

VENDOR CONTRACT

Between _____ and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

Web Hosting, Services or Content Management

CONTRACT #2092216

General Information

The vendor contract shall include the contract, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS contract, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued.

The following pages will constitute the contract between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final contract.

The Vendor Contract ("Contract") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectfully) a government cooperative purchasing program authorized by the Region VIII Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This contract consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

Definitions

PURCHASE ORDER is the TIPS member's approval providing the authority to proceed with the negotiated delivery order under the contract. Special terms and conditions as agreed to between the vendor and TIPS member will be added as addendums to the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

PREMIUM HOURS are defined as those hours not included in regular hours or recognized holidays. Premium hours are to be approved by the TIPS member for each delivery order and noted in the delivery order proposal as a line item during negotiations.

REGULAR HOURS are defined as those hours between the hours of 7 AM and 6 PM Monday thru Friday.

Terms and Conditions

Freight

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 Conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for all products. All equipment proposed shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support to TIPS members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

Contracts

All contracts and agreements between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

Contracts for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.

Davis Bacon Act requirements will be met when Federal Funds are used for construction and/or repair of buildings.

Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter:(1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States;(4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit

exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

Assignments of contracts

No assignment of contract may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or vendor assigned dealer.

Disclosures

1. Vendor 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.
2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in the TIPS program.
3. The vendor 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 Contracts

The contract is for one (1) year with an option for renewal for 2 consecutive years. Total term of contract can be up to 3 years if sales are reported through the contract and both parties agree.

Shipments

The Vendor shall ship ordered products within five (5) working days after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

Invoices

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS participant. Each invoice shall include the TIPS participant's purchase order number. The shipment tracking number or pertinent information for verification of TIPS participant receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS participant.

Payments

The TIPS participant will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice.

Pricing

The Vendor contracts to provide pricing to TIPS and its participating governmental entities that is the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the contract.

The Vendor agrees to promptly lower the cost of any product purchased through TIPS following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the participation fee to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. The normal fee is 2%, but can be negotiated with the Vendor.

Participation Fees

Vendor or vendor assigned dealer contracts to pay the participation fee for all contract sales to TIPS on a monthly scheduled report. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS contract. Failure to pay the participation fee will result in termination of contract. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

- 1. Indemnity for Personality Contracts.** Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.
- 2. Indemnity for Performance Contracts.** The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and

hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractor, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this contract whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.

Attorney's Fees--Texas Local Government Code § 271.159 is expressly referenced.

Pursuant to §271.159, TEXAS LOC. GOV'T CODE, in the event that any one of the Parties is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.

Multiple Vendor Awards

TIPS reserves the right to award multiple vendor contracts for categories when deemed in the best interest of the TIPS membership. Bidders scoring 80% or above will be considered for an award. Categories are established at the discretion of TIPS.

State of Texas Franchise Tax

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the contract or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS participants will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on contract at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order occurs, TIPS is to be notified within 24 hours of receipt of order.

Cancellation for non-performance or contract deficiency

TIPS may terminate any contract if TIPS Members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. TIPS reserves the right to cancel the whole or any part of this contract due to failure by awarded vendor to carry out any obligation, term or condition of the contract. TIPS may issue a written deficiency notice to awarded vendor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;

- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving TIPS reason to believe that awarded vendor will not or cannot perform the requirements of the contract; and/or
- Performing work or providing services under the contract prior to receiving a TIPS reviewed purchase order for such work.

Upon receipt of the written deficiency, awarded vendor shall have ten (10) days to provide a satisfactory response to TIPS. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by awarded vendor under this contract shall become the property of the TIPS Member on demand.

TIPS Member Purchasing Procedures

Purchase orders are issued by participating TIPS member to the awarded vendor indicating on the PO "Contract Number". Purchase Order is emailed to TIPS at tipspo@tips-usa.com.

- Awarded vendor delivers goods/services directly to the participating member.
- Awarded vendor invoices the participating TIPS member directly.
- Awarded vendor receives payment directly from the participating member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report monthly).

Form of Contract

The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

Vendor contract documents: TIPS will review proposed vendor contract documents. Vendor's contract document shall not become part of TIPS's contract with vendor unless and until an authorized representative of TIPS reviews and approves it.

Licenses

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. TIPS reserves the right to stop

work and/or cancel contract of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

Novation

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of awarded vendor.

Site Requirements (when applicable to service or job)

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion.

Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

Persons working under contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

Invoices

The awarded vendor shall submit invoices to the participating entity clearly stating "Per TIPS Contract". The shipment tracking number or pertinent information for verification shall be made available upon request.

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this contract by awarded vendor must have prior approval from TIPS.

Supplemental agreements

The entity participating in the TIPS 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. TIPS, its agents, TIPS members and employees shall not be made party to any claim for breach of such agreement.

Survival Clause

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

Legal obligations

It is the responding vendor'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 thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Contract. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS.

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 fully 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.

Services

When applicable, performance bonds will be required on construction or labor required jobs over \$100,000 and payment bonds on jobs over \$25,000 or awarded vendor will meet the TIPS member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS member and added to the purchase order.

Scope of Services

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is okay if the TIPS member provides a general scope, but the awarded vendor should provide a written scope of work to the TIPS member as part of the proposal. Once the scope of the job is agreed to, the TIPS member will issue a PO with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the TIPS member. If special terms and conditions other than those covered within this solicitation and awarded contracts are required, they will be attached to the PO and shall take precedence over those in the base contract.

Project Delivery Order Procedures

The TIPS member having approved and signed an interlocal agreement, or other TIPS membership document, may make a request of the awarded vendor under this contract when the TIPS member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.

Upon notification of a pending request, the awarded vendor shall make contact with the TIPS member as soon as possible, but must make contact with the TIPS member within two working days.

Scheduling of Projects

Scheduling of projects (if applicable) will be accomplished when the TIPS member issues a purchase order that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS member inspect the work for acceptance under the scope and terms in the PO. The TIPS

member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS member will issue a completion notice and final payment will be issued.

Support Requirements

If there is a dispute between the awarded vendor and TIPS member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

Special Terms and Conditions

It is the intent of TIPS to contract with a reliable, high performance vendor to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- **Contracts:** All vendor purchase orders must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
 - **Promotion of Contract:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS contract is not acceptable to the terms and conditions of this contract and will result in removal of Vendor from Program. Vendor is expected to use marketing funds for the marketing and promotion of this contract.
 - **Daily Order Confirmation:** All contract purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS member (customer) within 24 business hours.
 - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1st of each month.
 - **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.
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Check one of the following responses to the General Terms and Special Terms and Conditions:

() We take no exceptions/deviations to the general and/or special terms and conditions.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

() We take the following exceptions/deviations to the general and/or special terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general or special terms and conditions that you are taking exceptions/deviations to. The proposer must clearly state if you are adding additional terms and conditions to the general or special terms and conditions. Provide details on your exceptions/deviations below:

Exceptions:

WEST INTERACTIVE SERVICES CORPORATION

TERMS & CONDITIONS

These Web Terms for Services (as defined below) apply to sales made by West 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.

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 to the extent permitted by applicable constitution, law or regulation, 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 obtained 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; (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. To the extent permitted by applicable constitution, law or regulation, 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. To the extent permitted by applicable constitution, law or regulation, 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 constitutes the entire agreement between the parties to such Order with respect to the subject matter of this Agreement and the applicable Order and supersede 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, five (5) 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 and without consent 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 the State in which the Client (TIPS member) resides, 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 nearest to the Client (TIPS member) and Provider consents to jurisdiction of the state or Federal courts in the above noted State over Provider'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. 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.

9.13. 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.

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

9.15. **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.

10. **Limited Warranty and Limitation of Liability.**

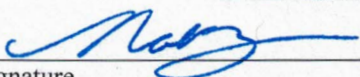
10.1. EXCEPT AS EXPRESSLY PROVIDED HEREIN, PROVIDER MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES, AND PROVIDER EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. PROVIDER EXPRESSLY DENIES ANY REPRESENTATION OR WARRANTY ABOUT 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: West Interactive Services Corporation

 09-26-2016
Signature Date

Nate Brogan, Senior Vice President
Name and title

For Client
Insert Client name: _____

Signature Date

Name and title

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Karen Walton Internal Support Specialist	Address	Region VIII Education Service Center	Address
Email	Karen.Walton@tips-usa.com		4845 US Highway 271	
Phone	(903) 575-2761		North	Contact
Fax	(866) 929-4402	Contact	Pittsburg, TX 75686	
Bid Number	2092216		Kim Thompson, TIPS	Department
Title	Web Hosting, Services or Content Management		Office Manager	Building
Bid Type	RFP	Department		Floor/Room
Issue Date	7/1/2016 08:01 AM (CT)	Building		Telephone
Close Date	8/12/2016 03:00:00 PM (CT)	Floor/Room		Fax
Need by Date		Telephone	+1 (866) 839-8477	Email
		Fax	+1 (866) 839-8472	
		Email	bids@tips-usa.com	

Supplier Information

Company SchoolMessenger & CivicLive
 Address 100 Enterprise Way
 Suite 300-A
 Scotts Valley, CA 95066

 Contact
 Department
 Building
 Floor/Room
 Telephone 1 (888) 7427702
 Fax 1 (866) 2046147
 Email rfp@civiclive.com
 Submitted 8/12/2016 02:39:48 PM (CT)
 Total \$0.00

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature Nate Brogan

Email nkbrogan@west.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Highly Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB? Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	
5	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	West Interactive Services Corporation is the trusted provider of SchoolMessenger and CivicLive solutions. Thousands of schools, educational institutions, and government entities in all 50 U.S. states and Canada depend on SchoolMessenger and CivicLive products and services. From notifications and websites to custom mobile apps and social media, educational institutions and municipal governments have relied on our platforms since 1999 to engage with their communities in multiple languages and on any device.
6	Primary Contact Name	Primary Contact Name	Joyce Whitby
7	Primary Contact Title	Primary Contact Title	Vice President of Sales (SchoolMessenger solutions)
8	Primary Contact Email	Primary Contact Email	JMWhitby@west.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8885275225
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8003607732
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	6318340825
12	Secondary Contact Name	Secondary Contact Name	Padraig O'Shea
13	Secondary Contact Title	Secondary Contact Title	Vice President (CivicLive solutions)
14	Secondary Contact Email	Secondary Contact Email	poshea@west.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8775193851

