powers the school-to-home messaging needs for more K-12 schools, districts, and school boards than any other provider across North America. Over 63,000 schools and some of the largest and most demanding school districts trust Intrado SchoolMessenger solutions to keep parents and community members informed. From notifications and websites to custom mobile apps, social media management tools, school safety solutions, and more, K-12 leaders rely on Intrado SchoolMessenger solutions to engage in multiple languages and on any device.

Intrado has sales and/or operations in the United States, Canada, Europe, the Middle East, Asia Pacific, Latin America and South America. Intrado is controlled by affiliates of certain funds managed by Apollo Global Management, LLC (NYSE: APO).

For more information, please call **1-888-527-5225**
or visit www.intrado.com/revolution-k12.





Intrado Partners With Permission Click

Extending our leadership in school communications by joining forces with the premier provider of K-12 policy compliance solutions.

If your school or district is like most, you're using paper-based forms and documents for tasks like these:

- Documenting compliance with school policies.
- Collecting important info from parents.
- Managing workflows around key tasks.

All that paper, ink, staff time, and other resources really add up. And when everything is done using paper, staff can spend countless hours on these processes and yet have no easy way to tell if the tasks are 100% done.

Fortunately, there's a better way to manage these processes while saving time and money.



The Solution To The Problem

We're excited to announce our exclusive partnership with Permission Click, the premier workflow automation, policy compliance, and digital forms management tool for K-12 schools. With this partnership, Intrado SchoolMessenger customers can automate manual processes and track policy compliance in ways that just can't be done with paper.

With Permission Click, you can automate and simplify many common school processes, freeing up staff to focus on higher-value tasks and saving lots of money along the way. Common use cases include:

- Distribution of student handbooks.
- New student enrollment.
- Beginning-of-year registration.
- Collection of fees for programs, yearbooks, etc.
- Sports and activity permissions.
- Technology equipment check-out.
- Media release forms.
- Field trip and travel permissions.
- Graduation applications.
- Professional development tracking.
- Employment applications.
- HR forms and documents.
- State or provincial policy compliance.
- Much, much more.

Intrado & Permission Click

Giving you a better way to manage all that paper.

Picture Permission Click as a modern replacement for almost anything that you rely on paper for today. It's more than just a replacement, though; it's a generational leap forward that will save schools amazing amounts of time and money.

With this web-based workflow automation solution built for K-12 schools, documents can be translated into 100+ languages and there is nothing for parents or staff to download. That means instant adoption for your entire school or district community, and a completely auditable trail for when administrators (or lawyers) need verification.



Benefits For Schools

- Taking forms digital makes it easy to track policy compliance and simplify data management
- Make it easy for parents to respond! Allow parents to fill out forms or respond to requests in seconds, from any device with no user account required
- Form Dashboard allows you to easily track who has responded and who has not
- Rostering feature allows you to see if parents have opened a form and send reminders to parents who haven't responded yet
- Auditable digital paper trails help ensure that forms have the proper internal sign-offs before being sent to parents

Benefits For Districts

- Available in 100+ languages so almost any parent can use the software
- District-wide visibility into processes and workflows gives you fully auditable trails across multiple approval steps and staff members
- Make templates of your most commonly used forms and deploy them to the schools you select to ensure form consistency and compliance
- Store all of your forms in one central hub and ensure that staff are always working with the most recent versions of your forms
- Automated workflows and approval history to ensure that everyone meets the required steps of a policy

Request A Demo Today

To learn more about Intrado's partnership with Permission Click or to set up a demo, call 1-888-527-5225 or email us at info@schoolmessenger.com.





TAB 7 – REQUIRED DOCUMENTS

RFP No. 14-21

Tab 9 – Required Documents

Precision and excellence in all we do is a fundamental part of the Intrado culture. As such, we take great care to ensure every “i” is dotted and every “t” crossed. To that end, we’ve made every effort to fully execute the appropriate forms as required by the RFP specifications. These include:


- Clean Air and Water Act / Debarment Notice
- Contractors Requirements
- Antitrust Certification Statements
- Required Clauses for Federal Funds Certifications
- Required Clauses for Federal Assistance by FTA
- State Notice Addendum

If there are any additional forms required, please do not hesitate to let us know and we will gladly take care of them.

Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

| | |
|----------------------|--|
| Potential Vendor | <u>Intrado Interactive Services Corporation</u> |
| Print Name | <u>Vikram V. Krishnan, General Manager</u> |
| Address | <u>1027 South Main Street, Suite 503</u> |
| City, State, Zip | <u>Joplin, MO 64801</u> |
| Authorized signature | <u></u> |
| Date | <u>July 20, 2021</u> |

Contractor Requirements

Contractor Certification Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statues of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature



Date

July 20, 2021

Antitrust Certification Statements (Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

| | |
|-----------------------|--|
| Company name | <u>Intrado Interactive Services Corporation</u> |
| Address | <u>1027 South Main Street, Suite 503</u> |
| City/State/Zip | <u>Joplin, MO 64801</u> |
| Telephone No. | <u>617-459-4573</u> |
| Fax No. | <u>1-800-360-7732</u> |
| Email address | <u>vik.krishnan@intrado.com</u> |
| Printed name | <u>Vikram V. Krishnan</u> |
| Position with company | <u>General Manager</u> |
| Authorized signature | <u></u> |

Required Clauses for Federal Funds Certifications

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(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) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

(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 CFR 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."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(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) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions 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.” SAM Exclusions 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.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 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.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the 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. 6321 et seq.; 49 C.F.R. Part 18).

