

# National Cooperative Purchasing Alliance

RFP #04-20

## PROPOSAL DUE DATE

June 16, 2020 | 2:00 P.M. CST

National Cooperative Purchasing Alliance  
P.O. Box 701273  
Houston, TX 77270

## Software Products, Services, and Training



Proposed by

catchoon<sup>®</sup>

## Cover Letter

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June 16, 2020

National Cooperative Purchasing Alliance  
P.O. Box 701273  
Houston, TX 77270

**Re: National Cooperative Purchasing Alliance, RFP #04-20 for Software Products, Services, and Training**


To Whom It May Concern:

Thank you for the opportunity to respond to **RFP #04-20 for Software Products, Services, and Training**.

CatchOn is an expansive data analytics administrative tool that provides K- 12 technology leaders with real-time evidence about application utilization, implementation fidelity, cost, and return on investment. It is a cutting-edge digital application analytics tool focused specifically on helping school districts discover and better understand their students' and staff's utilization of applications and online educational content.

In June 2018, CatchOn became one of the ENA family of companies. CatchOn and ENA have been working collaboratively together since 2018 and CatchOn has leveraged ENA's industry leading customer support focus and product development expertise to bring CatchOn to the next level of enterprise software as a service. Combined, CatchOn and ENA provide a rich portfolio of services to meet the demands of today's digital schools. CatchOn customers are supported by ENA's exemplary customer service and support team, which has been providing unparalleled support to the nation's school systems for over two decades. Collectively, CatchOn and ENA leverage their respective resources and expertise to deliver critical services and solutions that help school districts produce positive outcomes in the communities they serve. Our mission is to empower communities by bridging innovative technologies with exemplary customer care.

### *Why Select CatchOn*


 CatchOn is powerful data analytics tool that provides administrators insight into their district technology investments, integration, and adoption. It empowers users with visibility into all apps, software, and website activity. CatchOn, an indispensable tool for any district utilizing digital tools and resources, provides the needed insight and analytics to inform educators and administrators about usage and trends, student data privacy vulnerabilities, professional development needs, and subscription management as well as quantify investments in technology. CatchOn is the only tool of its kind, collecting up-to-the-minute data on every device type and all app, software and website activity, allowing districts to see 100% of activity on 100% of devices at their schools including Chrome, Windows, iOS, and Mac.

**The principal contact for CatchOn's response is:**

Mark Merluzzi – Director of CatchOn National Sales  
Phone: (615) 312-6027  
E-mail: mmerluzzi@catchon.com

We appreciate your consideration of our response and look forward to the opportunity to work with you to implement our proposed solution and services. Please do not hesitate to contact Mark or me if you have any questions or need clarification of any portion of CatchOn's response.

Sincerely,

A handwritten signature in blue ink that reads "Lillian Kellogg".

Lillian Kellogg  
Senior Vice President

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## 1. Master Agreement/Signature Form

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CatchOn understands and will comply with all the general terms and conditions as outlined in **Tab 1 – Master Agreement General Terms and Conditions** and has no exceptions.

Please find NCPA's **Master Agreement** as well as ENA's completed **Signature Form** immediately following this page.

### Authorized Resellers

In addition to marketing and selling CatchOn directly to NCPA members, CatchOn has several value-added resellers who are authorized to market and sell CatchOn. Our authorized resellers are listed below, and we respectfully request NCPA approve these resellers if CatchOn is awarded a new contract based on this RFP.

- ◆ ENA ([www.ena.com](http://www.ena.com))
- ◆ ISphere ([www.us.isphere.net](http://www.us.isphere.net))
- ◆ Kajeet ([www.kajeet.com](http://www.kajeet.com))
- ◆ Trox (formerly Troxell Communications, Inc.) ([www.trox.com](http://www.trox.com))

# Tab 1 – Master Agreement

## General Terms and Conditions

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- ◆ 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

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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 \$40 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

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- ◆ 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.
  
- ◆ 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

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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	CatchOn, Inc.
Address	618 Grassmere Park Drive, Suite 12
City/State/Zip	Nashville, TN 37211
Telephone No.	(615) 312-6072
Fax No.	(615) 312-6099
Email address	lkellogg@ena.com
Printed name	Lillian Kellogg
Position with company	Senior Vice President
Authorized signature	

## 2. NCPA Administration Agreement

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Please find CatchOn's completed **NCPA Administration Agreement** immediately following this page.

