

July 19, 2021

Re: RFP 14-21: Safe Email and Storage Accounts

Gaggle is the pioneer in helping K-12 districts manage student safety on school-provided technology. We have been ensuring the safety and well-being of students for over 22 years, and we currently provide services to 5.2 million students across the country. Gaggle is a current vendor with the National Cooperative Purchasing Alliance and has submitted \$2.3M in business through the Cooperative.

Our mission is to help ensure the safety and well-being of all students, supporting school districts in proactively identifying those who are struggling. Everything we do is steeped in helping districts see the early warning signs so they can take action to protect their students from harming themselves or others—before it's too late.

We offer solutions that bundle together well to support student mental health and safety:

- **Gaggle Safety Management for Google** monitors and reviews student content in the district's Google Workspace for Education environment. Gaggle alerts school officials when students show signs of self-harm, depression, thoughts of suicide, substance abuse, cyberbullying, credible threats of violence against others, or other harmful situations.
- **Hosted Archiving and Backup Solution** is an enterprise-class data storage service with features that can be used to retrieve data or search for information for litigation requests.
- **SpeakUp for Safety** allows students to easily submit tips and safety concerns, which are reviewed by our Safety team around the clock. If a tip reveals a threat to student safety or well-being, Gaggle will alert school officials immediately.
- **Web Filter Support** integrates with web filters for real-time human review of student safety alerts. When an alert is triggered from the web filter, a notification is sent to Gaggle. The content is then reviewed by our Safety team to determine the nature and severity of the alert.

We look forward to continuing to partner with NCPA in providing services to their members.

Sincerely,



Jennie Eft

Director of Sales Operations | [gaggle](#)

Phone: 800-288-7750 | Email: jennie@gaggle.net



Safe Email and Storage Accounts

NATIONAL COOPERATIVE PURCHASING ALLIANCE

RFP #14-21

SERVICE PROPOSAL



Jennie Eft Director of Sales Operations
800.288.7750 | jennie@gaggle.net | gaggle.net

Table of Contents

Tab 1: Master Agreement

General Terms & Conditions	3
Signature Form	5

Tab 2: NCPA Administrative Agreement

Completed NCPA Administration Agreement	7
---	---

Tab 3: Vendor Questionnaire

Completed Questionnaire	11
-------------------------	----

Tab 4: Vendor Profile

Gaggle Profile	14
----------------	----

Tab 5: Products and Services

Safety Management for Google and/or Microsoft 365	19
Privacy and Security	22
Hosted Archiving for Email and Storage Accounts	23

Tab 6: References

Gaggle References	25
-------------------	----

Tab 7: Pricing

Gaggle Pricing	27
----------------	----

Tab 8: Value Added Products and Services

SpeakUp for Safety Tipline	28
Web Filter Support	29

Tab 9: Required Documents

Clear Air and Water Act/Debarment Notice	
Contractor Requirements	
Antitrust Certification Statements	
Gaggle Organizational Chart	
Gaggle Certificate of Insurance	

General Terms & Conditions

General Terms & Conditions

Gaggle is an existing NCPA vendor and agrees to continue with those Terms and Conditions outlined in the RFP documents. The completed and signed Signature Form is included in the proposal response.

Gaggle Documents

[Gaggle Services Terms and Conditions](#)

[Gaggle Service Level Agreement](#)

[Gaggle Student and Staff Data Privacy Notice](#)

[Gaggle Privacy Notice](#)

Free Customer and Technical Support

Gaggle includes unlimited customer and technical support at no additional charge. Customer service is a top priority at Gaggle, and our goal is to provide outstanding customer service. When calling our customer service, you will speak with a live person, not get caught in an automated phone system. The Gaggle Customer Service team is available via our toll-free number or Live Chat feature Monday through Friday from 6:00 AM to 8:00 PM CT. After hours and on weekends and holidays, customers are encouraged to reach our service department via support@gaggle.net.