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective

employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

- c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
 - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
 - 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

State Notice Addendum

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/State_and_Territories.shtml

<https://www.usa.gov/local-governments>



ATTACHMENTS



RFP No. 14-21



Attachments

Please see the following pages for additional information on our product offering. We've included the following flyers and attachments:

- Sample Contract for End-Users
- Sample SchoolMessenger SafeMail Service Level Agreement

INTRADO INTERACTIVE SERVICES CORPORATION

TERMS & CONDITIONS

These Web Terms for Services (as defined below) apply to sales made by Intrado Interactive Services Corporation d/b/a SchoolMessenger ("Provider") to the customer issuing a purchase order or similar instrument to Provider ("Client"), as of the date of such purchase order ("Effective Date"). These terms consist of these terms and conditions and any order forms, purchase orders or statements of work referencing these terms or issued by Client to Provider, and any quotes from Provider to Client on which a purchase order is based (each, an "Order") describing the Provider Services that Provider agrees to provide to Client. The parties hereby agree as follows:

1. **Services and Orders.** The services are the automated services, business process services or other related services agreed to in the applicable Order) and provided by Provider (the "Services"). Orders may be executed by Client and Provider or by Client and a Provider Affiliate (as defined in Rule 405 of the Securities Act of 1933), must incorporate this Agreement by reference, shall govern and control in case of conflict with any other agreement, and in conjunction with this Agreement shall form a separate agreement between Client and Provider or between Client and the Provider Affiliate that executes the applicable Order. Client shall look only to the Provider Affiliate that executes the Order with respect to any right or obligation with respect to such Order. By executing an Order or using or accessing the Services, Client agrees to be bound by this Agreement.

Use of the Services by the United States Government or other governmental agencies shall be as "restricted computer software" or "limited rights data" as set forth in 48 CFR 52.227-14, or as "commercial computer software" or "commercial computer software documentation" under DFARS 252.227-7202, or under such other similar applicable terms and conditions to prevent the transfer of rights in and to the technology to the government or such agency other than under normal commercial licensing terms and conditions. Contractor/manufacture is Intrado Interactive Services Corporation, 11808 Miracle Hills Dr., Omaha, NE 68154.

2. **Term and Termination.**

2.1. **Term.** This Agreement will continue from the Effective Date until the expiration or termination of the latest-ending Order. Each Order will specify its duration (each an "Order Term"). The termination of any Order shall not otherwise effect this Agreement or any other Order.

2.2. **Termination of an Order For Cause.** Any Order may be terminated as follows: (a) by either party upon the failure by the other party to perform any material obligation related to such Order that is not cured within thirty (30) days after receipt of written notice and demand for cure from the affected party; (b) by either party upon the violation by the other party of any applicable state or federal law, statute, rule or regulation in relation to its performance of the Order; provided that such right to terminate shall only be available for 30 days from the time that the non

violating party is aware or should have been aware of such breach; or (c) by Provider, upon fourteen (14) days written notice if undisputed payments are in arrears. In addition, Provider may take any or all of the following actions any time undisputed payments are more than fourteen (14) days in arrears: (i) suspend the Services; or (ii) withhold data, materials or reports.

3. **Charges.** Client agrees to pay for the Services in accordance with the rates set forth in the applicable Order in addition to all applicable taxes, fees and surcharges set forth on Client's invoice. Any sum due Provider hereunder will be due and payable via electronic funds (ACH, EFT or wire) or check thirty (30) days from the date of invoice. Client will pay interest on all past due sums at a rate which is the lesser of one and a half percent (1.5%) per month, or the highest rate allowed by law. In the event part of an invoice is in dispute, Client agrees to pay the undisputed portion of the invoice and make a note on the invoice regarding the disputed portion within thirty (30) days from the date of invoice, otherwise Client will be deemed to agree to such charges and Provider will not be subject to making adjustments to charges or invoices.

4. **Maintenance of Service.** Provider agrees to provide and maintain the Services in a workmanlike manner customary for service providers in the industry. Provider does not warrant or guarantee in any way the results from the Services. Client agrees to provide and maintain systems and materials reasonably required by Provider to perform the Services, including as applicable, but not limited to: Client or third party databases; Client or third party software, hardware, systems, routing and network addresses and configurations; and key contacts for problem escalation (collectively the "Client Systems and Materials"). Provider shall not be liable hereunder relating to the Client Systems and Materials including the failure by Client to timely provide the Client Systems and Materials.

5. **Representations And Warranties.**

5.1. Each party represents and warrants to the other that: (a) its execution and performance of this Agreement and the applicable Order will not violate any provision of law, rule, regulation to which such party is subject; and (b) such party will comply with all laws, rules and regulations pursuant to which such party conducts its business.

5.2. Each party represents and warrants to the other that: (a) it has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and the applicable Order; (b) the execution, delivery and performance of this Agreement and the applicable Order have been duly authorized by such party; (c) no approval, authorization or consent of any governmental or regulatory authority is required to be obtained by it in order for it to enter into and perform its obligations under this Agreement and the applicable Order; and (d) the signatory to this Agreement and the applicable Order possesses all necessary authority to enter into the Agreement and

applicable Order.