# Tab 2 – NCPA Administration Agreement

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This Administration Agreement is made as of July 1, 2020, by and between National Cooperative Purchasing Alliance (“NCPA”) and CatchOn, Inc. (“Vendor”).

## Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated July 1, 2020, referenced as Contract Number 01-105, 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 Software Products, Services and Training;

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 monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to NCPA offices at reporting@ncpa.us. Reports are due on the fifteenth (15<sup>th</sup>) day after the close of the previous month or 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 underreporting 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.

<b>National Cooperative Purchasing Alliance:</b>		<b>Vendor:</b>	CatchOn, Inc.
Name:	Matthew Mackel	Name:	Lillian Kellogg
Title:	Director, Business Development	Title:	Senior Vice President
Address:	PO Box 701273 Houston, TX 77270	Address:	618 Grassmere Park Drive, Suite 12 Nashville, TN 37211
Signature:		Signature:	
Date:	July 1, 2020	Date:	June 15, 2020

### 3. Vendor Questionnaire

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Please find CatchOn's completed **Vendor Questionnaire** immediately following this page.

# Tab 3 – Vendor Questionnaire

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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)

American Samoa

Northern Marina Islands

Federated States of Micronesia

Puerto Rico

Guam

U.S. Virgin Islands

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 **Nashville**, State of **TN**

◆ **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 3<sup>rd</sup> 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: **Managed Service Provider**

◆ **Processing Information**

- Provide company contact information for the following:

- **Sales Reports / Accounts Payable**

Contact Person: **Glen Thomasson**

Title: **Controller**

Company: **ENA Services, LLC (CatchOn is an ENA affiliate.)**

Address: **618 Grassmere Park Drive, Suite 12**

City: **Nashville**

State: **Tennessee**

Zip: **37211**

Phone: **(615) 312-6291**

Email: **gthomasson@ena.com**

▪ Purchase Orders

Contact Person: Spencer Curry  
Title: Operations Accountant, Team Lead  
Company: ENA Services, LLC (CatchOn is an ENA affiliate.)  
Address: 618 Grassmere Park Drive, Suite 12  
City: Nashville State: Tennessee Zip: 37211  
Phone: (615) 312-6211 Email: scurry@ena.com

▪ Sales and Marketing

Contact Person: Mark Merluzzi  
Title: Director of CatchOn National Sales  
Company: CatchOn, Inc.  
Address: 618 Grassmere Park Drive, Suite 12  
City: Nashville State: Tennessee Zip: 37211  
Phone: (615) 312-6027 Email: mmerluzzi@catchon.com

◆ Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
  - If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.  
 Yes  No
- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.  
 Yes  No
- Vendor will provide additional discounts for purchase of a guaranteed quantity.  
 Yes\*  No

\*On an individual-case basis, CatchOn offers discounts for firm commitments to license our CatchOn solution for a significant student population.

## 4. Vendor Profile

Please provide the following information about your company:

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

CatchOn’s full, legal name is CatchOn, Inc.

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

CatchOn was founded in 2016 by Jena Draper, a technology-enthusiast with a passion for improving learning outcomes in the classroom. After speaking with school districts across the nation, Draper discovered that many education leaders were struggling to gauge the effectiveness and usage of their online software application investments. Draper created CatchOn to bridge that gap and provide school districts with the data required to make informed choices about the apps and digital resources they are purchasing and adopting.

In June 2018, CatchOn became one of the Education Networks of America, Inc. (ENA) family of companies. Collectively, CatchOn and ENA leverage their resources and expertise to deliver critical services and solutions that help school districts produce positive outcomes in the communities they serve.

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

CatchOn is in the process of securing a Dun & Bradstreet number and will provide as soon as received. In the interim, we are providing our affiliate ENA’s Dun & Bradstreet number, which is 01-211-98-35.

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

CatchOn is led by individuals with a deep understanding of, experience in, and commitment to education and technology. The following is a list of all key personnel who will perform the work outlined in our response. Following this list, we have included an **Organizational Chart** depicting our structure.