In addition to telephone and email support, customers may choose to take advantage of our extensive library of online documentation, which includes training videos and a comprehensive user guide.

Implementation

We are confident that you will be very happy with your decision to purchase Gaggle's solution. You'll find that working with Gaggle is not like most vendor/customer relationships. We are completely committed to a successful implementation and long-term relationship, so we consider our schools and districts to be partners rather than customers. Our implementation process is just the beginning of what we hope will be a long partnership, and we will do everything we can to give you a strong foundation for years to come.

Your implementation will likely include multiple people, both on your side and ours. However, you will be assigned a dedicated Implementation Specialist to guide you through our multi-phased implementation process. We have extensive experience with implementations for school districts of all sizes and have developed the knowledge, tools, resources, and documentation to make sure everything goes as smoothly as possible.

Professional Development

Gaggle provides both on-site and virtual professional development to meet our partners' objectives. Our trainers create a comfortable learning environment with interactive sessions designed to educate and engage everyone in attendance. Gaggle will coordinate with you to provide a training experience that meets your district's objectives.



“Gaggle Safety Management promotes a higher level of student safety in our district. Since implementing the solution in 2018, Gaggle has allowed us to identify students who are in trouble or participating in risky behaviors. We've been able to intervene on several occasions to assist students in need. There have been a few instances, over weekends or in the evening, when a student indicated that they were considering self-harm. We were able to dispatch law enforcement to their home and then follow up with support services once the student was safe.”

DR. JEFFREY R. RABEY
Superintendent of Schools
Depew Union Free School District



Tab 1 – Master Agreement

General Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

◆ Prevailing Wage

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

◆ Miscellaneous

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

◆ Open Records Policy

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

Process

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

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

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

Evaluation Criteria

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

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

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

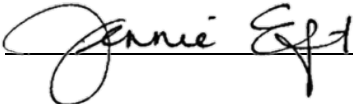
- ◆ Technology for Supporting the Program (10 points)
 - Electronic on-line catalog, order entry use by and suitability for the entity's needs
 - Quality of vendor's on-line resources for NCPA members.
 - Specifications and features offered by respondent's products and/or services

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

Signature Form

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

Prices are guaranteed: **120 days**

Company name	<u>Gaggle.Net. Inc.</u>
Address	<u>5050 Quorum Drive, Suite 700</u>
City/State/Zip	<u>Dallas, TX 75254</u>
Telephone No.	<u>800-288-7750</u>
Fax No.	<u>309-665-0171</u>
Email address	<u>jennie@gaggle.net</u>
Printed name	<u>Jennie Eft</u>
Position with company	<u>Director of Sales Operations</u>
Authorized signature	<u></u>

NCPA Administration Agreement

The completed NCPA Administration Agreement follows.

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of August 16, 2021, by and between National Cooperative Purchasing Alliance (“NCPA”) and Gaggle.Net, Inc. (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated August 16, 2021, referenced as Contract Number 01-127, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Safe E-mail and Storage Accounts;

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

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

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

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

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

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

◆ General Terms and Conditions

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

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

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

◆ **Term of Agreement**

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

◆ **Fees and Reporting**

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

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total

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

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


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

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


◆ General Provisions

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

National Cooperative Purchasing Alliance:

Name: Matthew Mackel
Title: Director, Business Development
Address: PO Box 701273
Houston, TX 77270
Signature: 
Date: August 16, 2021

Vendor:

Gaggle.Net, Inc.
Name: Jennie Eft
Title: Director of Sales Operations
Address: 5050 Quorum Drive, Suite 700
Dallas, TX 75254
Signature: 
Date: 7/7/21

Vendor Questionnaire

Gaggle provides services to all 50 states. The completed Vendor Questionnaire follows.