5.3. Client represents and warrants that: (a) the Client Systems and Materials, all representations to be made by Provider as a part of Client's programs, and the content, timing, recipients and nature of all programs (including outbound communications and promotions and advertising to induce calls to Client's programs) will be in compliance with all laws, rules, regulations; and (b) Client is solely responsible for the content and rights to use the Client Systems and Materials and Provider's use of the Client Systems and Materials shall not violate the rights of any third party or any law, rule or regulation. Client specifically acknowledges and agrees that Provider has not and is not expected to provide Client with any analysis, interpretation or advice regarding the compliance of any aspect of Client's Materials or programs with any third party rights or laws, rules, or regulations. Upon request, Client shall provide reasonable proof of compliance with the provisions set forth in this section and Provider shall have no obligation to provide Services where Provider reasonably believes that Client has not so complied.

5.4. Provider represents and warrants that Provider can grant the licenses, and privileges granted by this Agreement ("Licensed Materials"). Provider expressly disclaims any warranty of merchantability or fitness of the Licensed Materials for a particular purpose and any other warranty, including that the Licensed Materials will not infringe any patent or other proprietary right. Provider further represents and warrants that Provider has no actual knowledge of any infringement claims filed against Provider for practicing the Licensed Materials anywhere in the world. Except as set forth in this section, Provider makes no representation, express or implied, with regard to infringement of any Licensed Materials. The Licensed Materials are provided "AS IS."

6. License and Content.

6.1. Subject to Client's compliance with the terms and conditions of this Agreement, Provider hereby grants Client a non-exclusive license during the applicable Order Term to use the Services set forth in the applicable Order. Except as specifically set forth herein, Provider or its suppliers retain all right, title, and interest, including all intellectual property rights, relating to or embodied in the Services, including without limitation all technology, telephone numbers, web addresses, software, or systems relating to the Services. Client agrees not to reverse engineer, decompile, disassemble, translate, or attempt to learn the source code of any software related to the Services. Other than using the Services for Client's internal business purposes, Client may not resell the Services or otherwise generate income from the Services.

6.2. Client is solely responsible for the information or content submitted, posted, transmitted or made available through its use of the Services ("Content"). Client may use the Services to transmit Content or direct Provider to make contacts via any channel (in either case "Messages") to, or with, recipients (the "Recipients"). Client is responsible for maintaining the confidentiality of its accounts and owner numbers and necessary codes, passwords and personal identification numbers used in conjunction with the Services and for all uses of the Services in association with its accounts whether or not authorized by it

including unintended usage due to holidays, daylight savings, computer clock errors or similar circumstances. Client acknowledges and agrees that Provider does not control nor monitor the Content nor guarantee the accuracy, integrity, security or quality of such Content. Use of recording or taping any use of the Services may subject Client to laws or regulations and Client is solely responsible for and obligated to provide any required notification to those being recorded or taped.

6.3. Client represents and warrants that: (a) it has the legal right to use all Content and send all Messages to the Recipients (including obtaining any required consents from the Recipients) and the content, timing and purpose of all Messages, campaigns and programs are in compliance with all applicable laws, rules and regulations; (b) it is the transmitter of all Content and Messages and Provider is merely acting at Client's direction as a technology conduit for the transmission of the Content and the Messages; (c) Provider's use of the Content shall not violate the rights of any third party or any law, rule or regulation and (d) it will not transmit or allow to be transmitted any Content or Messages that: (i) it does not have a right to make available under any law or under contractual or fiduciary relationship; (ii) are false, inaccurate, misleading, unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable; harmful to minors in any way; (iii) infringe any patent, trademark, trade secret, copyright, or other proprietary rights or rights of publicity or privacy of any party; (iv) utilize any unsolicited or unauthorized advertising, promotional materials, "junk mail", "spam", or any other forms of solicitation; or (v) interfere with or disrupts the Services or servers or network operator networks. Client and Provider will comply with the Family Educational Rights and Privacy Act ("FERPA") and Client will indemnify Provider in the event that it is not found to be a "School Official" (as that term is used in FERPA and its implementing regulations).

6.4. Client further represents and warrants that: (a) it has prior express consent to contact each wireless phone number delivered by Client to Provider in connection with the provision of any Services delivering a prerecorded message or text, ("Notification Services") and that the intended contact recipient is the current subscriber to, or the non-subscriber customary user of, the wireless phone number. Upon request by Provider, Client shall promptly provide, in writing, proof of prior express consent and Client's processes for consent management; (b) it (1) has incorporated an interactive opt-out mechanism as part of any program relating to any Notification Services or (2) the contacts that are the subject of such Notification Services are not initiated to induce the purchase of goods or services or to solicit a charitable contribution ("Solicitations"), and (c) it has obtained from the recipient of any Solicitation an express written agreement that meets the requirements set forth in Section 310.4(b)(1)(v)(A) of the FTC's Telemarketing Sales Rule.

6.5. Client acknowledges and agrees that where Provider reasonably believes that Client may not have complied with all laws, rules and regulations applicable to the performance of Notification Services, Provider may, at its option: (i) scrub all numbers against any appropriate data base deemed necessary to

remove all wireless phone numbers; (ii) insert an interactive opt-out mechanism and pass the resulting data to client, or (iii) not provide any Notification Services.