### Senior Management Team

- ◆ David M. Pierce, Chief Executive Officer (CEO)
- ◆ Michael McKerley, Vice President of Technology & Innovation, Chief Technology Officer (CTO)
- ◆ Matthew Turner, Vice President of Operations
- ◆ Gayle Nelson, Senior Vice President of Customer Services
- ◆ Lillian Kellogg, Senior Vice President of Client Services

### Customer Support Teams

- ◆ **Customer Services**
  - ◇ Mark Merluzzi, National Sales Director, CatchOn
  - ◇ April Hughes, CatchOn Account Service Manager
  - ◇ Lisa Knox, CatchOn Account Service Manager
  - ◇ Brent Dunlap, CatchOn Account Service Manager
  - ◇ Jon Dominik, CatchOn Account Service Manager
  - ◇ Craig McClellan, CatchOn Customer Success Manager
  - ◇ Caitlyn Brown, CatchOn Customer Success Manager

- ◆ **Operations**

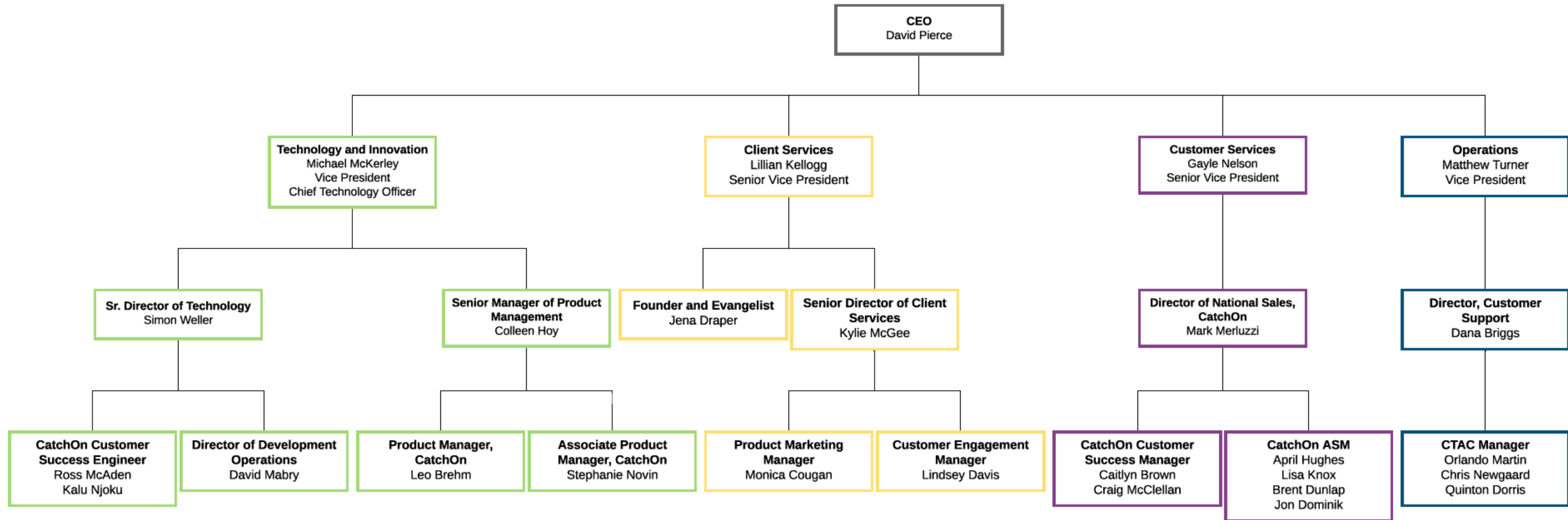
- ◇ Dana Briggs, Director of Customer Support
- ◇ Orlando Martin, Chris Newgaard, and Quinton Dorris – CTAC Managers

- ◆ **Technology and Innovation**

- ◇ Simon Weller, Senior Director of Technology
- ◇ Leo Brehm, Senior CatchOn Product Manager
- ◇ David Mabry, Director of Development Operations
- ◇ Kalu Njoku, CatchOn Customer Success Engineer
- ◇ Ross McAden, CatchOn Customer Success Engineer

- ◆ **Client Services**

- ◇ Jena Draper, CatchOn Founder and Evangelist
- ◇ Kylie McGee, Senior Director of Client Services
- ◇ Monica Cougan, Product Marketing Manager





- **Corporate office location.**

CatchOn's corporate office is located in Nashville, TN:

CatchOn, Inc.

618 Grassmere Park Drive, Suite 12

Nashville, TN 37211

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

In addition to our corporate office in Nashville, CatchOn and ENA maintain an office in Indianapolis, Indiana.

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

Mark Merluzzi, CatchOn National Sales Director and Lillian Kellogg, Senior Vice President of Client Services, are the primary points of contact for CatchOn's response. They will be responsible for engaging any additional key contacts, as appropriate, for all geographies served.