16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8003607732
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	4168396845
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Tatyana Heyfitch, Director of Planning and Development
19	Admin Fee Contact Email	Admin Fee Contact Email	theyfitch@west.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8885275225
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Accounting
22	Purchase Order Contact Email	Purchase Order Contact Email	accounting@schoolmessenger.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8885275225
24	Company Website	Company Website (Format - www.company.com)	www.west.com, www.schoolmessenger.com, www.civiclive.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	63-1078197
26	Primary Address	Primary Address	100 Enterprise Way, Suite 300A
27	Primary Address City	Primary Address City	Scotts Valley
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	CA
29	Primary Address Zip	Primary Address Zip	95066
30	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	website, web design, CMS, school platform, government platform, k12, communication, eGovernment solution, mobile, design services,
31	Yes - No	Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction) (If YES, vendor should download the Federal Regulations for Contracts document from the Attachments section, fill out the form and submit the document in the "Response Attachments" FEDERAL FUNDS section.) (Vendor must also download the Suspension or Debarment Certificate document from the Attachments section, fill out the form and submit the document in the "Response Attachments" SUSPENSION OR DEBARMENT section.)	Yes
32	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	No
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Omaha
34	Company Residence (State)	Vendor's principal place of business is in the state of?	Nebraska

35	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37)	(No Response Required)
36	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	Yes
37	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony? If answer is YES, a detailed explanation of the name(s) and conviction(s) must be uploaded to the "Response Attachments" FELONY CONVICTION section.	No
38	Pricing Information:	Pricing information section. (Questions 39 - 42)	(No Response Required)
39	Yes - No	In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. If answer is NO, include a statement detailing how pricing for TIPS participants would be calculated in the PRICING document that is uploaded to the "Response Attachments" PRICING section.	Yes
40	Yes - No	Pricing submitted includes the TIPS administration fee?	Yes
41	Yes - No	Vendor agrees to remit to TIPS the required administration fee?	Yes
42	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	Yes
43	Start Time	Average start time after receipt of customer order is ____ working days?	3
44	Years Experience	Company years experience in this category?	15
45	Resellers:	Does the vendor have resellers that it will name under this contract? (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	No
46	Prices are guaranteed for?	(__Month(s), __ Year(s), or Term of Contract) (Standard term is "Term of Contract")	Terms of Contract

Line Items

Response Total: \$0.00

2 CFR PART 200 Contract Provisions

Required Federal contract provisions of Federal Regulations for Contracts

The following provisions are required to be in place and agreed if the procurement is funded with federal funds. TIPS or its members are the subgrantee or subrecipient by definition in most cases. Not all provisions herein apply to all contracts. Compliance is required as it applies to the individual purchase contract.

Appendix II to Part 200

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

2 CFR PART 200

These contract provisions are incorporated by reference or attachment into all contracts with your company when TIPS or its members purchase is with federal funds if you respond to a TIPS competitive procurement request for proposals or bid..

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

Federal Rule (1) 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.

Notice: Pursuant to Federal Rule (1) above, when federal funds are expended by TIPS or its members, TIPS or its members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES NKB Initial of Authorized Company Official

Federal Rule (2) 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)

Pursuant to Federal Rule (2) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. TIPS OR ITS MEMBERS reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the TIPS OR ITS MEMBERS. Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other vendors when it is in the best interest of the District.

Does vendor agree? YES NKB Initial of Authorized Company Official

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

2 CFR PART 200 Contract Provisions

Pursuant to Federal Rule (3) above, when federal funds are expended by TIPS OR ITS MEMBERS, for all construction contracts awarded by grantees and their contractors or subgrantees, the proposer certifies that during the term of an award, when federal funds are expended, by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with Equal Opportunity Employment laws specifically Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

Does vendor agree? YES NKB Initial of Authorized Company Official

Federal Rule (4) 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.

Pursuant to Federal Rule (4) above, when federal funds are expended by TIPS OR ITS MEMBERS, during the term of an award for all contracts and subgrants for construction or repair, when Federal Funds are expended, by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with all provisions listed or referenced therein.

Does vendor agree? YES NKB Initial of Authorized Company Official

Federal Rule (5) 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.

Pursuant to Federal Rule (5) above, when federal funds are expended by TIPS OR ITS MEMBERS, the proposer certifies that during the term of an award by the TIPS OR ITS MEMBERS resulting from this procurement process for construction contracts awarded by grantees and subgrantees the proposer agrees to be in compliance with all requirements listed or referenced therein.

Does vendor agree? YES NKB Initial of Authorized Company Official

Federal Rule (6) 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

2 CFR PART 200 Contract Provisions

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.

Pursuant to Federal Rule (6) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires that the proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting from this procurement process the vendor agrees to the terms listed and referenced therein.

Does vendor agree? YES NKB Initial of Authorized Company Official

Federal Rule (7) 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).

Pursuant to Federal Rule (7) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires that the proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting from this procurement process the vendor agrees to the terms listed and referenced therein.

Does vendor agree? YES NKB Initial of Authorized Company Official

Federal Rule (8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award \$25,000 or greater (see 2 CFR 180.220) must not be made to parties listed on the governmentwide 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.

Pursuant to Federal Rule (8) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires the proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor certifies that they are not debarred from receiving a contract from the federal government as provided therein.

Does vendor agree they are not debarred as specified above ? YES NKB Initial of Authorized Company Official

Federal Rule (9) 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.

Pursuant to Federal Rule (9) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires the proposer certify that during the term and after the awarded term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor certifies to the terms included or referenced in Federal Rule 9 above.

2 CFR PART 200 Contract Provisions

Does vendor certify to the provisions in Federal Rule (9) above? YES NKB Initial of Authorized Company Official

Federal Rule (10) 2 CFR 200.233 Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Pursuant to Federal Rule (10) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires the proposer certify that the awarded vendor retain all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Does vendor agree? YES NKB Initial of Authorized Company Official

Federal Rule (11) 2 CFR §200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

Pursuant to Federal Rule (11) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with mandatory standards and policies relating to Procurement of recovered materials which are listed above.

Does vendor agree they will comply? YES NKB Initial of Authorized Company Official

Company Name West Interactive Services Corporation

Print name of authorized representative Nate Brogan, Senior Vice President

Signature of authorized representative 

Date August 10, 2016

Signature above acknowledges all provisions in this four page document and the vendor/proposer/bidder responses herein to the 11 rules.

Federal Requirements for Procurement and Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

If the TIPS member anticipate possibly using federal funds for procurement under this potential award and is required to obtain the following compliance assurance.

1. Will you be subcontracting any of your work under this award if you are successful?

(Check one)

YES or NO

2. If yes, do you agree to comply with the following federal requirements? (Check one)

YES or NO

2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Company Name West Interactive Services Corporation

Name of authorized representative Nate Brogan, Senior Vice President

Signature of authorized representative 

Date 08/10/2016

SUSPENSION OR DEBARMENT CERTIFICATE

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$25,000.00. Contractors receiving individual awards for \$25,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, this bidder:

Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the EDGAR, §200.212 Suspension and debarment.

Vendor Name: West Interactive Services Corporation

Vendor Address: 100 Enterprise Way, Suite 300-A Scotts Valley, CA 95066

Vendor E-mail Address: nkbrogan@west.com

Vendor Telephone: 1-888-527-5225

Authorized Company Official's Name: Nate Brogan

Signature of Company Official: 

Date: August 12, 2016

FELONY CONVICTION NOTICE

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice:

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

Complete only one of the three below: A or B or C.


I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Official: Nate Brogan, Senior Vice President
Print Authorized Company Official's Name

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

Signature of Authorized Company Official: _____

B. My firm is not owned nor operated by anyone who has been convicted of a felony:

Signature of Authorized Company Official: 

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

Signature of Authorized Company Official: _____

CONTRACT Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in compliance with the terms, specifications and conditions at the prices quoted unless noted in writing. The undersigned further certifies that he or she is an authorized agent of the company and has authority to negotiate and contract for the company named below.

Company Name: West Interactive Services Corporation

Mailing Address: 100 Enterprise Way, Suite 300-A

City: Scotts Valley


State: California

Zip: 95066

Telephone Number: (888) 527-5225

Fax Number: (800) 360-7732

Email Address: nbrogan@schoolmessenger.com

Authorized Signature: 

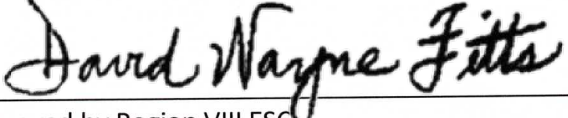
Printed Name: Nate Brogan

Position: Senior Vice President

This contract is for a total TERM of one year with the option of two additional years. Vendors shall honor the participation fee for any sales made based on the TIPS contract. Failure to pay the fee will be grounds for termination of contract and will affect the award of future contracts.


TIPS Authorized Signature

September 22, 2016
Date


Approved by Region VIII ESC

September 22, 2016
Date

West Proposal
Web Hosting, Services or
Content Management

Sample Contract

Prepared For:
Region VIII Education
Service Center

The Interlocal Purchasing System (TIPS)



Prepared By:
Nate Brogan
Senior Vice President

T: 1-888-527-5225 ext. 201

F: 1-800-360-7732

E: nkbrogan@west.com

100 Enterprise Way
Suite 300-A
Scotts Valley, CA 95066



WEST INTERACTIVE SERVICES CORPORATION

TERMS & CONDITIONS

These Web Terms for Services (as defined below) apply to sales made by West 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.

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

WEST INTERACTIVE SERVICES CORPORATION

TERMS & CONDITIONS

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 obtained 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; (b) it (1) has incorporated an interactive opt-out mechanism as part of any program relating

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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.

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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 constitutes the entire agreement between the parties to such Order with respect to the subject matter of this Agreement and the applicable Order and supersede 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

WEST INTERACTIVE SERVICES CORPORATION

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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. 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.

9.13. 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.

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

9.15. 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.