6.6. Client shall indemnify, defend and hold Provider, its affiliates and their officers, directors, employees and agents harmless from and against any and all claims of loss, damages, liability, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or resulting from Provider following Client's instructions in sending the Messages or Client's breach of any representation and warranty set forth in Sections 6.2 – 6.6.

7. Confidentiality and Proprietary Information.

7.1. Each party may disclose (the "Discloser") confidential and proprietary information ("Confidential Information") to the other party (the "Recipient"). In each such case, the Recipient shall hold such Confidential Information in confidence and shall not disclose such Confidential Information except to a party's Affiliates, employees or agents who have a need to know such Confidential Information in order to perform such party's obligations under this Agreement. Client's Confidential Information shall include of all information relating to the trade secrets or business affairs of Client including consumer data, merchandising plans, marketing plans and product design and information. Provider's Confidential Information shall include the computers, systems and software operating the Service and all documentation, development tools, phone numbers, know-how and data related thereto, and any derivative works thereof as well as physical property, analytical procedures, techniques, skills, ideas, models, research, development, trade secrets or business affairs of Provider, its Affiliates or their employees, suppliers or agents. Neither party shall have any rights in the other party's Confidential Information and shall return or destroy all such Confidential Information upon the termination of the applicable Order or the request of the Discloser. Notwithstanding the foregoing, the parties acknowledge that Recipient shall not be required to return to Discloser or destroy those copies of Confidential Information residing on Recipient's backup, disaster recovery, or business continuity systems and the obligations hereunder with respect to such Confidential Information shall survive until such Confidential Information is destroyed.

7.2. Notwithstanding any other term hereof, the term "Confidential Information" shall not include information that: (a) was already in the lawful possession of the Recipient prior to receipt thereof, directly or indirectly, from the Discloser; (b) lawfully becomes available to Recipient on a non-confidential basis from a source other than Discloser that is not under an obligation to keep such information confidential; (c) is generally available to the public other than as a result of a breach of this Agreement by Recipient or its representative(s); or (d) is subsequently and independently developed by employees, consultants or agents of the Recipient without reference to the Confidential Information disclosed hereunder. In addition, a party shall not be considered to have breached its obligations by disclosing Confidential Information of the other party as required to satisfy any request of a competent governmental body provided that, promptly upon receiving any such request and to the extent that it may legally do so, such party advises the other party of the request prior to making such disclosure in order that the other

party may interpose an objection to such disclosure, take action to assure confidential handling of the Confidential Information, or take such other action as it deems appropriate to protect the Confidential Information.

8. Indemnification.

8.1. General Indemnity. Client shall indemnify, defend and hold Provider, its Affiliates and their officers, directors, employees and agents harmless from and against any and all third party claims of loss, damages, liability, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or resulting from: (a) a breach by Client of any term of this Agreement or an Order; (b) the Client Systems and Materials; (c) a claim relating to any defect in any product or service offered by Client, its Affiliates or any of their agents or customers ; or (d) all liabilities, demands, damages, expenses, or losses arising out of or resulting from any usage of the Licensed Materials.

Provider shall indemnify, defend and hold Client, its Affiliates and their officers, directors, employees and agents harmless from and against any and all third party claims of loss, damages, liability, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or resulting from a breach by Provider of any term of this Agreement or an Order. Nothing herein shall require the Provider to indemnify the Client for any claim or any portion of any claim that arises from the Client's reckless, wanton, wrongful, or otherwise negligent acts of the Client.

8.2. Provider Intellectual Property Indemnity. Provider will have the obligation and right at the entire expense of Provider to defend any claim, suit or proceeding brought against Client its Affiliates or their officers, directors, employees or agents so far as it is based on a third party claim that the Services supplied by Provider infringe a United States copyright or a United States patent issued as of the effective date of the applicable Order, provided that Provider will have no indemnity obligation or other liability hereunder arising from: (1) Client's willful, reckless, wanton, wrongful, or otherwise negligent acts; (2) breach of the Agreement or an Order or alteration of the Services as provided by Provider; (3) the Client Systems and Materials or Services that are based upon the Client Systems and Materials, or information, design, specifications, directions, instruction, software, data, or material not furnished by Provider; (4) combination of the Services with the Client Systems and Materials or any materials, products or services not provided by Provider; or any (5) third party products or services. Notwithstanding the foregoing, in order to be indemnified to the extent stated, the Client must operate the Licensed Materials within the instructions and technical limits provided or approved by the Provider. If such a claim is or is likely to be made, Provider will, at its own expense and sole discretion, exercise one or the following remedies: (1) obtain for Client the right to continue to use, the Services consistent with this Agreement; (2) modify the Services so they are non-infringing and in compliance with this Agreement; (3) terminate the applicable Services without liability for such termination other than the ongoing indemnity obligation hereunder. The foregoing states the entire obligation of Provider and its suppliers, and the exclusive remedy of Client, with respect to infringement of proprietary rights.