Mark Merluzzi – Director of CatchOn National Sales  
618 Grassmere Park Drive, Suite 12, Nashville, TN 37211  
Phone: (615) 312-6027  
E-mail: mmerluzzi@catchon.com

Lillian Kellogg – Senior Vice President  
618 Grassmere Park Drive, Suite 12, Nashville, TN 37211  
Phone: (615) 312-6072  
E-mail: lkellogg@ena.com

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

CatchOn's standard term of payment is Net 30.

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

CatchOn is a unique and comprehensive data analytics tool that provides administrative leaders a window into the efficacy of their technology investments and integrations by collecting real-time data both inside and outside the classroom on district devices and on app, software, and web resource activity. **CatchOn is the only tool of its kind to collect up-to-the-minute data on district owned devices and app, software and website activity. Districts can see activity on all district owned devices on and off campus including those running on Chrome, Windows, iOS, and Mac.** Discoverable applications include those provided by the district plus thousands of additional applications in CatchOn's growing library. Using evidence from CatchOn, a school district leader can measure education technology initiatives, prescribe professional development, and optimize their budget for licensed and non-licensed digital learning tools.

While we believe CatchOn to be unique in the marketplace, there are a few other companies that provide a portion of the data analytics that CatchOn provides on selected operating systems. Those companies include PAPERbasket, Learn Platform, and Glimpse K-12.

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

As described above, CatchOn is a unique and comprehensive data analytics tool that provides administrative leaders a window into the efficacy of their technology investments and integrations by collecting real-time data both inside and outside the classroom on district devices and on app, software, and web resource activity. **CatchOn is the only tool of its kind to collect up-to-the-minute data on district owned devices and app, software and website activity. Districts can see activity on all district owned devices on and off campus including those running on Chrome, Windows, iOS, and Mac.**

Discoverable applications include those provided by the district plus thousands of additional applications in CatchOn's growing library. Using evidence from CatchOn, a school district leader can measure education technology initiatives, prescribe professional development, and optimize their budget for licensed and non-licensed digital learning tools.

In addition to our unique solution offering, our dedication to the K-12 community we serve—combined with our passion for delivering excellent customer support—sets CatchOn apart. We encourage you to consider the following key differentiators as you review the enclosed response.

- ◆ **Personalized, Dedicated Account Service Throughout the Life of the Contract** – Every CatchOn customer is assigned an account service manager (ASM) and a Customer Success Manager (CSM) throughout the life of the contract, who builds a trusted relationship with you and your team by working to maintain an understanding of your specific goals and needs.
- ◆ **Expert Support and Assistance** – ENA's superior customer support begins with the Customer Technical Assistance Center (CTAC). Our customer support engineers (CSEs) are a dedicated staff available for customer assistance on CatchOn. While many other organizations staff their front-line team with clerical and/or referral support, the CTAC is made up of highly trained, certified, U.S.-based engineers with experience addressing the unique needs of our customers. We are committed to delivering exceptional customer care and expedited resolutions.

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

CatchOn has demonstrated success in effectively sharing key contract information with our customers through communication outreach, regional presentations, individual market segment topic discussions, and training opportunities. **Our service model is one of “high touch” and interaction with our customers.**

CatchOn is proud to be a current, approved provider for NCPA. Should CatchOn be awarded a new contract as a result of this procurement, we will continue to work with NCPA and individual members to develop an ongoing plan and customized schedule for communications, regional and market segment outreach, and training that meets the needs of NCPA's eligible entities.

Examples of the methods we currently utilize to communicate and provide training, professional development and customer outreach to disseminate information include:

- ◆ **Customer Success Communications** - CatchOn values customer success. We work with our customers and state-level leadership teams to gather, coordinate, and disseminate success. CatchOn will work closely with the various eligible entities participating in the NCPA contract to share stories and results with the NCPA entities.
- ◆ **Email Correspondence** – CatchOn maintains a current database of key contacts with each of our customers and sends informative and timely emails to communicate special events or training sessions. CatchOn provides this communication outreach an average of 12 - 15 times per year.
- ◆ **Guides and Other Resources** – CatchOn provides our customers with a CatchOn Product Guide in addition to a robust resource library, which includes “how to” guides, checklists, and other informational resources.
- ◆ **Website Presence** – CatchOn provides dedicated webpages on our website that promote the use of national purchasing contracts such as NCPA. Please see the NCPA listing at <https://www.catchon.com/contracts/national-cooperative-purchasing-alliance/>.
- ◆ **Leadership Conversations** – CatchOn will facilitate leadership team conversations that focus on collaboration, sharing innovative ideas, and problem solving specific to the communities served by NCPA.
- ◆ **Regional Presentations**– CatchOn conducts regional training and professional development presentations throughout the states and regions we serve. We will work with NCPA and their eligible entities to develop, schedule, and conduct presentation opportunities for technical support and professional development as needed.
- ◆ **Webinars** – CatchOn conducts regular Webinars via Zoom or similar online tools on various topics of interest to our customers including technical webinars and thought leadership.
  - ◇ *Thought Leadership Webinars* – CatchOn partners with national education associations and technology leadership organizations that support education, libraries, and state level government advocacy programs. CatchOn offers thought leadership webinars in partnership with these organizations. Please visit the CatchOn website to see information on student data privacy thought leadership guides and action steps.