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

WEST INTERACTIVE SERVICES CORPORATION

TERMS & CONDITIONS

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: West Interactive Services Corporation

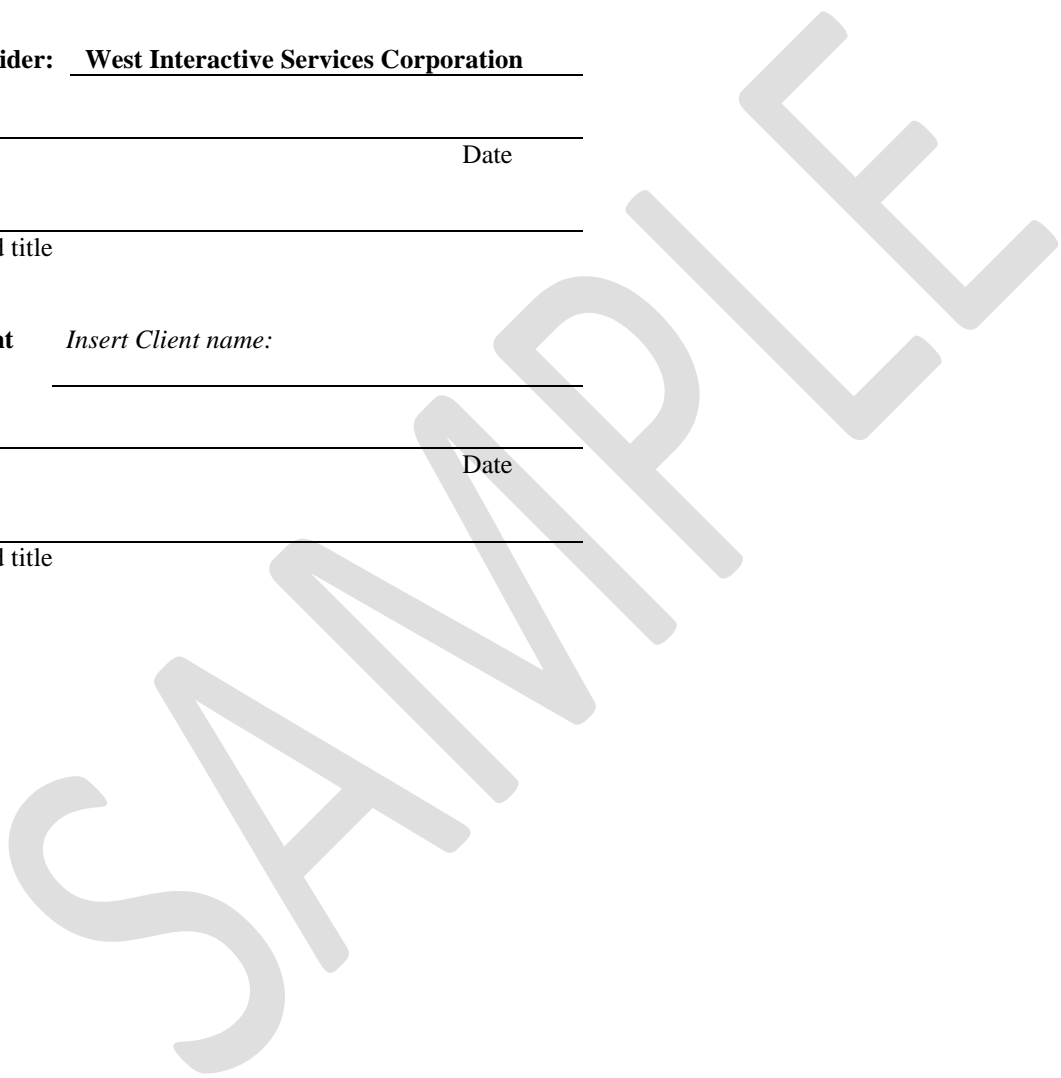
Signature Date

Name and title

For Client *Insert Client name:*

Signature Date

Name and title





Education group | SchoolMessenger solutions

www.schoolmessenger.com

1.888.527.5225

West Proposal
Web Hosting, Services or
Content Management

Prepared For:
Region VIII Education
Service Center

The Interlocal Purchasing System (TIPS)



Prepared By:
Nate Brogan
Senior Vice President

T: 1-888-527-5225 ext. 201
F: 1-800-360-7732
E: nbrogan@west.com

100 Enterprise Way
Suite 300-A
Scotts Valley, CA 95066



Cover Letter

August 12, 2016

The Interlocal Purchasing System (TIPS)
Attn: Region VIII Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686



Dear Review Committee:

We appreciate the opportunity to partner with R8 ESC and TIPS on the *Web Hosting, Services or Content Management* project. To meet the needs of your participating entities we are proposing our flexible K12 platform, *SchoolMessenger Presence*, and our cutting-edge eGovernment solution, *CivicLive Presence*. We are confident that both of these solutions will provide streamlined communication, tailored to the unique needs of your participating members.

Our goal has always been to ensure that our clients are able to quickly and easily connect with their communities in many languages and at any device. We are focused on delivering innovative technology supported by an award-winning service and support team. Our platforms, features, and functions have continued to evolve and 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.

As evidence of our qualifications, note that we:

- Are the Website / Content Management System (CMS) choice of thousands of schools, districts, educational organizations, counties, cities, and government entities across North America.
- Have proven Website / CMS success in large school districts like Baltimore County Public Schools (105k students, 168 schools), Aldine ISD (64k students, 77 schools), Seattle Public Schools (47k students, 100 schools), and many more.
- Deliver custom Website / CMS solutions to progressive counties, cities, and government entities like the State of Vermont's Fish and Wildlife Department, Pima County (1 million citizens), City of Tacoma (200k citizens), City of Vallejo (117k citizens), and many more.

Our company is committed to the success of education and government entities. We value our clients as partners in our effort to foster clear and streamlined communication channels. We look forward to carrying this vision forward and serving your constituent organizations.

Sincerely,

A handwritten signature in blue ink, appearing to read "Nate Brogan", with a horizontal line underneath.

Nate Brogan

Senior Vice President

West Interactive Services Corporation

100 Enterprise Way, Suite 300-A

Scotts Valley, CA 95066

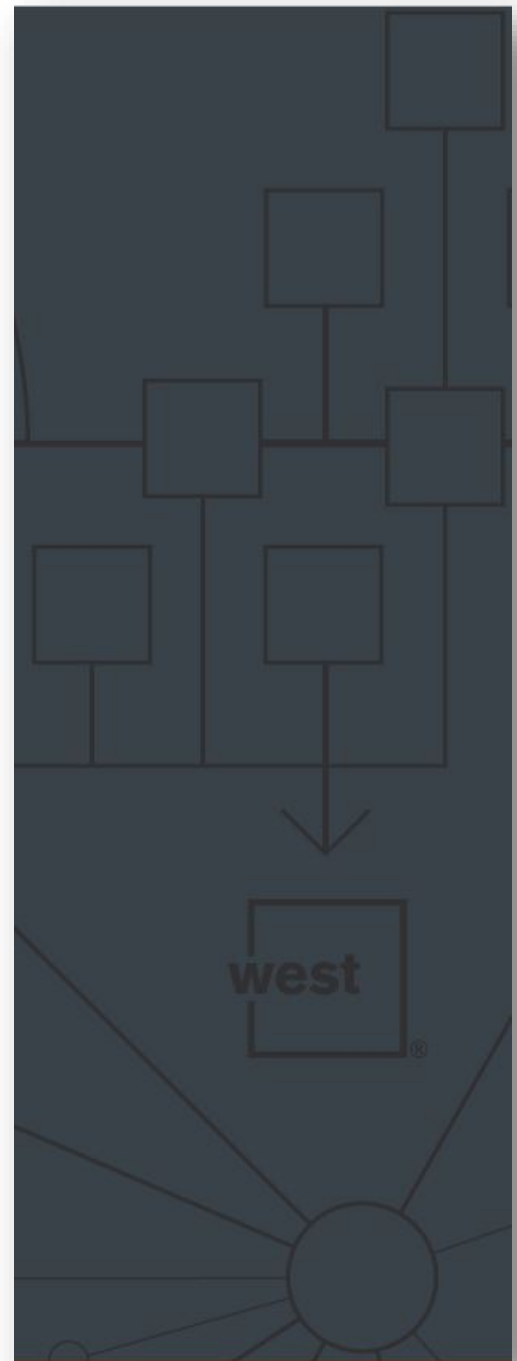
T: 1-888-527-5225 ext. 201

F: 1-800-360-7732

E: nbrogan@west.com

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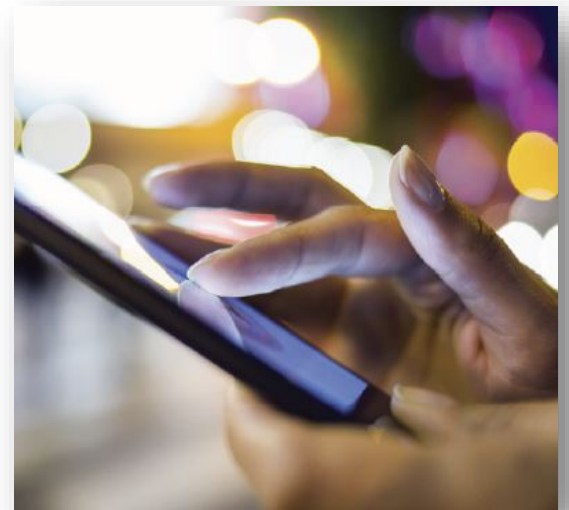
Executive Summary

At West Interactive Services Corporation, we appreciate the opportunity to display our Website / CMS platforms, *SchoolMessenger Presence* and *CivicLive Presence*, to exceed the expectations of R8 ESC and TIPS, as well as your constituent education and government entities. Evidence of West's unmatched value and usability is outlined throughout this proposal.



We understand that R8 ESC and TIPS is seeking the following:

- A service offering including web design, hosting, and a robust CMS with easy-to-use features for your participating entities;
- A secure platform with granular permissions, user logs, and full versioning and audit trails;
- A hosted solution that includes nightly managed backups, and that provides a minimum of 500 MB of internet connectivity;
- A system equipped with a native calendar tool capable of pushing and pulling content between calendars and websites;
- A platform equipped with Web 2.0 modules such as photo galleries, video and image embeds, slide shows, easy video integration, vodcast and podcast uploads, and extensive document and file storage and retrieval capabilities; and,
- A service offering that includes content migration, integration capabilities, training, and support services.



*West meets or exceeds 100% of these requirements,
while offering your participating members numerous value adds.*

To meet the needs of participating R8 ESC and TIPS entities, we are proposing:

■ *SchoolMessenger Presence*, K12's most flexible Website / CMS solution, designed specifically for managing school, district, and education websites.



■ *CivicLive Presence*, providing eGovernment's solutions made-easy, expertly crafted to meet the unique needs of municipal governments.