Tab 3 – Vendor Questionnaire

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

◆ States Covered

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

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

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

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

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

◆ **Minority** **and Women**

Business Enterprise (MWBE) and (HUB) Participation

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

◆ **Residency**

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

◆ **Felony Conviction Notice**

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

◆ **Distribution Channel**

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

◆ **Processing Information**

- Provide company contact information for the following:

- **Sales Reports / Accounts Payable**

Contact Person: **Jennie Eft**

Title: **Director of Sales Operations**

Company: **Gaggle.Net, Inc.**

Address: **5050 Quorum Drive, Suite 700**

City: **Dallas**

State: **TX**

Zip: **75452**

Phone: **800-288-7750**

Email: **jennie@gaggle.net**

- Purchase Orders

Contact Person: Jennie Eft

Title: Director of Sales Operations

Company: Gaggle.Net, Inc.

Address: 5050 Quorum Drive, Suite 700

City: Dallas

State: TX

Zip: 75452

Phone: 800-288-7750

Email: jennie@gaggle.net

- Sales and Marketing

Contact Person: Jack Russell

Title: Marketing Manager

Company: Gaggle.Net, Inc.

Address: 5050 Quorum Drive, Suite 700

City: Dallas

State: TX

Zip: 75452

Phone: 800-288-7750

Email: jack@gaggle.net

- ◆ Pricing Information

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

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

Yes No

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

Yes No

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

Yes No

Vendor Profile

Gaggle Profile

Please provide the following information about your company:

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

Gaggle.Net, Inc.

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

Gaggle is the right solution for you and your students. Our focus is, and always has been, student safety so educators can have the confidence to allow learners to take advantage of current technology for communication, collaboration, and productivity. For schools using Google Workspace for Education or Microsoft 365, Gaggle Safety Management enhances compliance with the Children's Internet Protection Act (CIPA).

We realized years ago that teachers, administrators, and IT professionals didn't have the hours needed to read through daily logs or folders containing student messages and files. We knew there were likely serious situations—such as possible suicides or other safety threats—that were going unnoticed, so we added a team of specially trained Safety Experts to analyze and review concerning items 24/7/365 and contact the appropriate administrators so they can intervene.

We then started to get requests from districts asking for a tipline where students could submit information about other students in trouble or issues of concern. We developed our SpeakUp for Safety tipline, where our Safety Representatives review the tips and notify the district 24/7/365 about urgent issues.

In the 2019–20 school year, Gaggle identified 927 students who were planning to kill themselves or someone else within the next 24 hours. The current climate has placed additional stressors on students who are lacking routine and connection. We now offer Gaggle Therapy, a new way to support students through ongoing teletherapy sessions. This program helps eliminate gaps in access to mental health support for students, ensuring students of all backgrounds and economic circumstances are able to get help if needed.

Gaggle has been the leader in providing a safe email and document environment for children for more than 20 years. Unlike our competitors who have just entered this market over the last several years, our solutions have been proven successful in saving thousands of lives. In addition, Gaggle is the only provider that completely blocks inappropriate content from reaching the intended recipients, providing peace of mind for administrators, teachers, and parents.

However, we will not rest on our laurels. We strive to constantly innovate to provide the best safety solution. We do not just analyze email—we have been analyzing attachments, Google Drive, and Microsoft OneDrive for years. We also analyze Google Hangouts, Microsoft Teams, and Yammer so that you do not have to fear using these powerful tools with your students. Our competitors are trying to build these tools right now while we continue to enhance what has been working for our customers for years.

Gaggle leads the way in analyzing images to protect schools and children from sexually explicit content. Our proprietary Anti-Pornography Scanner locates the images, which we then quarantine from your drive so that you do not have to deal with the liability of housing explicit content on school-issued resources. This solution is only available at Gaggle, further demonstrating our commitment to innovate and solve our customers' problems while keeping children safe.

As we move into the future of student safety and mental health, Gaggle is continuing to support students with new features and services, such as Gaggle Therapy, to help districts provide a holistic education experience that truly supports the whole child.