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

When CatchOn became an awarded vendor with NCPA, we developed an internal communication to inform and educate all the appropriate stakeholders across the organization about working with NCPA and the benefits NCPA offers to CatchOn and our customers and prospects. Such internal communications typically include:

- ◆ A summary of the contract
- ◆ All the states and/or geographic regions that are eligible to leverage the contract vehicle
- ◆ The processes and procedures for utilizing the contract

- ◆ Frequently asked questions
- ◆ Contact information for additional questions that arise throughout the contract term

In addition to this written communication, a presentation summarizing the same information is typically delivered via an internal webinar/conference call.

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

CatchOn does not currently utilize an online catalog or ordering website. A CatchOn representative will work with the customer in all aspects of the ordering process to ensure that it is as efficient as possible and meets the needs of the customer.

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

As an ENA affiliate, CatchOn uses the ENA CTAC to provide support services. CatchOn delivers the full value of a superior service approach through partnering with our comprehensive ENA CTAC and its customer support model described below. By utilizing industry best practice frameworks and tools, CatchOn, through ENA, offers a seamless support structure across the entire organization to deliver exemplary customer support. ENA’s support model is designed to partner with our customers staff by demonstrating strong customer focus and continuous process improvement to enhance the overall value of the services provided.

### *The ENA Customer Technical Assistance Center*

**ENA CTAC** Since 1996, ENA’s U.S.-based, Customer Technical Assistance Center (CTAC) has operated as the single point of contact for customers to receive professional, exceptional support. We accomplish this by combining a comprehensive service and support center with an enhanced network operations center. The CTAC is available to provide support for the CatchOn solution Monday through Friday from 8:00 A.M. to 5:00 P.M. CST.

### **Experienced and Certified Personnel for Superior Customer Service**

ENA invests in the ongoing professional development of our support staff, with a dual emphasis on technology skills and industry-recognized customer service processes. In addition to the focus on customer service, ENA’s CTAC Customer Support Engineers (CSEs) pursue specialized, industry-recognized technical certifications as well as many vendor-specific certifications. Having these certifications in our support center verifies the team’s ability to troubleshoot and support CatchOn and our other full suite of services. Moreover, because of the experience and expertise of our CTAC CSEs, the majority of incidents are resolved quickly and without escalation—providing rapid resolution and better service to our customers.

ENA embraces the methodologies of the Information Technology Service Management (ITSM) principals and related frameworks to deliver our comprehensive customer support model. Utilizing both an ITSM-based ticketing system and direct customer feedback via transaction-based surveys, our CTAC focuses on continuous improvement. Surveys are tracked and any customer identified issues are reported to our CTAC management who engage the customer, inquiring further about the incident and confirming we

understand what area or process needs improvement. ENA finds these discussions invaluable to continuous improvement process.

## **Seamless and Responsive Service and Escalation Procedures**

### **Focus on Customer Satisfaction**

Fundamental to the overall ENA support model is ENA's ownership and accountability to satisfy the customer's need. Everyone on the ENA support team adheres to the principles of rapid response and continual communication to ensure our customers are always informed regarding progress of their request or incident. While the CTAC is the main focal point for all ongoing support, sometimes an escalation requires the engagement of either ENA specialized design engineers or management.

### **Ongoing Customer Support Process and Escalations**

The following section outlines the support process flow designed to ensure our customer needs are tracked through detailed documentation and ongoing follow up. While many other organizations staff their front-line team with clerical and/or referral support, the CTAC provides complete, engineering-level support for both CatchOn and ENA services. This process has proven to provide access to ENA's full support resources for timely and responsive resolutions.