SchoolMessenger Presence Overview

SchoolMessenger Presence, our Website / CMS solution, is the most flexible K-12 school website solution. More than 4,500 schools, districts, consortia, and education agencies depend on *SchoolMessenger Presence* to create a web presence that positively engages parents, students, and community members. The diverse array of features offered by *SchoolMessenger Presence* is fully focused on the communication needs of educators. Top features include:

- **Flexible in-line editing capability** which allows staff members to make on-page edits in real time without coding or use of a backend editor
- **70+ teacher page templates** – allow teachers to provide customized, engaging classroom web pages
- **Dynamic calendars** – filter, merge, and search calendars across schools, departments, and the district
- **Teacher- and school-level directories** with full profile pages
- **Built-in photo editing tools** for automatic resizing and manipulation of images
- **Drag-and-drop layout** functionality that allows you to customize pages instantly
- **Unlimited page depth**
- **School-level design customizations** – maintain a cohesive branded look across all district sites while personalizing school-level sites with school colors and imagery
- **Integration with popular programs** like Google Apps, Office 365, student information systems, web-based calendars, and more
- **Responsive designs** that allow your website to seamlessly adjust to any size screen – mobile, tablet, desktop, etc.
- **Direct file uploads** from Google Drive, Facebook, and other cloud services
- **Industry-leading accessibility, version control, and other legal compliance tools.**



CivicLive Presence Overview

Government institutions trust *CivicLive Presence* to serve and engage with their communities. For each eGovernment project we undertake, our team brings 15 years of experience working with governments. In other words, we've perfected the tools and techniques to ensure the project is a success.



- **We Understand Municipalities** and help create true eGovernment experiences for citizens using Citizen Engagement and CMS tools purpose-built for government entities.
- **We Help Governments** make the best of their investment in websites as marketing tools by providing leading-edge creative web design services.
- **We Set Government Websites Free** by offering no limits on hosting services, unlimited website hierarchies, and easy 3rd party app integration via APIs and Web Services.
- **We Help Municipal Governments Comply** with public sector legal standards by offering unlimited records retention and security standards that have passed the Department of Defense's stringent standards.
- **We Stay Budget Friendly** with flexible SaaS solutions and streamlined project-management capabilities that save municipalities money.

By choosing West, R8 ESC and TIPS's participating entities will use industry-leading technologies to achieve powerful, streamlined communications. Our proven solutions are developed exclusively for the K12 and eGovernment markets, and take full advantage of the workflows already in use by your constituent members. And, we understand that technology is always changing. So, we designed our services to continue to evolve as operating systems and devices change. This means that even if technologies change, West's services will still work.

These communication solutions offer your members a powerful and integrated way to connect with their communities. And, it's all backed by an experienced team whose only goal is to help you succeed. Plus, we provide seamless integration across our various communication platforms.

We're confident that this project proposal demonstrates the capabilities of our communications solutions and a commitment to excellence that will help ensure your member's success. We look forward to working with R8 ESC and TIPS on this important and visible project.

Qualification & Experience

Company Profile

For more than 25 years, West Corporation (NASDAQ:WSTC) has provided reliable, high-quality voice and data services. West serves clients in a variety of industries including telecommunications, public safety, technology, healthcare, financial services, and retail. West operates worldwide, in the United States, Canada, and many other countries. The SchoolMessenger and CivicLive product families are two of the many cutting-edge products and services provided by West.



SchoolMessenger Presence

SchoolMessenger products from West's Education group are education's trusted communications solutions. **More than 63,000 schools and other educational institutions across North America depend on SchoolMessenger products and services.**



From its start with notification services in 1999, the SchoolMessenger family of products has grown to meet the community engagement needs of school communications and technology professionals. SchoolMessenger products let educational institutions engage with their staff, teachers, parents, and students in multiple languages and on any device.

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 *SchoolMessenger Communicate* notification service is used by more K-12 schools than any other
- *SchoolMessenger Presence*, the most flexible website content management system in K-12 education, is relied upon by more than 4,500 schools
- *SchoolMessenger CustomApp*, for creating unique school mobile apps, is a key part of the communications efforts of hundreds of top K-12 districts

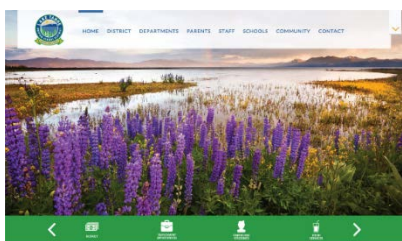
SchoolMessenger products run on the largest K-12 communications network in the world. Thanks to patented technology and rock-solid infrastructure, those products successfully deliver more than one billion notifications per year and effortlessly handle the most complex voice, text, email, mobile app,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

SchoolMessenger Presence Client Profiles

More than 4,500 schools, districts, consortia, and educational organizations use our website/CMS platform. Our solution is built to meet the unique needs of each school district, while guaranteeing intuitive design, seamless integration, innovative technologies, and affordability. Breathtaking visual design comes standard. The following are profiles of school districts that have chosen *SchoolMessenger Presence* to streamline their web communication needs.

LAKE TAHOE UNIFIED SCHOOL DISTRICT, CA

www.ltusd.org



Since 2015, *SchoolMessenger Presence* has been meeting LTUSD’s website and CMS needs. As LTUSD’s goal was to ensure efficient navigation and content organization, our graphic design specialists collaborated with this district and designed a floating navigation menu, which follows the user as he/she scrolls down the home page. Combined with scrolling quick links, custom hidden fields for log in access, and unique designs for each

school website, we were able to assist Lake Tahoe Unified School District in constructing a truly unique web presence. And, it was with great pleasure that in October 2015 the Academy of Interactive & Visual Arts awarded us a coveted W3 Silver Award for this innovated web design for LTUSD’s website.



ALDINE INDEPENDENT SCHOOL DISTRICT, TX

www.aldineisd.org



In 2014, when we first partnered with AISD, this 77-school district required a custom district website to showcase current events, provide up-to-the-minute news and alerts, and ensure engagement with parents, students, and the community. To meet this challenge, our team, in collaboration with the district, created various custom banners and sliders, custom social media links, and a fully custom design to highlight

their innovative character. Further heightened by new designs for each of the school websites, we were able to assist AISD to achieve a unified web-based presence where users could access and retrieve critical information in three clicks or less.

AMARILLO INDEPENDENT SCHOOL DISTRICT, TX

www.amaisd.org



In 2008, when Amarillo ISD first placed their trust in us, their web hosting and CMS goals were categorical: system comprehensiveness, overall ease-of-use, and effective tools for achieving stakeholder involvement. For the last seven years, we have consistently risen to meet this challenge. Whether through custom design, onsite training, design refreshes, customer service, or product enhancements, West’s Education group has remained proud of this long-standing partnership.

Additional Examples – Custom Design

Our Custom Design Portfolio can be viewed by visiting <http://www.schoolmessenger.com/custom-design-portfolio/>. On the following page, we have provided a few examples:

SCHOOL DISTRICT OF OSCEOLA COUNTY, FL - WWW.OSCEOLASCHOOLS.NET/



CLEAR CREEK INDEPENDENT SCHOOL DISTRICT, TX - WWW.CCISD.NET/



NORTHWEST INDEPENDENT SCHOOL DISTRICT, TX - [WWW.NISDTX.ORG /](http://WWW.NISDTX.ORG/)



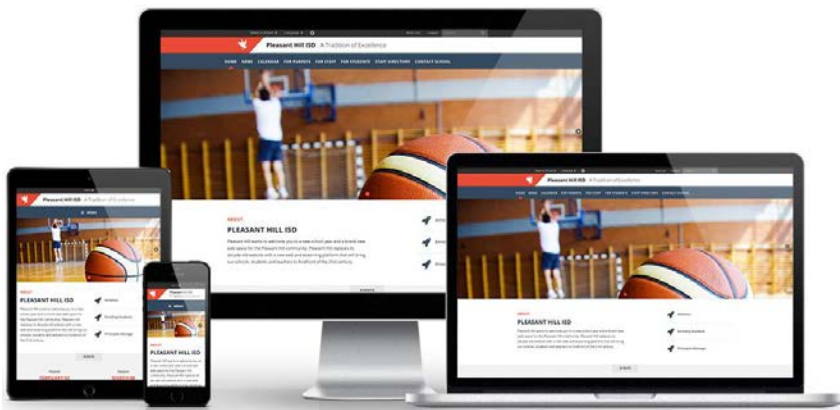
GREEN BAY PUBLIC SCHOOL DISTRICT, WI - [WWW.GBAPS.ORG /](http://WWW.GBAPS.ORG/)



Additional Examples – Template-based Design

SchoolMessenger Presence's best-practice design templates are crafted to ensure that they can be customized to meet each educational institution's unique requirements. Our *Template Library* can be viewed by visiting <http://www.schoolmessenger.com/template-library/>. Here are a few examples:





See the *Reference Document* for reference districts who have put *SchoolMessenger Presence* to use in their district. Additional references can be provided upon request.

CivicLive Presence

Since our start with government websites in 2001, the CivicLive platform has expanded to become the recognized and respected choice for eGovernment solutions for North American towns, cities, counties, regional municipalities, agencies, and state/provincial governments.



Our innovative approach to design and software development has garnered the praise of the technological community and earned CivicLive solutions many technology and business accolades and awards. We continue to refine our solutions and services in order to build eGovernment websites that will set new standards for years to come.

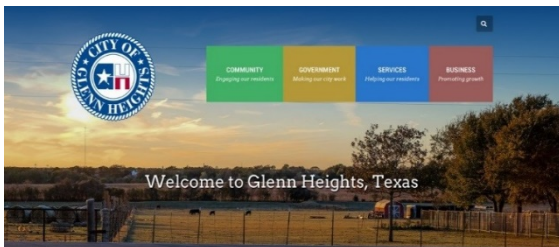
CivicLive Presence Client Profiles

The following section features some of our invaluable CivicLive clients and the work we did for them.

CITY OF GLENN HEIGHTS, TX (12K CITIZENS)

www.glennheightstx.gov

Since 2015, *CivicLive Presence* has been meeting the communication needs of the City of Glenn Heights.



The City felt that it was time to upgrade their website with the goal of better showcasing its hospitable, business-friendly, and rapidly growing community. To meet these goals, we started by first identifying the information architecture that would suit the needs of the City's diverse audience before creating an engaging website that matches the City's brand

guidelines, reflects its vibrant image, serves its residents, and attracts more visitors and businesses to the City. The results of this new streamlined communication solution included a structured mega menu, custom fillable forms, customized departmental landing pages, and a notification subscription feature to keep stakeholders informed of relevant matters.