- ◆ **Company's Dun & Bradstreet (D&B) number.**
Gaggle's Dun & Bradstreet number is 13-416-7720
- ◆ **Company's organizational chart of those individuals that would be involved in the contract.**
Gaggle's Organizational Chart is attached at the end of this proposal response.
- ◆ **Corporate office location.**
Gaggle's Corporate office location is 5050 Quorum Drive, Suite 700, Dallas, TX 75472
 - ▶ **List the number of sales and services offices for states being bid in solicitation.**
Gaggle has Regional Sales Managers located across the United States. States include Texas, Washington, Illinois Wisconsin, Arizona, California, Ohio, Connecticut, Tennessee, Georgia, Idaho, Minnesota, Colorado, and Michigan.
 - ▶ **List the names of key contacts at each with title, address, phone and email address.**
Key contact for customers and this agreement will be:
Jennie Eft, Director of Sales Operations
5050 Quorum Drive, Suite 700, Dallas, TX 75452
Phone: 800-288-7750
Email: jennie@gaggle.net

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

Our standard terms of payment are Net 30.

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

Our main competition in the marketplace are other web filter providers who also provide services similar to ours.

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

Gaggle specializes in providing a safety solution that is customized to meet the specific needs of K-12.

- We have a proprietary Anti-Pornography Scanner for detecting offensive images.
- All instances of explicit content involving minors are quarantined from Google Drive and reported to NCMEC (National Center for Missing & Exploited Children).
- All data is stored within the United States.
- 24/7/365 analysis and review of suspicious items.

- Our solution includes a team of specially trained Safety Representatives who are all located within the United States.
- Incident Dashboard for reporting and analytics
- Incident Interface to receive, manage, and resolve incidents.

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

As an organization, Gaggle strives to enhance the safety and well-being of students. To allow us to protect even more students, our Sales and Marketing teams strive to inform potential customers about how Gaggle can help. To do so, we utilize a variety of tactics, including:

- Digital marketing tactics such as email campaigns, digital advertising, and social media messaging
- Compelling content ranging from [blogs](#) to [case studies](#) and [more](#)
- Hosting of and participation in both in-person and virtual events

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

Since we are a current partner with NCPA, Gaggle is already aware of the agreement with NCPA.

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

Gaggle does not have an online catalog. Customers can reach out for assistance/demo through our website if they would like.

◆ **Describe your company's Customer Service Department (hours of operation, number of servicecenters, etc.)**

Gaggle includes unlimited customer and technical support at no additional charge. Customer service is a top priority at Gaggle, and our goal is to provide outstanding customer service. When calling our customer service, you will speak with a live person, not get caught in an automated phone system. The Gaggle Customer Service team is available via our toll-free number or Live Chat feature Monday through Friday from 6:00 AM to 8:00 PM CT. After hours and on weekends and holidays, customers are encouraged to reach our service department via support@gaggle.net.

In addition to telephone and email support, customers may choose to take advantage of our extensive library of online documentation, which includes training videos and a comprehensive user guide.



- ◆ **Green Initiatives**

Gaggle encourages all employees to do their part in reducing our carbon footprint and reducing waste.

- ◆ **Vendor Certifications (if applicable)**

N/A

Products and Services

Safety Management Services for Google and/or Microsoft 365

Enhance your learning environment with a digital safety net for Google Workspace for Education, Microsoft 365, and learning management systems.

Gaggle ensures the safety of students through early warning detection of self-harm, drug or alcohol use, cyberbullying, sexually explicit content, and other harmful situations. By combining machine learning technology, advanced algorithms, and trained Safety Representatives, schools and districts can create safe digital learning environments for communication, collaboration, and learning.

Gaggle Safety Management is a hosted, cloud-based solution. Since it is cloud-based and not appliance-based, no additional hardware purchase is required.

Flexibility

Gaggle offers several options to customize your district's student communication environment and enhance CIPA compliance. Whether the district uses Google Workspace for Education, Microsoft 365, or both platforms, we can help provide a safe online learning environment for students.