8.3. Indemnification Procedure. The party claiming indemnification shall: (a) provide prompt written notice to the indemnifying party of any claim in respect of which the indemnity may apply; (b) relinquish control of the defense of the claim to the indemnifying party; and (c) provide the indemnifying party with all assistance reasonably requested in defense of the claim. The indemnifying party shall be entitled to settle any claim without the written consent of the indemnified party so long as such settlement only involves the payment of money by the indemnifying party and in no way affects any rights of the indemnified party. The indemnities set forth herein shall not apply to the willfulness on the part of the indemnified party or negligence of the indemnified party.

9. Miscellaneous.

9.1. Entire Agreement and Integration. This Agreement, in conjunction with the applicable Order and the Privacy Policy found at <http://www.schoolmessenger.com/privacy-policy>, constitutes the entire agreement between the parties to such Order with respect to the subject matter of this Agreement and the applicable Order and supersedes all prior agreements, discussions, proposals, representations or warranties, whether written or oral. The Agreement and Orders may be executed by fax, and/or in any number of counterparts, all of which shall together be considered an original and may be evidenced by a fax or scanned electronic (e.g. .pdf, .tif) copy.

9.2. Notices. Any notice to be provided shall be in writing and shall be deemed given: (a) if by hand delivery, upon receipt thereof, (b) if mailed, three (3) days after deposit in the United States mail, postage prepaid, certified mail return receipt requested, or (c) if by next day delivery service, upon such delivery, or (d) if by facsimile transmission, upon receipt of such transmission, to the addresses or facsimile numbers set forth below the signature block or to such other addresses or facsimile numbers as either party may designate from time to time by written notice to the other party hereto.

9.3. Assignment. This Agreement and Orders may not be assigned or transferred by a party thereto without the prior written consent of the other party thereto, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Provider may freely assign this Agreement and Orders to an Affiliate or to an acquirer of all or part of Provider's business or assets, whether by merger or acquisition.

9.4. Waiver. No course of dealing or failure of a party to enforce strictly any term or provision or to exercise any right, obligation, or option provided, will waive such term, provision, right, obligation or option.

9.5. Independent Contractors. The Agreement and Orders are not a joint venture or partnership, and each party is entering the relationship as a principal and not as an agent of the other. The parties hereto agree that Provider is an independent contractor in performing the Services.

9.6. Choice of Law. This Agreement and Orders shall be governed under the laws of Nebraska without regard for its choice of law principles. Client agrees that any legal action involving this Agreement or Orders in any way will be instituted in a court of competent jurisdiction located in Douglas County, Nebraska, and

Client consents to jurisdiction of the state or Federal courts in the State of Nebraska over Client's person for purpose of such legal action.

9.7. Enforcement. All users of the Services must adhere to the terms of this Agreement. Provider has the right, but is not obligated, to strictly enforce this Agreement through self-help, active investigation, litigation and prosecution. Provider may also access and disclose any information (including transactional information) related to Client's access and use of our website or network for any lawful reason, including but not limited to: (1) responding to emergencies; (2) complying with law, rule or regulation (e.g., a lawful subpoena); (3) protecting our rights or property and those of our customers; or (4) protecting users of those services and other carriers from fraudulent, abusive, or unlawful use of, or subscription to, such services.

9.8. Recording. Client agrees that all calls may be recorded or monitored by Provider at Provider's option. Such recording or monitoring shall not violate any state or federal law.

9.9. Taxes. Provider shall add to each invoice and Client shall pay any sales, use, excise, value-added, gross receipts, services, labor related, consumption and other similar taxes or surcharges, however designated, that are levied by any taxing authority in connection with the provision or use of Services under this Agreement or any Order. If at any time during the Term of this Agreement or any Order, Provider believes that it is required by law to collect any new or additional taxes for which Client would be responsible for paying, Provider shall notify Client of such taxes, collect such taxes directly from Client and remit such taxes to the appropriate governmental authority. If any taxing authority determines at any time that Provider has incorrectly determined any tax liability regarding taxes for which Client is responsible pursuant to this Agreement or any Order, Provider shall have the right to invoice Client for such taxes determined by such taxing authority to be due and owing. If Client is exempt from taxes, Client shall provide a copy of any documentation evidencing such exemption before it begins to receive any of the Services.

9.10. Severability. If any provision of this Agreement or the applicable Order is held invalid or unenforceable at law, such provision shall be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable and the remainder of this Agreement and the applicable Order will continue in effect and be valid and enforceable to the fullest extent.

9.11. No Third party Beneficiaries. This Agreement and Orders are for the sole benefit of the parties to such Order and are not intended to, nor shall it be construed to, create any right or confer any benefit on or against any third party.

9.12. Identification, Advertising & Publicity. Client agrees that it will not identify Provider as the provider of the Services to the media or any governmental, regulatory, or other official without prior notice to Provider and Provider's prior consent, unless required by legal process, law, rule or regulation, in which case Client shall still notify Provider of such requirement. Except for materials already made public, neither party will distribute any news releases, articles, brochures, speeches, or advertisements concerning this Agreement or Order Forms, nor use the other

party's name or trademarks (or any variation thereof), without the other party's prior written consent. Customer agrees that after execution of this Agreement, subject to Customer's review and written consent, such consent not to be unreasonably withheld, conditioned or delayed, Provider shall have the right to place advertisements in financial and other newspapers and journals and in marketing materials at its own expense describing its services to Customer hereunder. Notwithstanding the foregoing, upon such public announcement, Provider shall, without the Customer's further consent, have the right to include a "tombstone" with respect to such transaction on its Web site or in any "pitch-book" or similar marketing materials to the extent such tombstone does not include any information not previously publicly disclosed by Customer (or by Provider pursuant to this provision).