CITY OF SIERRA MADRE, CA (11K CITIZENS)

cityofsierramadre.com

In 2015, the City of Sierra Madre wanted to revamp its old website to improve information and service



delivery to its local residents. We partnered with the City to deliver a website that would not only better connect residents with their government but also showcase the cozy atmosphere of the City that they proudly maintain. To meet this challenge, our dedicated team incorporated a wide range of easy to use tools and features, including: a fully

responsive website design, and 'always-on' navigation menu and static quick links for easy navigation, a "How do I" section to provide site visitors with quick access to key information, and customized widgets on every subpage to highlight critical information.

CITY OF ELK GROVE, CA (161K CITIZENS)

www.elkgrovecity.org

In 2015, the City of Elk Grove needed two websites in a short amount of time: one for their official City



website, and one for their police department. The CivicLive team worked closely with the City of Elk Grove staff to understand and address their needs under the tight timeline. We provided a refreshed design of the two sites, incorporated helpful components for Elk Grove residents (such as a Recycling Center search feature), and implemented an interactive map

of current city projects.

CITY OF NORTH LITTLE ROCK, AR (62K CITIZENS)

www.northlr.org

In 2015, the vibrant and booming City of North Little Rock, Arkansas needed a top-to-bottom website



overhaul to change the user experience in order to offer every resident and tourist a simple, but informative online experience. To meet this challenge, our team worked with the City to implement features unique to their needs, introduce new ways for the City to interact with their residents, and enhance the overall experience of living or

visiting North Little Rock. The end result included such things as dynamic headers for each department, a new “Report and Repair Tool” to allow local residents to report an issue, and a Fitness Calculator to encourage healthy living.

LA PLATA COUNTY, CO (51K CITIZENS)

co.laplata.co.us

In 2016, La Plata County wanted a website that would show off the County’s natural beauty while making



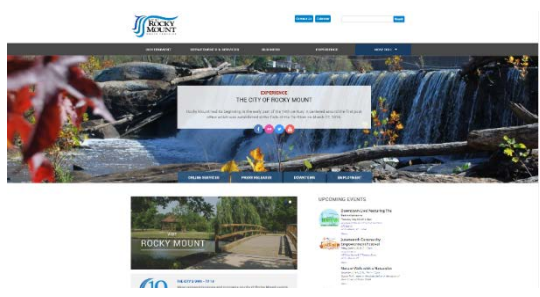
online services accessible from a wide variety of devices. To meet this challenge, we helped create an intuitive Information Architecture that prioritizes the services residents most frequently want such as permit applications, issue reporting, and access to County news.

The final product included a responsive design with a dynamic mega menu, visually assistive navigation with custom icons and pictures, customized subsites for the County Sheriff and Community Development Services, and seamless integration with State-Level service sites and existing third-party services.

CITY OF ROCKY MOUNT (57K CITIZENS)

www.rockymountnc.gov

In 2016, the City of Rocky Mount wanted a website redesign to better engage with their community. To



meet this goal, we partnered with the City to create a modern, clean, and responsive website that would showcase their city’s charm, draw new visitors, and foster a closer relationship between the City and its residents. Highlights of this project included a fully customized, easy-to-navigate responsive design, optimized and organized content, and simplified content publishing and approval features.

See the *Reference Document* for reference municipalities who have put *CivicLive Presence* to use. Additional references can be provided upon request.

Past Relationship with TIPS

Region VIII Education Service Center and TIPS have been valued partners since June of 2015, when West Interactive Services (formerly Reliance Communications) acquired SharpSchool (**TIPS Contract No. 2092613**). We value our partnership and look forward to continuing to serve the website, design and CMS needs of Region VIII ESC and TIPS' educational organizations.



*SchoolMessenger
Presence*



SchoolMessenger Service Overview

SchoolMessenger is the trusted platform for community engagement. To accomplish our mission of ensuring educators are able to quickly and easily connect with their communities in many languages and on any device, we offer a robust set of communication solutions designed to meet your constituent schools and district's unique needs.



EDUCATION-FOCUSED FEATURES

SchoolMessenger Presence, our website CMS solution, is the most flexible K-12 school website solution. More than 4,500 schools, districts, consortia, and education agencies depend on *Presence* to create a web presence that positively engages parents, students, and community members. The diverse array of features offered by *Presence* is fully focused on the communication needs of educators.

SUPPORT THAT EXCEEDS EXPECTATIONS

Unlike some website solutions, *SchoolMessenger Presence* comes with **truly unlimited, 24 x 7 x 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, district, or educational organization 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 website providers can pose a challenge. That's why we make the process as painless as possible with **free content migration and implementation support**. Let our team build out your new website so you can focus on higher priorities.



Our commitment to service excellence is so extensive that we were awarded a Gold Stevie® award at the American Business Awards. Whether you call our toll-free 800 number, submit a support ticket via email, start a live chat, or contact us via web form, you'll discover the difference that world-class service can make.

TESTED, TRUSTED, AND RELIABLE TECHNOLOGY

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 SchoolMessenger products.

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



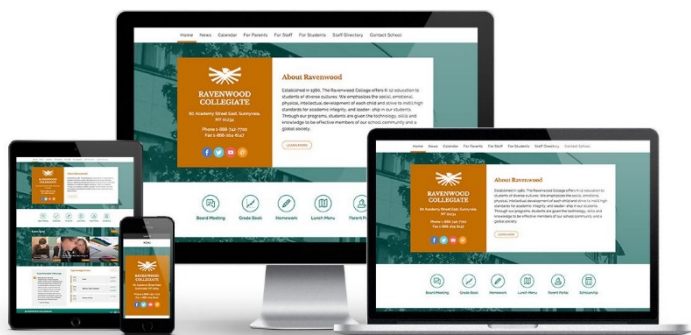
In addition, we were an **early signatory of the Student Privacy Pledge**, which was created by The Future of Privacy Forum (FPF) and the Software & Information Industry Association (SIIA) to encourage school service providers to affirm that K-12 student information is kept private and secure. We adhere to the Pledge's twelve stringent standards as part of a complete commitment to protecting student data. See <https://studentprivacypledge.org/privacy-pledge/> for full details.



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 Customer Center offer product news, tips and tricks, training modules and more.

SchoolMessenger Presence



The website / content management system (CMS) is often the heart of an educational organization's communications strategy. That's why more than 4,500 schools, districts, consortia, and educational organizations have chosen us for a comprehensive solution. *SchoolMessenger Presence* includes website design services and an award-winning content management system that encompass the critical technological components and services needed to effectively engage parents, while providing a personalized learning

environment for students and teachers. Our solution includes hosting, online tools, implementation, support and maintenance, and beautiful design, providing everything you need to run fully interactive websites. Discover the many benefits that *Presence* has to offer.

SCHOOLMESSENGER PRESENCE OFFERS THE FOLLOWING:

UNPARALLELED EASE OF USE

- ✓ **Flexible in-line editing capability** which allows staff members to make on-page edits in real time without HTML coding or use of a backend editor
- ✓ **Drag and drop layout** – Move page elements with the click of a mouse
- ✓ **Built-in photo editing tools** – Automatically resize and manipulate images without relying on external tools like Adobe Photoshop®
- ✓ **Direct file uploads** from Google Drive, Facebook, Microsoft OneDrive, and other cloud services

DEEPEST K-12 SCHOOL WEBSITE FEATURE SET

- ✓ **Dynamic calendars** – Filter, merge, and search calendars across schools, departments, and the district; integrate with Google Calendar and other web-based calendars
- ✓ **Teacher- and school-level directories** with full profile pages
- ✓ **21st century communication tools** – Social media integration, newsletters and alerts, blogs, mobile sites, and Web 2.0 tools, all to optimize students’ opportunities for success
- ✓ **News engine** – Push down news items from district site to individual school sites; set publishing schedule; give each school its own news feed if desired; add photos to news articles; news articles published automatically show up in your district’s *SchoolMessenger CustomApp*
- ✓ **Parent portal** – Parents can see children’s assignments and quiz due dates, as well as grades of past assignments and quizzes
- ✓ **Powerful video management features** – Video uploads and direct embeds
- ✓ **Automatic image compression** which enables your site to load fast, no matter what device someone is using to view it
- ✓ **Granular permission controls** – Configure access rights for individuals or groups easily and quickly
- ✓ **Content approval workflows** – Delegate content editing tasks with approval workflows to ensure consistency across your organization

- ✓ **Robust analytics** – Easily integrate with Google Analytics to track overall traffic, identify popular content, and identify trends
- ✓ **Workflow designer** – Easily automate complex processes, such as processing of FOIA requests
- ✓ **iPad and tablet support** – Ability to edit content via the Internet browser of a mobile device; responsive designs automatically adjust to fit any size screen
- ✓ **Multiple language support** – A large number of languages supported via language translation software

ENDLESS DESIGN OPTIONS

- ✓ **Responsive designs** that allow your website to seamlessly adjust to any size screen – mobile, tablet, desktop, etc.
- ✓ **Custom design options** – Create a totally original design that reflects your unique mission, vision, achievements, and programs
- ✓ **The largest selection of K-12 website templates** – Each of our unique templates is responsive
- ✓ **70+ teacher page templates** – Allow teachers to provide customized, engaging classroom web pages
- ✓ **School-level design customizations** – Maintain a cohesive branded look across all district sites while personalizing school-level sites with school colors and imagery

EXTENSIVE INTEGRATION AND LEGAL COMPLIANCE FEATURES

- ✓ **Integration with popular collaborative tools** like Google Apps for Education, Office 365 Education, and more
- ✓ **SIS integration** with popular programs like PowerSchool, Infinite Campus, Skyward, Tyler SIS, Rediker, eSchoolData, Renweb, Aeries, TxEIS, NCWISE, WVEIS, and many more
- ✓ **Integrated technical solutions** – Never worry about having to re-enter information thanks to our integrations via SIF, Active Directory / LDAP, SAML, XML / RSS, POP3 / IMAP / SMTP email servers, and more
- ✓ **Notification system integration** – Automatically push updates from your notification system to your website to keep the community informed while saving time and effort
- ✓ **Cloud integration with single sign-on (SSO)** – Easily leverage the flexibility and cost savings of cloud-based technologies
- ✓ **Industry-leading accessibility, version control, and other legal compliance tools** that make it easier for you to stay compliant with ADA, CIPA, COPPA, and FERPA

Implementation

With SchoolMessenger solutions, R8 ESC and TIPS’s participating members will benefit from the experience we’ve gained through implementing hundreds of similar projects in leading districts throughout North America. The result is a streamlined deployment that minimizes the impact on member district’s IT staff. This precision project management is combined with several professional training options to help ensure that the district gets the most out of its communication investment.