Your customized solution can include review of:

- Google/Microsoft 365 email
- Google Drive/Microsoft 365 OneDrive
- Google Hangouts
- Microsoft Teams
- Yammer
- Canvas LMS



**Districts With Gaggle's
Safety Management
Solution Receive
Complimentary Web Filter
Support and Tipline Service**

Districts using the full Gaggle Safety Management (GSM) solution **receive web filter safety integration and our SpeakUp for Safety tipline at no additional cost.** This comprehensive offering is part of Gaggle's ongoing mission to support schools and districts by providing the best student safety solution available.

Advantages of Gaggle Safety Management:

- Consistent and impartial application of the district's policies
- All data stored in the United States
- Email messages with inappropriate/bullying content are blocked from the recipient
- Analysis and review of email attachments
- Proprietary Anti-Pornography Scanner
- U.S. based, 24/7 expert analysis and review
- Quarantine feature to remove sexually explicit content involving minors from your accounts

Monitoring and Safety Features

Content Analysis: Machine learning technology and advanced algorithms reveal potentially harmful language and images.

Anti-Pornography Scanner (APS): CIPA compliance is ensured with our unique real-time image analysis that detects and prevents pornographic images. The APS scans embedded and attached images as well as images in attachments like Word and PowerPoint documents. Even URL links to other websites are scanned for offensive content.

Expert Review: Gaggle's trained professionals analyze and review content 24/7/365. They have been trained by various law enforcement agencies to detect potentially serious issues and alert school officials if a threat is imminent. They have also been trained to properly handle sexually explicit images and interact with the National Center for Missing & Exploited Children (NCMEC).

Mitigate Issues and Concerns: We help identify potentially harmful student situations and provide opportunities to teach digital citizenship. Identifying the problem, however, is only the first step. Based on the severity of the issue, our Safety team will reach out to your emergency contacts via email or phone.

Quarantine: Gaggle will remove sexually explicit material involving minors from district Google Drive accounts and store them on our servers. This helps protect not only the student by removing access to that content, but also the district from having that content on your servers. Gaggle also reports these incidents to NCMEC as required, protecting schools from the risks and liability involved in handling pornographic images.

Gaggle Safety Management Dashboard

Student safety and your school climate have a definite impact on your students' ability to fully engage and succeed. Gaggle's Safety Management Dashboard enables administrators to have visibility into the district's data and incidents. The dashboard presents real-time statistics with graphs that display data in a simplified and easy-to-read format.

You may use this tool to allocate security resources or implement support and prevention programs around common issues. You'll be able to keep tabs on individual schools and the district as a whole, including data on the number of items being flagged and reviewed by our Safety Experts, how many of those resulted in actionable incidents, and the level of concern. We understand that there are many ways to analyze your data; therefore, we have incorporated filters and options for drilling down to see what's most important to you. We know that data this powerful needs to be available on demand, so we applied our mobile-first design philosophy. This means you can instantly access your Safety Management Dashboard from your phone or tablet, as well as on a computer.

Incident Workflow is an interactive feature for Gaggle Safety Management that allows district admins and emergency contacts to manage and resolve student incidents in a simple, intuitive web interface. Incident Workflow offers simplified reporting and gives Gaggle partners the ability to track open incidents in real time. Many schools and districts are tasked with routinely reporting back to their boards or state agencies on incidents with documented outcomes. With this feature, Gaggle partners will have the ability to track and report on these critical incidents more accurately.



"Gaggle allows me to know that my system is being monitored so that I don't have liability when it comes to pornographic content or safety concerns for students who write about suicide. All I want is to take care of my organization, and Gaggle helps me do that. I appreciate the fact that Gaggle filters out the content that can cause harm."

DAVE MCQUEEN
Superintendent,
Kelseyville Unified School
District





Privacy and Security

Data Security

Data security is very important to us. All data is housed within the continental United States. Client data is stored on three separate storage systems in two geographically disparate data centers, providing data redundancy and security.