9.13. Interpretation. "Including" means "including, without limitation", and "days" refers to calendar days. This Agreement and each Order is the joint work product of the parties thereto, and no inference may be drawn or rules of construction applied against either party to interpret ambiguities. If any terms of this Agreement and an Order conflict, the terms of the Order will govern for that Order only. No preprinted or form terms, including on any purchase order, will apply.

9.14. Force Majeure. Neither party shall be liable for delays and/or defaults in its performance (other than Client's obligation to pay fees for Services performed) due to causes beyond its reasonable control, including, but without limiting the generality of the foregoing: acts of god or of the public enemy; fire or explosion; flood; stability or availability of the Internet; the elements; telecommunication system failure; war; technology attacks, epidemic; acts of terrorism; riots; embargoes; quarantine; viruses; strikes; lockouts; disputes with workmen or other labor disturbances; total or partial failure of transportation, utilities, delivery facilities, or supplies; acts or requests of any governmental authority; or any other cause beyond its reasonable control, whether or not similar to the foregoing.

9.15. Amendments. Each amendment, change, waiver, or discharge shall only be valid if made in writing by authorized representatives of all applicable parties.

9.16. Survival. All provisions of this Agreement or any Orders which by their nature should survive termination shall survive termination including Sections 2, 3, 5, 6, 7, 8 and 9 of this Agreement.

9.17. Each party will comply with all applicable personal data protection and privacy laws where such party is located (the "Data Protection Laws"). The parties acknowledge and agree that: (i) PROVIDER may have access to personal data under the Data Protection Laws and will: (a) use it solely for the purpose of providing the Services; (b) process it only in accordance with Client's instructions; and (c) take appropriate technical and organizational measures to prevent unauthorized or unlawful processing, accidental loss, destruction or damage to it; (ii) personal data may be processed by PROVIDER and its affiliates in the United States, Canada and throughout the world; and (iii) Client is the data controller and retains full responsibility for the data processed on its behalf by PROVIDER acting as data processor. If client is located in the State of Connecticut, the

Connecticut Student Data Privacy Contract set forth at <http://www.schoolmessenger.com/ctsdp> is incorporated by reference herein.

10. Limited Warranty and Limitation of Liability.

10.1. EXCEPT AS EXPRESSLY PROVIDED HEREIN, PROVIDER MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES, AND PROVIDER EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. PROVIDER EXPRESSLY DENIES ANY REPRESENTATION OR WARRANTY ABOUT THE ACCURACY OR CONDITION OF DATA OR THAT THE SERVICES OR RELATED SYSTEMS WILL OPERATE UNINTERRUPTED OR ERROR-FREE.

10.2. NO CAUSE OR ACTION WHICH ACCRUED MORE THAN TWO (2) YEARS PRIOR TO THE FILING OF A SUIT ALLEGING SUCH CAUSE OF ACTION MAY BE ASSERTED UNDER THIS AGREEMENT BY EITHER PARTY.

10.3. EXCEPT FOR THE PARTIES' PAYMENT OBLIGATIONS, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OR LOSS OF GOODWILL, DATA OR PROFITS, OR COST OF COVER. THE TOTAL LIABILITY OF PROVIDER FOR ANY REASON, SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID TO PROVIDER BY CLIENT UNDER THE Order APPLICABLE TO THE EVENT GIVING RISE TO SUCH ACTION DURING THE SIX (6) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY. THE LIMITS ON LIABILITY IN THIS SECTION SHALL APPLY IN ALL CASES INCLUDING IF THE APPLICABLE CLAIM ARISES OUT OF BREACH OF EXPRESS OR IMPLIED WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR STRICT PRODUCT LIABILITY, AND EVEN IF THE PARTY HAS BEEN ADVISED THAT SUCH DAMAGES ARE POSSIBLE OR FORESEEABLE.

Agreed to as of the date below:

For Provider: Intrado Interactive Services Corporation

Signature Date

Name and title

For Client
Insert Client name: _____

Signature Date

Name and title

Sample SchoolMessenger SafeMail Human Monitoring Service: Service Level Agreement

This Service Level Agreement (SLA) for SchoolMessenger Safemail Human Monitoring Service is made by Intrado Interactive Services Corporation dba SchoolMessenger (“SchoolMessenger”) in connection with, and is part of, the Client’s underlying Agreement, the terms of which are hereby incorporated by reference into this SLA and vice versa.

This SLA establishes the understanding for SchoolMessenger to provide Human Monitoring Services.