WE PROVIDE

- Full implementation services and testing on or before the required deadlines
- A dedicated, experienced Project Manager

Milestones & Timelines

Making the choice to overhaul your communications solutions is no small undertaking. We fully understand the work involved. That’s why we’ve made it our goal to make deployment as smooth as possible.

Once we receive a purchase order, our team immediately starts working on the project. Within a day or two (depending on institution’s schedules), we’ll plan a project kick-off call and deliver a finalized project plan. And, communications solutions for K12 institutions is all we do – so no waiting around for us to finish other projects!



The following table provides a sample project plan for tracking the implementation of *SchoolMessenger Presence* for R8 ESC and TIPS participating institutions. Target dates are best estimates and will vary based on the project commencement date and verification of the specific institution’s goals.

Website / CMS Timeline

MILESTONE / TASK	PARTIES	DAYS AFTER COMMENCEMENT
Intro / kick off meeting	West, District	1 day
Follow up requirements meeting 1; review outline of project plan updated based on kick off meeting	West, District	14-21 days
Detailed project plan and timeline delivered	West	14-21 days
Design / style guide delivered; iterated based on district feedback (governs Website/CMS and informs Mobile)	West, District	28 days
Top-level project status meeting 1	West, District	30 days
Information architecture delivered; iterated based on district feedback	West, District	42 days
Top-level project status meeting 2	West, District	48 days
Site migration (from current website) commences	West, District	50 days
Beta/staging full site launch for district preview	West	65 days
Top-level project status meeting 3	West, District	75 days
System administrator training on beta/staging site	West, District	80 days
Optional end user training on beta/staging site (e.g. principals and department heads)	West, District	80 days
Final candidate site posted (incorporates beta feedback; provides for final review prior to live launch)	West	85 days
Full site live launch	West	90 days
Top-level project status meeting 5 (post launch review)	West, District	TBD per district schedule
Optional on-site teacher training	West, District	Ongoing

Deployment Conclusion

Once implementation is complete, our teams of training, service, and support experts take on the role of caring for you as a member of the West Education family. Our customer care philosophy is based on friendliness, courtesy, and quick service. **We're proud that a nation-wide survey reported our customers have an overall satisfaction level of 97 percent.** But more importantly, we're proud of the fact that we have built a level of trust with educators that is unprecedented.

Training Plan

We know that confident system users are essential to success. We also know that proper training is the key to achieving that goal. That's why we provide a range of customizable training options to ensure you get the most out of your investment. We collaborate with your staff to determine the training program that best fits your objective, schedules, budgets, learning styles, and facilities. Options include:

- System Administrator training
- Train the trainer training
- End user training
- Refresher training
- Unlimited webinar training is available online at <http://www.trainingschoolmessenger.com/>.

TRAINING FORMAT	DESCRIPTION	FACILITIES REQUIRED (ON SITE TRAINING)	FACILITIES REQUIRED (REMOTE TRAINING)	TYPICAL SESSION LENGTHS
System Administrator Training	Minimum level of training provided with every SchoolMessenger implementation. A small number of system administrators – which may also include domain experts from Data and Networking – are trained on the management of the system or service. This training can be conducted either on site or remotely via a web meeting / conference call.	Office, conference room or computer lab ¹ with Internet access	Computer with Internet access ² Phone	90 minutes

¹ Minimum Requirements: Internet Explorer v 6 (or higher), Mozilla Firefox v 3.0 (or higher), Safari v 3.1 (or higher), Chrome v 11.0 (or higher) and others

² Minimum Requirements: Support for WebEx or GoToMeeting

<p>Train-the-Trainers</p>	<p>The district may choose to have SchoolMessenger trainers work directly with designated district trainers. The training is designed to empower district trainers with the necessary confidence and skills to train other end users throughout the district.</p>	<p>Computer lab with Internet access Data Projector</p>	<p>Computer lab Speaker Phone Data Projector</p>	<p>90 minutes</p>
<p>End User Training</p>	<p>Typically performed “classroom style.” Users need only attend one session and the training can be performed for as many individuals as the District’s facilities will reasonably accommodate. Optionally, web-training sessions can be scheduled and attended by end users in dispersed locations via a web meeting / conference call. Distributed remote training sessions are limited to 999 participants per session.</p>	<p>Computer lab Data Projector</p>	<p>Classroom style: Computer lab Speaker Phone Data Projector Dispersed Trainees: Computer with Internet access Phone</p>	<p>45 - 60 min per session</p>
<p>Refresher or Advanced Training</p>	<p>Similar to End User training, follow-up training sessions are typically performed classroom style and can be done in remotely or on site.</p>	<p>Computer lab Data Projector</p>	<p>Classroom style: Computer lab Speaker Phone Data Projector Dispersed Trainees: Computer with Internet access Phone</p>	<p>45 - 60 min per session</p>

Unlimited Webinar Training

New and Advanced Users can sign up for any of our webinar training sessions at their convenience. See what we have to offer at <http://www.trainingschoolmessenger.com/>.

District-specific webinar trainings can also be arranged for a schedule.

N/A

Computer with Internet access

45 - 60 min per session

Phone

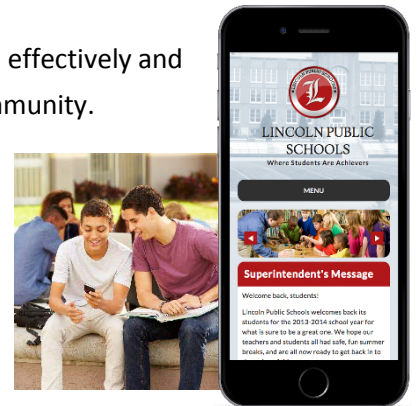
Experienced Trainers

We have invested significant resources in providing customers with a top-notch training experience. The dedicated training department contains several full time trainers, each with significant professional development experience in the K12 market.

Ease of Use & Embedded Tutorials

We also know that educators are busy with the daily tasks of educating children. That's why:

- We've made our solutions incredibly easy for school, district, and educational institution users to learn and operate.
- We've gone beyond traditional support, and sought opportunities to provide Best Practices, recommendations, and tips.
- We've honed our training approach to help ensure that end users are trained effectively and prepared to communicate with impactful, meaningful messages to their community.
- We provide extensive up-to-date embedded help and tutorials, and access to Resource Central, where customers can find product news, tips and tricks, customer stories, training modules and more.



Technical Support

We provide full support services for SchoolMessenger products through a toll-free 800 number, e-mail, live chat, and web-form for all users for all issue types **at no additional cost**.

We are a recognized leader in ongoing support and customer service. Our customer care philosophy is based on friendliness, courtesy, and quick service. We go beyond traditional support, and look for opportunities to ensure that end users are trained effectively and prepared to communicate meaningfully with their community.

ALL CUSTOMER SERVICE IS:

- Supplied by the SchoolMessenger Customer Service Team (never subcontracted or outsourced)
- North American based
- Designed for the unique needs of educators

And, because getting help quickly is often a requirement, we offer support 24x7x365, and a **5-Minute Support Guarantee**. Details are posted here <http://www.schoolmessenger.com/five>.



WINNER OF TOP NATIONAL PRIZE FOR CUSTOMER SERVICE

Customers have long told us our team goes above and beyond to solve problems. We're proud that our commitment to service excellence was recently awarded top prize - a Gold Stevie® award - at the American Business Awards.

“The morning after our tragedy, we had no Internet, no computers, no telephones and limited cell phone reception. We were virtually isolated,” said Dr. Jan Hungate, Assistant Superintendent at West ISD, home of a fertilizer plant explosion that destroyed the intermediate school and left the high school and middle schools in an unsafe state. “Somehow I got a call through to SchoolMessenger’s customer service team, and to my relief was able to dictate and send a message to our staff and parents almost instantaneously. The customer support team has always been helpful, but their ‘no-questions-asked’ responsiveness that day was exceptional.”



Dustin Franks, SchoolMessenger’s Director of Support Services since 2007, won the Silver Stevie for Customer Service Executive of the Year. In October, when more than 25 million messages were sent during a 3-day period of Hurricane Sandy, his staff was on-hand to provide uninterrupted, personalized support throughout the weather emergency.

“SchoolMessenger’s support team was extremely helpful during Hurricane Sandy,” said James Doherty, Director of Instructional & Technology Services at Bellmore-Merrick Central High School District, Long Island, New York. “As a district on the south shore of Long Island, greatly affected by the storms, we relied heavily on their team throughout.”



Commitment to Data Security & Privacy

Student data is among an educational organizations' most sensitive information. And, it's imperative that this data be fully protected. We understand that. That's why we have taken all commercially available measures to protect your data.

HIGHLIGHTS FOLLOW:

Privately Owned and Operated: Our systems have been built from the ground up over several years and with sizable investment.

Secure Facilities: We are proud to partner with multiple leading Internet colocation companies – the same outsourced IT partners employed by important content and enterprise customers. These facilities are protected by the most rigorous multilevel physical and biometric security systems, and all sites are engineered to survive natural disasters. Redundant network, power, HVAC, and fire detection / suppression systems ensure the highest levels of system availability.

Unsurpassed Transport Encryption: With SchoolMessenger solutions, all session information (including data exchanges between District systems and the SchoolMessenger service) is protected by 256-bit SSL encryption certified by *Norton Secured, Powered by VeriSign*, the trusted industry leader in secure certificate authentication services. They provide the highest level of encryption available to civilians in the US. This means that sensitive information like phone numbers and email addresses is fully protected.

Protection from Multiple Redundant Firewalls: The service uses redundant firewalls from two independent industry-leading manufacturers to provide double the protection and ensure high availability. A security flaw in one firewall layer doesn't compromise the system – or your data. We use firewalls with:

- Integrated Deep Inspection for application-level attack protection for our Internet facing protocols, applied on a per-policy basis
- Denial of service protection to protect against both internal and external attacks.
- High-availability capabilities to minimize the potential for a single point of failure
- Dynamic routing support to reduce reliance on manual intervention to establish a new route in the event of failure



Secure Passwords: Passwords are stored securely and log in access is governed by industry standard encryption. Combined with the rules-based Web-browser access that limits each user based on data view restrictions, we provide a multi-point security schema that protects data from unauthorized use.