Gaggle's data is stored in Amazon Web Services (AWS) and our own dedicated data center. Files are stored in an encrypted format, all communication is over Secure Sockets Layer (SSL), and all passwords are hashed. Data is retained for varying lengths of time depending upon the contract with the customer. When services are canceled, data is purged.

Compliance With Privacy and Safety Laws

Gaggle considers student safety a top priority and complies with all U.S. privacy and safety laws, particularly those involving students or children. These include: Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA), Children's Online Privacy Protection Act (COPPA), and CIPA. Gaggle also conducts criminal background checks on all employees.

Hosted Archiving for Email and Storage Accounts

Gaggle provides an affordable and secure cloud archiving solution with free customer service, free technical support, and still allows the client to retain control over the archiving environment. Gaggle understands that districts are looking for an archiving solution to increase operational efficiencies, save IT staff time, and save money. This is why our email archiving solution is built for ease of use, disaster recovery, and eDiscovery. [An overview of our solution is available here.](#)

Customized Retention Policies

The district can set customizable data retention policies for each school organization and department.

Powerful Search Capabilities

Gaggle's solution includes the ability for granular searching. Users with access to the archiving platform can search email messages across specified groups and users. Users can narrow down search results using criteria such as sender and recipient, subject text, body text, attachments, and date range.

Litigation Holds

Gaggle's Litigation Hold feature freezes individual emails or an entire email account. Frozen accounts still function as normal and all new messages are archived, but nothing can be purged from these accounts until the litigation hold is removed. Gaggle supports the creation of folders pertaining to specific cases, allowing offices to freeze single messages or entire results that come back from searches performed.

Private Accounts


With private accounts, your superintendent and school board accounts can be archived, but access is restricted.

Total Data Integrity

Gaggle's solution includes encryption both in transit and at rest. Encryption at rest provides enhanced protection against data theft or exposure

Tiered Permissions for Searches

Access to the archive is continuous, and the client determines who can access the data. There is a robust hierarchy to facilitate end-user access to personal archive, groups, and departments, as well as global access. Once data is archived, users do not have the ability to alter or delete



data. Archived data is maintained on three identical, enterprise-class, solid-state storage systems for redundancy and disaster recovery.

The client may allow individual end users access to their archive or restrict access to a few administrators. The platform has the ability to redeliver a message to the user's current mail system for easy end-user retrieval of prior content.

The Gaggle administrator will receive immediate notice whenever another user in the organization accesses administrator archives. This feature not only enables the administrator to monitor usage from those that have been granted access, it also helps to prevent unwanted access.

Extensive Security Logs

Gaggle provides extensive security logs for complete transparency of any activity that takes place in the archives. Archive Access Logs display: the time and date that messages were accessed; who accessed them; if they read, forwarded, printed, or downloaded the message; access to the message in question; whom the message was to and from; and the date of the message. Search Logs provide the time and date that a search was performed, who performed the search, what parameters were used in the search, and the number of messages that were returned. Complete logs and/or selected logs can be downloaded and printed through the interface should any activity come into question or for reporting purposes, taking a large time burden from IT departments.

24-Hour Access

The Gaggle Archiving interface is powerful, easy to use, and available 24/7 for your needs. Access only requires internet access. The system supports LDAP authentication as well as single sign-on protocols. User accounts can be grouped by organizational unit, department, or supervisor. Multiple user access levels and hierarchies are provided.

Unlimited Storage

Gaggle's archiving solution includes unlimited storage and retention.

Platform Agnostic

Gaggle's archiving solution is platform agnostic. We can provide archiving services for most commonly used platforms.

Advanced Boolean Search Functionality

Gaggle supports Boolean operators such as AND, "+", OR, NOT and "-".

Pricing

Gaggle pricing is based upon an annual fee per user account. See Gaggle's NCPA pricing list included as a separate attachment.