Your support process starts at [www.catchon.com/support](http://www.catchon.com/support), where you will submit your support need via an online form. There, it will be routed to a CTAC CSE who will triage the situation and contact you via email or phone to indicate the need is resolved or to acquire more support information. As outlined in our detailed support documentation, or upon customer request, your need can be escalated to higher tiers. These support policies and commitments have proven to ensure the highest levels of reliability and service satisfaction for our customers.

## Escalation Matrix

ENA and CatchOn understand that earning and keeping the trust of our customers is dependent on our ability to quickly achieve service restoration and problem resolution. We further understand that any loss of service can greatly impact the end user, and our escalation priority levels and procedures are designed to ensure impact durations are kept as short as possible. This is a result of our keen focus on customer service and the superior talent, experience, and commitment of our team combined with our technical approach.

We utilize an escalation system based on and customized for the needs of our end users. The following chart outlines the escalation protocol based on incident priority. This protocol ensures the right level of visibility and resource commitment for each incident so that service is restored in the shortest timeframe possible in the event of a service impacting incident.

PRIORITY LEVEL	IMMEDIATE	15 Minutes	1 Hour	2 Hours	8 Hours	12 Hours
<b>PRIORITY 1 CRITICAL INCIDENT</b>	CTAC Managers	Director of Customer Support	VP of Operations	CEO	-	-
<b>PRIORITY 2 MAJOR INCIDENT</b>	CTAC Managers	CTAC Managers	Director of Customer Support	VP of Operations	Customer Support Director & VP of Operations; Escalate to Critical	-
<b>PRIORITY 3 MINOR INCIDENT</b>	Customer Support Engineers	Customer Support Engineers	CTAC Managers	Director of Customer Support	Director of Customer Support	Escalated to Major; Notify VP of Operations
<b>PRIORITY 4 REQUEST</b>	CTAC	All requests are reviewed by the CTAC team and are escalated based upon the urgency of the customer request. Move/Add/Change/Delete actions are included within request handling and are escalated upon the urgency of the customer's need for the service change.				

**Incident Escalation Matrix**

## Change Management and Notification of Service Interruption

Utilizing key pieces of various ITSM change management frameworks, we have developed a customer-focused change management and risk assessment process that ensures accurate records and proactive, timely communication for all future service enhancements. Through the change management process, support teams classify change severity as low, medium, high, critical, or emergency. Based on the risk assessment, we generate a change ticket and ensures proper approvals are received both inside CatchOn and with our customers.

We strive to notify all potentially affected customers of any planned service interruption at least 48 hours, and preferably 72 hours, in advance of the start time of that interruption. Our standard maintenance windows are Tuesdays and Thursdays from 11:00 PM to 5:00 AM local time. We are willing to create different maintenance windows, if desired. ENA and CatchOn will work with customers in advance of any scheduled maintenance to ensure our standard maintenance window does not adversely affect planned work at any location on any night we schedule maintenance.

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

CatchOn is committed to energy conservation and environmentally friendly business practices, and we strive to build environmental sustainability into each business function and process. An added benefit of CatchOn’s Software as a Service (SaaS) platform is that no additional hardware is needed, which means our solution creates little to no waste. In addition to an environmentally friendly service, CatchOn prides itself on maintaining responsible environmental practices within our offices and encourages employees to suggest initiatives that assist in promoting an environmentally friendly workplace. Some examples of current initiatives that CatchOn practices are:

- ◆ Recycling paper, cardboard, ink cartridges, and unusable equipment. CatchOn has several containers throughout the workplace that employees can place cardboard in for recycling rather than throwing them in the trashcans. In addition, two large, locked containers are available for employees to dispense any paper that is no longer needed (with everything in the container being shredded and recycled). Additionally CatchOn sends in empty ink cartridges to be recycled and makes every effort to ensure that unusable equipment and office furniture that is no longer in use is donated to an organization that will use it and/or have it taken to a recycling center to be reused as scrap metal.
- ◆ Minimize use of disposable dishes, plastic ware, and cups in break areas
- ◆ Use of tinted windows and blinds to reduce heat and air-conditioning use
- ◆ Employees are encouraged to power off their computers each night to reduce the energy consumption when not in use

These policies help CatchOn minimize the overall impact the company has on the environment.

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

### *Personnel Certifications*

CatchOn employs highly qualified and technically skilled individuals who are dedicated to service support and superior performance in a number of disciplines. Both ENA and CatchOn personnel pursue specialized, industry-recognized technical certifications as well as many vendor-specific certifications, enabling our teams to provide exemplary support for CatchOn. We have provided our **Key Personnel Certifications Matrix** immediately following this page.