Comprehensive Privacy Policy: As per our privacy policy, no data is ever shared with any outside party for any reason. Key provisions follow:

- We do not sell, trade, loan, or lease any information or data about our customers to any third party. Your contact information, the contact information of your constituents, your communications, data, documents, and information are completely private and fully protected against unauthorized access.
- We are not a source of nor do we deliver unsolicited e-mail, unsolicited voice mail, or unsolicited faxes. We will not send any unwanted communication to you or your constituents.
- We do not sell or otherwise provide information to direct marketers or any other third parties.
- We do not disclose any non-public information about you, except as required or permitted by law. Under U.S. law, there is an affirmative duty of service providers to the public to report to the Federal government’s Cyber Tip Line knowledge of facts or circumstances of online child pornography. In the above events, West, in its sole discretion, reserves rights of disclosure to others.
- We maintain a comprehensive hiring, training, and retraining process which includes rigorous pre-employment screening. Pre-employment screening can include but is not limited to:
 - Conducting credit referencing and criminal background checks
 - Verifying academic and professional qualifications
 - Undertaking detailed employment reference checking, including confirmation of employment dates, job titles, leaves (where relevant) and salaries
 - Confirming current, past and disqualified certifications and licenses, if any
- Additionally, each employee, as part of the hiring process, signs agreements and statements including but not limited to:
 - Non-disclosure agreement
 - Confidentiality agreement
 - Company policy acknowledgement and agreement

Student Privacy Pledge Signatory: We are a signatory of the Student Privacy Pledge, which requires us to adhere to 12 stringent standards as a further assurance of our commitment to protecting your data. These include the following commitments:



STUDENT PRIVACY PLEDGE COMMITMENTS

<p>✘ Not collect, maintain, use or share student personal information beyond that needed for authorized educational / school purposes, or as authorized by the parent / student.</p>	<p>✔ Collect, use, share, and retain student personal information only for purposes for which we were authorized by the educational institution / agency, teacher or the parent / student.</p>
<p>✘ Not sell student personal information.</p>	<p>✔ Disclose clearly in contracts or privacy policies, including in a manner easy for parents to understand, what types of student personal information we collect, if any, and the purposes for which the information we maintain is used or shared with third parties.</p>
<p>✘ Not use or disclose student information collected through an educational / school service (whether personal information or otherwise) for behavioral targeting of advertisements to students.</p>	<p>✔ Support access to and correction of student personally identifiable information by the student or their authorized parent, either by assisting the educational institution in meeting its requirements or directly when the information is collected directly from the student with student / parent consent.</p>
<p>✘ Not build a personal profile of a student other than for supporting authorized educational / school purposes or as authorized by the parent / student</p>	<p>✔ Maintain a comprehensive security program that is reasonably designed to protect the security, privacy, confidentiality, and integrity of student personal information against risks – such as unauthorized access or use, or unintended or inappropriate disclosure – through the use of administrative, technological, and physical safeguards appropriate to the sensitivity of the information.</p>
<p>✘ Not make material changes to school service provider consumer privacy policies without first providing prominent notice to the account holder(s) (i.e., the educational institution / agency, or the parent / student when the information is collected directly from the student with student / parent consent) and allowing them choices before data is used in any manner inconsistent with terms they were initially provided; and not make material changes to other policies or practices governing the use of student personal information that are inconsistent with contractual requirements.</p>	<p>✔ Require that our vendors with whom student personal information is shared in order to deliver the educational service, if any, are obligated to implement these same commitments for the given student personal information.</p>
<p>✘ Not knowingly retain student personal information beyond the time period required to support the authorized educational / school purposes, or as authorized by the parent / student.</p>	<p>✔ Allow a successor entity to maintain the student personal information, in the case of our merger or acquisition by another entity, provided the successor entity is subject to these same commitments for the previously collected student personal information.</p>

Hosting & Data Security



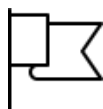
MULTIPLE DATACENTERS

All components of the SchoolMessenger applications reside in multiple geo-dispersed datacenters. And, information is synchronized at every location. This means that even in the unprecedented case of a regional event affecting any part of the country, servers at the other locations continue processing without interruption.



SECURE FACILITIES

We partner with multiple leading Internet co-location companies – the same outsourced IT partners employed by important content and enterprise customers. These facilities are protected by rigorous physical and biometric security systems. All sites are engineered to survive natural disasters. Plus, redundant network, power, HVAC, and fire detection/suppression systems ensure the highest levels of system availability. And, our facilities are SAS 70 Type II certified.



INDEPENDENT SERVICE

The SchoolMessenger applications and networks were built from the ground up over several years and with sizable investment. We do not resell someone else's service. You never have to worry about the dependability of a third party because we own and operate the entire application.



PATENTED GEO-DISPERSION TECHNOLOGY

We were awarded a patent (U.S. Pat. No. 8,131,269) for our highly available, distributed notification technology architecture. The patented technology prepares voice messages and delivers them in mass, to a single recipient or to a particular group or household, more quickly and with a higher degree of redundancy than earlier generation architectures. It also provides the intelligence necessary to effectively allocate those messages across its highly distributed nationwide infrastructure, increasing the overall redundancy and resiliency of the system. The basis of the patent is a system and method which uses a highly distributed architecture to deliver extremely large volumes of mass notifications originating from many locations nearly instantaneously.



CIVIClive

CONNECT • ENGAGE • SERVE



CivicLive Service Overview

CivicLive Presence

We are the eGovernment web specialists that municipal governments can trust to redesign websites so that they serve their communities by using our powerful web software, and market their area as a vibrant place to visit, do business, and call home.

At a high-level, our solution includes:



Responsive Website Design with a 100% Design Satisfaction Guarantee

A website's design matters – *a lot*. That's why our Designing phase is completely iterative and allows our clients' team to provide actionable feedback every step of the way. In fact, we value good web design so much that we offer a **100% Satisfaction Guarantee** with our design deliverables, along with a **free redesign every four years** to keep our clients' websites current. This means our websites look and feel exactly the way our clients want it to!



Implementation of Our Presence CMS

CivicLive web solutions use our robust *Presence* Content Management System [CMS] to enable even the most non-technical staff to quickly and easily manage a website's content using numerous easy-to-use modules and tools.



A Versatile Citizen Engagement Solution

Citizens and stakeholders will be able to get more information from municipalities, request more services from city/county departments, and participate more in a digital community thanks to our ever-expanding range of citizen engagement modules.



Long-Term Partnership that Includes Hosting, Support & Maintenance

Our proposed solution includes a long-term partnership designed to bundle essential website services into one fixed annual fee. These services include Technical Support, an Unlimited-User CMS Software License, and Enterprise-grade Hosting and Data Protection services – all included in one low annual fixed fee!

Tools That Make Content Management Easy for Staff

Our *Presence* CMS is designed to put the power of managing eGovernment websites into the hands of non-technical staff.

Our CMS' browser-based tools enable easy content authoring and management, allowing City/County staff to create webpages with defined templates, author content with familiar editing tools, and post content to the internet within a structured review and approval process created by designated Website Administrators. City/County staff can enjoy *Presence's* content management experience with these great tools:

“Either maintain your website’s currency and accuracy, or shut it down. Bad information is worse than no information.”

Robert McArthur
eGovernment Project Director
National Policy Research Council

Some tools that make content management easy for staff:

- Drag-and-Drop Page Editing
- Image Editor with automatic resizing
- In-Context Editing
- Rotating Banner Module
- Photo Galleries Module
- Advanced WYSIWYG Editor
- HTML5 and CSS3 Support
- All standard formatting options including indent and justification control
- Cut/Copy/Paste
- Edit in HTML mode
- Flash Manager for animations
- Font Manager
- Format Stripper
- Hyperlink control
- Image Manager
- Insert Symbol
- Module Manager
- Online Support Resources
- Human Readable URLs
- Content Scheduling
- Page Description and Keyword Editing
- Global Content Widget
- Foreground and Background Color Dropdowns
- Paste from Word with Formatting and Fonts
- Paste HTML
- Paste Plain Text
- Preview
- Print
- Spellcheck
- Undo/Redo
- Site-wide File Manager
- Page-level Document Container
- One-Click Social Media Sharing
- Media Manager w/ Streaming Video
- Multiple Advanced Elements per Page
- Page wizards with multiple templates
- Page Checkout
- Page Checkout Administrator Override
- Page Link
- Paragraph Control
- Paste from Word with Format Cleaning
- Broken Link Reports
- Quick Links
- Style & CSS Manager
- Table Wizard
- Template-Based Layout



A Mobile-Optimized eGovernment Solution

With over half of the website traffic now coming from mobile devices, the message to governments is clear: citizens want information accessible on the go.

Our mobile-optimized solutions let municipalities enhance service delivery, drive engagement and meet citizens where they are by offering web-based services to your citizens on platforms they use them the most.

CivicLive's proven mobile-optimization solutions are:



Whether navigating through full webpages optimized for an end-user's specific device, or quickly navigating between specialized application sections, end-users will get the information, resources, and access to municipal services that they want on whichever device they're using at that time.

Citizen Engagement Solutions

Effective government websites go beyond delivering information online: they create a gateway for citizens and stakeholders to get access to the resources and services they need and want.

People are becoming used to easy self-service options for everything from shopping for clothes to buying cars – and the proliferation of services and technology that has evolved from this phenomenon is a proof that it works. So, it only makes sense for government entities to provide this level of convenience in their citizens and stakeholders' lives.

“It’s surprising how poor many government Websites are to this day. They’re poorly organized, and most eGovernment applications are still very agency-centric, rather than focusing on what would make sense to the citizen.”

Rob Atkinson

President of the Information Technology and Innovation Foundation

Examples of our Citizen Engagement Modules:

- Citizen Dashboards
- Collaborative Social Groups
- Customizable Surveys
- Unlimited Blogs with Podcast and Streaming Video Support
- Multi-Level Calendars with Year, Month, Week, Day views, Full Filtering and RSS
- Public/Private Discussion Forums
- Searchable Staff Directories
- Site-wide Search
- Citizen Services Request
- Permits & License Applications
- Customizable Forms
- Polls & Surveys
- RSS-Subscription Support
- News Engine
- Emergency Homepage Banner
- Searchable Business Directories
- FAQ Pages
- E-Commerce Integration



Productivity & Transparency Tools

One of the greatest benefits of choosing the CivicLive eGovernment solution is that it doesn't just offer new ways to engage citizens and make website content management easy for staff; it also provides new ways for staff to improve how their primary roles in government work as well.