Value-Added Products and Services

SpeakUp for Safety Tipline

Students are one of the best lines of defense to protect your schools, but they are often reluctant to speak directly to an adult. SpeakUp for Safety from Gaggle provides an easy way for your students to share concerns about school safety and the well-being of fellow students.

We do not ask for the person submitting the tip to identify themselves. A student could be identified if they use a district-issued email account. Trained professionals evaluate content 24/7/365, filter out false positives, and send an email regarding non-life-threatening items to your designated staff. They will also call school officials in emergency situations and can even initiate a wellness check.

How It Works

Messages sent to SpeakUp for Safety result in an auto-reply, which explains how the tipline works and includes a phone number students can use for text messages or phone calls.

A monthly reminder sent to all students includes your dedicated SpeakUp for Safety phone number as well as more information about the tipline.

Students can report:

- Bullying
- Threats to your schools
- Suicide ideation, self-harm, or depression
- Unhealthy relationships
- Drugs on campus
- Other threats



“SpeakUp for Safety from Gaggle helps Milford Public Schools be proactive keeping our schools and students safe. The 24/7 human touch that Gaggle provides differentiates its safety tipline from other solutions.”

KEVIN MCINTYRE,
ED.D
Superintendent
Milford Public
Schools



Web Filter Support

You have a web filter in place, but is your district equipped to review students' digital activity 24/7/365? We've partnered with web filtering platforms to create an integrated digital safety solution that helps districts protect students both on and off campus.

Eliminate False Alerts and Pressure on Staff

Deploy a stronger digital safety net in your district to protect students around the clock. Our solution helps to eliminate the pressure and workload on IT administrators and staff so they no longer need to deal with false alerts, review items at night and on weekends, or worry about missing potential issues with life-threatening consequences.

How Does It Work?

- Your web filter is integrated with the Gaggle student safety solution
- When a student search is flagged, an alert will be sent to the Gaggle Safety team
- The item is reviewed and our team will determine the next steps

Implementation

Setup is quick and as simple as adding the Gaggle email address to your web filter configuration for flagged searches. No more constantly checking your email for alerts—we're doing that so you don't have to worry about it.



How Gaggle Helps Support Around-the-Clock Student Safety

Today's technologies can help make K-12 learning more accessible than ever. However, keeping students safe and connected in the digital space 24/7 is vital.

Digital tools can help keep students connected and collaborating, but they can also enable students to engage in risky behaviors. Monitoring for these tools is crucial and can make the difference between students being effective and collaborative or off-task and inappropriate.

Safety management platforms like Gaggle can help keep an eye on students as they engage with school-issued technology both during and after school hours. Our platform can uncover potentially harmful content, which is further evaluated by our trained safety professionals. Gaggle will alert school officials about any unsafe situations or struggling students, and even initiate a wellness check if necessary.

Required Documents

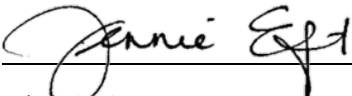
The following required proposal documents are attached:

- Clear Air and Water Act/Debarment Notice
- Contractor Requirements
- Antitrust Certification Statements
- Gaggle Organizational Chart
- Gaggle Certificate of Insurance

Clean Air and Water Act & Debarment Notice

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

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

Potential Vendor	<u>Gaggle.Net, Inc.</u>
Print Name	<u>Jennie Eft</u>
Address	<u>5050 Quorum Drive, Suite 700</u>
City, State, Zip	<u>Dallas, TX 75254</u>
Authorized signature	<u></u>
Date	<u>7/7/2021</u>

Contractor Requirements

Contractor Certification Contractor's Employment Eligibility

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

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

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

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

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

Fingerprint & Background Checks

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

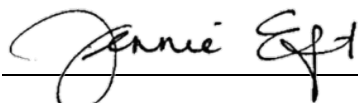
The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