## Certifications Matrix

Personnel	Title/Role	Certifications
<b>Customer Services</b>		
Andrea Kaufman	Account Service Manager	Certified Wireless Technology Specialist (CWTS)
Andrew Bryan	Account Service Manager	Certified Wireless Technology Specialist (CWTS)
Brandon Calhoun	Sr. Account Service Manager	Certified Wireless Technology Specialist (CWTS)
Brian Dalhover	Director of Solutions Engineering	Certified Wireless Network Administrator (CWNA), Certified Wireless Technology Specialist (CWTS), Project Management Professional (PMP)
Brian Hubbard	Senior Manager of Customer Services	Certified Wireless Technology Specialist (CWTS)
Dan Crowley	Principal Solutions Engineer	Certified Wireless Network Administrator (CWNA), Certified Wireless Technology Specialist (CWTS)
Garry Lough	Director of Business Development West	Certified Wireless Technology Specialist (CWTS)
Jeff Stang	Solutions Engineer	Metro Ethernet Forum – Carrier Ethernet Certified Professional (MEF-CECP), Certified Wireless Network Administrator (CWNA)
Jonathan Bain	Solutions Engineer	Certified Wireless Technology Specialist (CWTS), Cisco Certified Design Associate (CCDA), Cisco Certified Network Associate (CCNA) Routing & Switching, MEF Carrier Ethernet Certified Professional (MEF CECP 2.0), Aerohive Technical Sales Professional (ATSP)
Joseph Quigley	Solutions Engineer	Aerohive Technical Sales Professional (ATSP)
Lisa Knox	CatchOn Account Service Manager	Certified Wireless Technology Specialist (CWTS)
Marc Elliott	Southeast Account Service Manager	Certified Wireless Technology Specialist (CWTS)
Patrick McGee	Manager, Strategic Accounts	Certified Wireless Technology Specialist (CWTS)
Stephen Klausner	Account Service Manager	Certified Wireless Technology Specialist (CWTS)
Tim Walker	Sr. Account Service Manager	Certified Wireless Technology Specialist (CWTS)
<b>Operations</b>		
<b>Project Management</b>		
Angie Veach	Project Manager	CompTIA Network+ Certified Professional, CompTIA Network A+ Certified Professional, EC Council Certified Ethical Hacker (CEH), EC Council Computer Hacking Forensic Investigator (CHFI), HDI Knowledge-Centered Support Fundamentals v5.3, HDI Support Center Analyst
Donald Hall	Project Manager	Cisco Certified Network Associate Security (CCNA Security), Cisco Certified Network Associate Wireless (CCNA Wireless), CompTIA A+ Certified Professional IT Technician, CompTIA Network+ Certified Professional, CompTIA Project + Certified, CompTIA Security + Certified, CompTIA Security + Certified ce, US FCC General Radiotelephone Operator License, CIW Advisory Council Certified Internet Web Professional (CIW v5 Associate)
Jody Osmun	Project Manager	Project Management Professional (PMP)
Joe Temple	Sr. Manager, Project Management Office	Project Management Professional (PMP)
Kimberley Hire	Senior Project Manager	Project Management Professional (PMP)
<b>Customer Technical Assistance Center (CTAC)</b>		
Chris Newgaard	CTAC Manager	CompTIA A+ Certified Professional IT Technician, CompTIA Network+ Certified Professional, CompTIA Network A+ Certified Professional, Microsoft Certified Professional (MCP), Microsoft Certified Systems Administrator, ITIL Intermediate Certificate in IT Service Management
Dana Briggs	Director of Customer Support	HDI Support Center Director, ITIL Foundation Certificate
Darryson Guillory	Customer Support Engineer	Cisco Certified Network Associate (CCNA)
Frank Santa Maria	Sr. Customer Support Engineer	Certified Wireless Technology Specialist (CWTS), Certified Wireless Network Administrator (CWNA), HDI Support Center Analyst
Glen Richardson	Customer Support Engineer	Cisco Certified Entry Network Technician (CCENT)
James Denney	CTAC Tech/Ops Engineer	Brocade Certified Network Engineer (BCNE), Cisco Certified Network Associate (CCNA) Routing & Switching, CompTIA A+ Certified Professional IT Technician, HDI Support Center Analyst, HDI Technical Support Professional