1. Scope of Services

- a. SchoolMessenger shall monitor email communications to and from students within the Client’s SchoolMessenger network during the hours of coverage indicated in section 5 of this SLA.
- b. For Google Apps for Education Clients, SchoolMessenger shall monitor student Google Drive files and edits within the Client’s system during the hours of coverage indicated in section 5 of this SLA.
- c. A SchoolMessenger Human Monitor (“Monitor”) shall notify the Client’s HMS Administrator and/or Designated Emergency Contacts regarding any reportable content in accordance with this SLA.
- d. Use of student email accounts shall be limited to those individuals granted access/permissions by the Client. The Client shall be solely responsible for the assignment of email accounts, passwords or access codes, and the enforcement of user access security.
- e. SchoolMessenger shall use commercially reasonable efforts to assist the Client in identifying any known security breach, but SchoolMessenger shall not be liable to the Client or to any user for any inability, failure, or mistake in connection with such assistance.
- f. SchoolMessenger shall not make this Human Monitoring Service available until the Client has provided SchoolMessenger with the identity of and contact information for their HMS Administrator and Designated Emergency Contacts, pursuant to a completed and submitted *HMS Service Configuration Form*.
- g. SchoolMessenger provides this Human Monitoring Service to the Client in order to assist it in the protection of their students. To that end, SchoolMessenger shall undertake every commercially reasonable effort to update its monitoring services to maximize detection of unsafe, graphic and/or obscene communications to or from the Client’s students. **However, SchoolMessenger does not warrant, represent and/or guarantee that all unsafe communications can or will be detected through the monitoring of these student communications.**

2. Definitions

- a. HMS Administrator/ Primary Contact: the individual designated by the Client as the primary communication contact between SchoolMessenger and the Client and who shall manage and operate the SchoolMessenger accounts, security, and access on behalf of the Client’s

email account users. This individual will also receive SchoolMessenger's HMS email referrals concerning flagged content in accordance with this SLA.

- b. Designated Emergency Contacts: individuals designated by the Client to be contacted in cases where an imminent threat to student safety has been reported in accordance with this SLA and the primary contact cannot be reached.
- c. SchoolMessenger Human Monitors: SchoolMessenger representatives trained in monitoring email communication and student Google Drive content through the HMS.
- d. Working Hours: 24 (twenty-four) hours a day, 7 (seven) days a week, excluding the following: December 24th at 5pm (Eastern Time Zone) to December 26th at 8am (Eastern Time Zone).

3. Administrative Access Permissions

- a. SchoolMessenger's Human Monitoring Service is provided to the Client in accordance with the tiered administrator access permissions selected and configured by the Client pursuant to their access and security needs. All such access permissions, and any changes to same, shall be controlled by the Client.

4. HMS Administrator/ Primary Contact

- a. Prior to initiating Human Monitoring Services, SchoolMessenger requires that the Client identify and provide contact information for their designated HMS Administrator, as defined in paragraph 2.

5. Designated Secondary Emergency Contacts

- a. Prior to initiating Human Monitoring Services, SchoolMessenger requires that the Client identify at least two (2) Designated Secondary Contacts, including their **after-hours contact information** and order of precedence.
- b. If there is a change in any of this information, the Client must immediately notify SchoolMessenger of any such changes. The Client's failure to do so may result in a delay or inability of SchoolMessenger to comply with this SLA.

6. Human Monitoring Service Levels

a. **Scope of Monitoring**

i. **Emails Filtered**

- 1. All emails to or from student email accounts will be monitored and filtered.
- 2. SchoolMessenger's HMS provides passive filtering whereby emails are reviewed after the fact and there is no interference with the delivery of the message.

-
3. Emails will be initially monitored by an automated word-based filtering system. Only emails that are flagged by the automated system will be subsequently reviewed by human monitors.
 - a. This filtering system is internally and actively maintained by SchoolMessenger's HMS staff; however, some arguably relevant emails may be missed if they do not contain a relevant keyword/phrase currently in the list.
 4. Emails will also be monitored by Google Cloud Natural Language API, an automated third-party text filtering system.
 5. Emails and attachments will be sent to an automated image filter. Images characterized by this filter as being possibly pornographic in nature will be referred to a human monitor for further review.
 6. Emails flagged as SPAM by the Client's SPAM filters will not be subject to further review.

ii. **Google Drive Content Filtered**

1. All files within students Google Drive will be passively filtered.
2. Only Google Docs, Sheets, Slides, Microsoft Office Documents, Text Files, and Images that have been modified since the last scan will be filtered.
3. SchoolMessenger's HMS provides passive filtering whereby documents are reviewed after the fact and there is no interference with them.
4. Document content will be initially monitored by an automated word-based filtering system. Only emails that are flagged by the automated system will be subsequently reviewed by human monitors.
 - a. This filtering system is internally and actively maintained by SchoolMessenger's HMS staff; however, some arguably relevant files may be missed if they do not contain a relevant keyword/phrase currently in the list.
5. Document content will also be monitored by Google Cloud Natural Language API, an automated third-party text filtering system.
6. Emails and attachments will be sent to an automated image filter. Images characterized by this filter as being possibly pornographic in nature will be referred to a human monitor for further review.
7. Students will identified as belonging to an Organizational Unit that HMS filtering rules have been setup as instructed by the client.

iii. **Content Review**

1. Content will be reviewed by SchoolMessenger Human Monitors **24 (twenty-four) hours a day, 7 (seven) days a week, excluding the following: December 24th at 5pm (Eastern Time Zone) to December 26th at 8am (Eastern Time Zone).**

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2. Monitors will review a message within 24 hrs of receipt.
 3. In the case of extraordinary circumstances, as described in section Limitations, emails will be reviewed by SchoolMessenger human monitors within 48 hours.