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

Business Operations in Sudan, Iran

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

Authorized signature



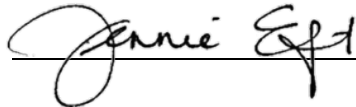
Date

7/7/2021

Antitrust Certification Statements (Tex. Government Code § 2155.005)

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

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

Company name	<u>Gaggle.Net, Inc.</u>
Address	<u>5050 Quorum Drive, Suite 700</u>
City/State/Zip	<u>Dallas, TX 75254</u>
Telephone No.	<u>800-288-7750</u>
Fax No.	<u>309-665-0171</u>
Email address	<u>jennie@gaggle.net</u>
Printed name	<u>Jennie Eft</u>
Position with company	<u>Director of Sales Operations</u>
Authorized signature	<u></u>

Required Clauses for Federal Funds Certifications

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

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

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

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

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

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision

for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee

of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

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

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

CIVIL RIGHTS / TITLE VI REQUIREMENTS

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

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

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

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

DISADVANTAGED BUSINESS PARTICIPATION

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

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

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

ENERGY CONSERVATION REQUIREMENTS

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

FEDERAL CHANGES

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

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

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

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

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

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

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

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

State Notice Addendum

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

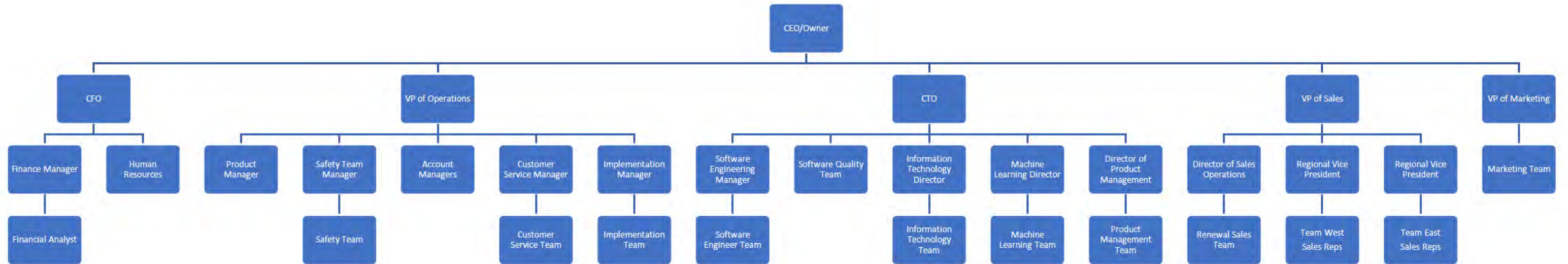
For your reference, the links below include some, but not all, of the entities included in this proposal:

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

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



GAGGLE ORGANIZATIONAL CHART





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/1/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Clemens & Associates, Inc. 2806 E Empire Bloomington, IL 61704	CONTACT NAME Christi Cruz PHONE (A/C, No, Ext) (309) 662-2100 1237	FAX (A/C, No) (309) 665-4157
	E-MAIL ADDRESS cmcruz@clemensins.com	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Gaggle.Net, Inc. PO Box 1352 Bloomington, IL 61702	INSURER A The Travelers	
	INSURER B Travelers Insurance	
	INSURER C	
	INSURER D	
	INSURER E	
	INSURER F	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE L MIT APPL ES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ZLP 15T89486	7/1/2021	7/1/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA-2N958977	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			CUP7K738319	7/1/2021	7/1/2022	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCR PTION OF OPERATIONS below		N / A	UB5J010678	7/1/2021	7/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACC DENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	D&O/EPL/CRIME			106808820	7/1/2021	7/1/2022	Limit	2,000,000
A	TECH/E&O			ZPL61M87326	7/1/2021	7/1/2022	Limit	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER PROOF OF INSURANCE	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Raid Beatts</i>



800.288.7750 | [GAGGLE.NET](https://www.gaggle.net)