Our Productivity, Transparency, & Accessibility Management Tools include:

- Advanced Drag-and-Drop Workflow Manager
- Meeting Agenda, Minutes and Media Manager
- Structured Content Publishing Approvals
- Granular User Permissions
- Group-based Permissions
- Activity Logs
- Full Audit Trails designed to meet legal requirements for government sites
- Full Content Reporting
- Integrated Analytics and Reporting
- Dynamic XML Sitemap
- Intranet Management
- Scheduled and Automatic Archiving
- 'I Want To...' Navigation
- Mega-Drop-Down Menu Navigation
- Automatic Breadcrumb Navigation
- Accessibility Checker
- Text-Only Page Creation
- Printer-Friendly Pages
- RFP Posting
- Job Posting
- SSL Support
- Multiple Independent Website, Subsite and Microsite Management



Integration with 3rd Party Software

With the CivicLive platform, we want websites to offer a limitless range of functionality, either by solely using our software, or by integrating with preferred external systems.

In order to help your website reach its potential, *Presence* includes a robust set of web services, rich XML support for input and output, and APIs for easy interoperability.

Some examples of how CivicLive web solutions integrate with 3rd party software and applications:

- APIs & Web Services
- Google Search Integration
- Google Translate Integration
- Social Media Feed Integration
- Social Media Sharing [like, tweet, +1, etc.]
- Interactive Links Integration
- E-Pub Reader Integration
- Flickr & Google Photos Integration
- ArcGIS Integration
- Google Analytics Support
- PCI-Compliant Online Payment Processing Integration
- YouTube and Vimeo Player Support
- RSS
- SQL Server
- LDAP
- SSO
- ADFS



Support, Hosting & Maintenance

We offer a Software-as-a-Service (SaaS) solution. With a SaaS solution, city and county administrators will enjoy:

24/7/365 TECHNICAL SUPPORT SERVICE

We offer every client UNLIMITED North American based, 24/7/365 support services for all issue types through numerous methods, including:

- ✓ A Toll-Free 24/7/365 Support Hotline
- ✓ Email Support
- ✓ Live Online Chat
- ✓ A Structured Support Escalation Process
- ✓ Technical Support Ticket Tracking
- ✓ Access to User Manuals and Multimedia over a Client Intranet

AN UNLIMITED-USER PRESENCE CMS SOFTWARE LICENSE

We don't want to limit any municipality's website experience by restricting the number of staff who can assume web management roles using our *Presence* CMS software. That's why the CivicLive Software-as-a-Service solution includes an unlimited-user software license, bundled together along with technical support and software maintenance services into one low annual services fee. In other words, your website governance team will never feel pressured to limit the number of users on *Presence*; any staff member can contribute to a new eGovernment strategy!

DEDICATED ACCOUNT MANAGEMENT

Once the site goes live, our clients are introduced to a dedicated Account Manager, who takes on the role of caring for our clients as a member of the CivicLive family. Serving as the primary point of contact throughout the contract term, the Account Manager ensures a client's long-term success by tracking a website's goals, sharing industry best practices, and keeping our clients informed of new CivicLive product enhancements.

ENTERPRISE-GRADE HOSTING & DATA PROTECTION SERVICES

Our enterprise-grade Hosting & Data Protection Services are extensive, and include:

- ✓ Unlimited-bandwidth hosting via our international, 14-point North American Content Distribution Network
- ✓ Weekly Full/Incremental Database Backup Services with Remote Location Storage
- ✓ Redundant Network, Power & Database structures
- ✓ Defined Firewall Architecture

PRESENCE SOFTWARE VERSION UPGRADES & MAINTENANCE

We invest considerable resources into the long-term maintenance and development of our *CivicLive Presence* CMS software. We give every client access to our software maintenance and upgrade services in order to ensure the *Presence* CMS our clients use is always the latest and best version of our software. Benefits of our Software Maintenance and Upgrades include:

- ✓ Getting access to the latest eGovernment tools and modules we develop for *Presence*
- ✓ Ensuring that software is always up-to-date with our latest security standards
- ✓ Software upgrades are handled by the CivicLive team, which means your IT team never has to worry about spending time on installing updates themselves.

The SmartWork Project Implementation

Methodology

The CivicLive team uses a proven 8-phase project implementation methodology called SmartWork to take our eGovernment project from conceptualization planning to a complete implementation that ends with a live website.

SmartWork's 8 phases are each designed to address specific project milestones. Via our Project Manager, our client's Project Team gets to interact with a number of our technical specialists throughout the SmartWork implementation.

Learn more about SmartWork's 8 phases, key project milestones, and the numerous project deliverables in the following section.



"For someone that is not so tech-savvy, I was able to follow the lead of the folks at CivicLive to help create our site. We were asked for our input, what we wanted, how we wanted it to look, and it's like they used the images in my mind. I appreciate the weekly one-on-one calls with our implementation analyst, Kevin Nguyen. He explained the system and web creation tools to me in a way that made sense. With his approach, I was less intimidated. I felt comfortable with the process, and even enjoyed it. The trainer, Thomas, did such an excellent job with me and with our staff. When he left, we felt confident that we'd be able to transfer content and create content. Thanks, CivicLive!"

Natalee Flynn

Clearfield City PR Coordinator



THE ENVISIONING PHASE

The Envisioning phase kicks-off our projects and is designed to create a dialogue between your project team and our Project Manager about what the goals and constraints of the project are.

After the project kick-off meeting, our Project Manager creates a project roadmap in a Vision Scope Document which is used to begin the more technical project planning that occurs in the next phase.



THE PLANNING PHASE

This phase is dedicated to detailed requirements gathering about specific aspects of the project and how our proposed solution will address them. Everything from the most general creative elements to the most specific technical details are outlined, and will include project elements like:

- ✓ CivicLive Team and Client Team Roles & Responsibilities by SmartWork Phase
- ✓ Presence Configuration Functional Specifications
- ✓ Webpage Content Migration Plan
- ✓ Stabilizing & User Acceptance Testing Plan
- ✓ Long-Term Software Update & Maintenance Plan



THE DESIGNING PHASE

Citizen engagement, usability, and effective web building all depend on quality web design work. That's why we place so much emphasis on the Designing phase of our project! We want to ensure our SmartWork Project Implementation Methodology results in the most tangible success indicator – a beautiful, usable website!

We want to make sure our design work is exactly what staff, citizens and other stakeholders want, which is why we've broken down the Designing phases into four processes that begin with a Design Vision & Analysis surveying process, and ends with the our Design Team implementing the design elements in our *Presence* CMS.

1. Design Vision & Planning

Our Design Team and Client staff meet to discuss and plan the design vision for your project.

3. Design Webpage Wireframes & Interface

Our dedicated Designer creates webpage layouts for the homepage and various subpage templates so your staff can see how information will be displayed at the page level. Branding elements are then added to create full graphical user interface design. This iterative process ends when your team is 100% satisfied with our creative team's work!

2. Website Information Architecture

Our Team creates an information architecture (IA) that will outline how the webpage hierarchy on your website is organized.

4. Technical Design Implementation

Once all design deliverables have been approved, our Mobile Optimization Specialist implements page designs and templates in our *Presence* Web CMS. This final stage of our Designing phase briefly overlaps with the next (configuring) phase.



THE CONFIGURING PHASE

The Configuring phase is where the CivicLive team fully configures our eGovernment software solution for our clients – a custom deployment of our *Presence* CMS's many modules and tools that Client staff use for everything from day-to-day content management to delivering online services to their community.

This four-step phase houses the bulk of our technical implementation process and requires minimal input from Client staff.

1. Provisioning the server environment where the website data will be stored.

2. Installing our base *Presence* on the environment and conducting a preliminary testing.

3. Configuring *Presence's* modules and functionality based on the technical specifications outlined in the Planning phase.

4. Integrating desired 3rd party systems and applications as part of its web solution with the *Presence* CMS.



THE TRAINING PHASE

In order to ensure our clients have everything they need to effectively manage their new website over the long-term, we dedicate an entire phase of our project implementation methodology to training the staff that will use our software based on the type of roles they will fulfill.

Our training plan will include sessions that are tailored to the unique needs of different staff, which will likely include Administrator-level and Content Manager-level training sessions.



THE MIGRATING PHASE

The Migrating phase focuses on transferring all desired content from the old website to the corresponding new webpage based on the CivicLive website's new information architecture.

The Content Migration process is accomplished through two processes that typically occur simultaneously:

Collaborative Webpage Content Migration – Both project teams transfer page content to the corresponding page on the new website.

Automated or Manual Document Migration – For high volume, we can automate document and file migration. However, this process can be handled manually in most cases.



THE STABILIZING PHASE

We firmly believe that testing and QA is best done prior to a website's launch. This is why we dedicate an entire phase for two different critical types of testing:

CivicLive Internal QA Process – Our Quality Assurance Specialists conduct our stringent QA process that is designed to discover problems before the site goes live to the public.

Client Staff User Acceptance Testing Period – A great time for Client staff to get familiar with the website and provide our team with any final feedback that may result in changes prior the site's Go-Live date.



THE DEPLOYING PHASE

In this final phase of our SmartWork Project Methodology, we launch the new CivicLive-powered website to the public. Our team performs any remaining knowledge transfer with Client staff and conducts a final quality assurance process as the website goes live in order to ensure the launch goes smoothly.

We can also provide post-deployment services such as tracking citizen engagement with analytics and conducting stakeholder satisfaction surveys if desired.

Estimated SmartWork Project Timeline

The following table provides an estimated project timeline and highlights project milestones using our SmartWork Project Implementation Methodology.

Project Timeline		Est. Duration
 THE ENVISIONING PHASE		1 Day
Project Kick-Off Meeting		
 THE PLANNING PHASE		15 Days
Draft Master Project Plan & Charter		
Client Reviews Project Plan & Project Charter		
MILESTONE: Finalized Project Plan & Charter Documents		
 THE DESIGNING PHASE		25 Days
Conduct Vision & Requirements-Gathering Process		
Conduct Iterative Information Architecture Process		
Conduct Iterative Wireframing Process		
Conduct Iterative Interface Design Process		
MILESTONE: Finalized Website Design		
	Implement Responsive Webpage Templates in CMS	
 THE CONFIGURING PHASE		30 Days
Provision Staging Environment		
Install <i>Presence</i> on Staging Environment		
Configure <i>Presence</i> Modules		
Integrate 3rd Party Software		
MILESTONE: Fully-Configured Presence CMS Technical Solution		
 THE TRAINING PHASE		3 Days
Conduct Training Sessions		
MILESTONE: Fully-Trained Client Staff		
 THE MIGRATING PHASE		15 Days
Collaborative Web Content Migration		
Collaborative Document & File Migration		
MILESTONE: Internal Beta Website Launch		
 THE STABILIZING PHASE		20 Days
CivicLive Quality Assurance [QA] Process		
Client Staff User Acceptance Testing [UAT] Period		
 THE DEPLOYING PHASE		1 Day
FINAL MILESTONE: Website Launch!		



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