iv. Human Monitoring Process and Action Plan

1. Upon review, if an email is determined to be of concern, the human monitor will classify the content as follows:
 - a. Urgent / Time Critical;
 - i. Threat of Imminent Violence
 - ii. Threat of Imminent Suicide / Suicidal Ideation
 - b. Non-Urgent
2. Once classified in accordance with the above, the Human Monitor will take the following actions:
 - a. Urgent / Time Critical
 - i. The human monitor will immediately email and phone the HMS Administrator, identifying the matter as of the highest importance;
 - ii. If unable to confirm contact with the HMS Administrator, whether by email or by phone, the human monitor will resend the above noted email and cc the Designated Emergency Contacts, and will continue to attempt phone contact with the HMS Administrator;
 - iii. If the human monitor is still unable to confirm contact with the HMS Administrator or Designated Emergency Contacts, he or she will also contact the Client's Designated Emergency Contacts by phone and will leave a voicemail if unable to make contact.
 - b. Non-Urgent
 - i. Email the Client's HMS Administrator.
3. Any such emails will include a copy of the relevant content along with the category classification and contact information for the assigned human monitor. If the Client has any questions or concerns regarding a given email, they should contact the assigned human monitor as soon as possible.
4. If a human monitor determines that a flagged content is not reportable, it will be categorized and resolved/closed without further review or referral.
5. Content identified as SPAM will be deleted.
6. If required by law, School Messenger Solutions will report content to the appropriate authorities.

v. Email Notifications Requiring Log-in Credentials to View Content

1. Reviewed content that requires log-in credentials in order to view content and/or attachments will NOT be reviewed by a human monitor. For example: Facebook, YouTube, Google Docs, etc.

vi. Retention

1. All content that have been reviewed by a human monitor will be recorded and tracked though SchoolMessenger's ticket tracking system. This does not include any content identified by a human monitor as SPAM and deleted.
2. Records of messages that were reported to the Client will be archived and retained by SchoolMessenger for 7 (seven) years.

vii. Client Escalation

1. If the Client has any questions or concerns regarding the classification of any particular referral, the Client should direct their initial inquiry to the assigned human monitor.
2. If the Client is unsatisfied with the response given and/or the resolution proposed by the human monitor, they can escalate the matter further using the escalation process set out in paragraph 11(b) of this SLA.

7. Client Feedback

- a. If the Client feels that a message was missed or mischaracterized by SchoolMessenger's human monitoring team, or if they have any other feedback, whether general or specific, regarding their Human Monitoring Service, they can send an email the SchoolMessenger HMS team at info@SchoolMessenger.com with any such suggestions and examples of same.

8. Family Educational Rights and Privacy Act (FERPA)

- a. In accordance with FERPA, SchoolMessenger shall not disclose any student's education records, personal identifiable information, or other related records monitored, maintained and retained by SchoolMessenger through the Human Monitoring Service without prior authority, or as required under applicable law. SchoolMessenger shall maintain the privacy and confidentiality of all student education records and shall allow the Client's legal designates to inspect and review the student education records upon request. SchoolMessenger shall not disclose or transmit student education records or information to any unauthorized party without the prior consent of the student, guardian and/or the Client's legal designates, or by court order, administrative order, or subpoena. SchoolMessenger shall not be responsible for any violations of FERPA unless such violation is the result of the intentional and willful act of SchoolMessenger.

9. Maintenance & Downtime

- a. SchoolMessenger guarantees that the SchoolMessenger HMS platform shall be available 98% of the time, excluding scheduled downtime for maintenance and unscheduled emergency downtime.
- b. SchoolMessenger will provide notice in advance of any maintenance and/or updates to the platform which may require an interruption of service and will undertake commercially reasonable efforts to schedule such downtime during off-peak hours.

10. Technical Support & Escalation

- a. SchoolMessenger 's technical support team is available from 8am to 9pm EST/EDT by phone, email and live chat, as well as 24/7 emergency pager support.
- b. The following SchoolMessenger contacts are available if an issue or inquiry requires escalation beyond any given human monitor or technical support representative:

11. Limitations

- a. This SLA and any applicable service, performance or availability guarantees do not apply in the following circumstances:
 - i. Due to factors outside of SchoolMessenger's control, including but not limited to natural acts of God, acts of any governmental body, unavailability of or interruption or delay in telecommunications or third-party services, virus attack or hackers, failure of third-party software or inability to obtain raw materials, supplies or power used in or equipment needed for provision of this SLA;
 - ii. That result from the Client's and/or third-party hardware or software;
 - iii. Resulting from outages between SchoolMessenger's Internet Connectivity Provider and SchoolMessenger's web and/or email servers;
 - iv. Relating to Domain Name Server (DNS) issues outside the control of SchoolMessenger;
 - v. Due to scheduled downtime, including upgrades and emergency maintenance; or
 - vi. Due to any negligence, willful misconduct, or use of the services in breach of this SLA or related service contract.

12. Severability

- a. In the event that any part of this Agreement is deemed void, invalid, illegal or unenforceable, in whole or in part, the remaining provisions or parts shall continue in full force and effect.

13. Termination of Human Monitoring Services

- a. Either party may terminate the Human Monitoring Services provided under this SLA at any time by providing thirty (30) day notice of the intent to terminate. SchoolMessenger may also

terminate or suspend any and all such services immediately, without prior notice or liability, if the Client is in breach of any of the terms or conditions of this SLA.