Personnel	Title/Role	Certifications
Jeff Chandler	Customer Support Engineer	HDI Technical Support Professional, Cisco Certified Entry Networking Technician (CCENT)
Jessica Lawrence	Senior Customer Support Engineer	Cisco Certified Entry Networking Technician (CCENT), Cisco Certified Network Associate (CCNA), HDI Technical Support Professional
Jim Stonehouse	Senior Customer Support Engineer	Cisco Certified Network Professional (CCNP), Certified Ethical Hacker (CEH)
Lee Roberts	Customer Support Analyst	Cisco Certified Entry Network Technician, CompTIA A+, CompTIA Networking+, CompTIA Security+
Orlando Martin	CTAC Manager	ITIL Foundation Certificate
Quinton Dorris	CTAC Manager	Cisco Certified Network Associate (CCNA) Routing & Switching, CIW Advisory Council Certified Internet Web Professional (CIW v5 Associate), CIW Web Foundations Associate, CompTIA A+ (Remote Support Technician), CompTIA Network +, HDI Technical Support Professional, Microsoft Certified Desktop Support Technician, Microsoft Certified Professional (MCP), ITIL Foundation Certificate
Steven Suter	Customer Support Analyst	CompTIA A+, CompTIA Networking+, CompTIA Security+
Thomas Campbell	TechOps Engineer	Cisco Certified Entry Networking Technician (CCENT), Cisco Certified Network Associate (CCNA) Routing & Switching, Cisco Certified Network Professional Routing & Switching, CompTIA A+ ce, CompTIA Network +, HDI Technical Support Professional, Microsoft Certified Professional (MCP), Microsoft Certified Solutions Associate, Cisco Certified Network Professional (CCNP), Certified Wireless Network Administrator (CWNA)
Zak Willis	Inside Solutions Engineer	Cisco Certified Network Professional (CCNP) Network, CompTIA A+ Certified Professional IT Technician, CompTIA Security + Certified, CompTIA Security + Certified ce, HDI Support Center Analyst
<b>Carrier Management, Information Systems, and Program Managers</b>		
Christina Irick	MIS and IT Security Manager	Brocade Certified Network Engineer (BCNE), CompTIA Network+ Certified CE, CompTIA Security + Certified, CompTIA Security + Certified ce, Cisco Certified Network Professional (CCNP) Routing and Switching, CompTIA Linux+, CompTIA Project+ Certified, Metasploit Pro Certified Specialist (MPCS), EC Council Certified Ethical Hacker (CEH)
Dan Onusaitis	Carrier Relations Manager	HDI Technical Support Professional
Monique Mize	Program Manager, Internal Systems	Project Management Professional (PMP)
Terry Guilyard	Program Manager	ScrumAlliance Certified Scrum Product Owner
Virg Holmes	Sr. Internal Systems Engineer	CompTIA A+ Certified Professional IT Technician, Microsoft Certified Professional (MCP), Microsoft Certified Solutions Associate
<b>Service Delivery</b>		
Aaron Hay	Field Service Engineer	Cisco Certified Entry Networking Technician (CCENT)
Charles Banks	Sr. Field Service Engineer	Certified Wireless Technology Specialist (CWTS)
Courtney Hulsey	Sr. Manager of Service Delivery	Certified Information Systems Security Professional (CISSP)
David Bosnak	Field Service Engineer	Certified Wireless Technology Specialist (CWTS)
DeMarius Scales	Sr. Field Service Engineer	Certified Wireless Network Administrator (CWNA), Certified Wireless Technology Specialist (CWTS), Microsoft Certified Professional (MCP)
Fino Lastra	Sr. Field Service Engineer	Certified Wireless Network Administrator (CWNA), Certified Wireless Technology Specialist (CWTS)
Gary Dodwell	Sr. Field Service Engineer	Certified Wireless Technology Specialist (CWTS)
Jamie Johnson	Manager, Service Delivery	Project Management Professional (PMP)
Michael Hunt	Field Service Engineer	Certified Wireless Technology Specialist (CWTS), Ericsson LTE RBS 6000 Installation and Integration ASPs, Cisco Certified Network Professional (CCNP) Routing and Switching
Rob Moore	Field Service Engineer	EC Council Certified Ethical Hacker (CEH), CompTIA Network+ Certified CE, CompTIA A+ ce
Tim Conley	Field Service Engineer	Cisco Certified Network Associate (CCNA) Routing & Switching, Microsoft Certified Systems Engineer (MCSE), CompTIA Linux+
Ty Wales	Outside Plant Specialist	Certified Wireless Network Administrator (CWNA), Certified Wireless Technology Specialist (CWTS)
William David	Field Service Engineer	Advanced Information & Communications DELL Certified Systems Expert (DCSE), CompTIA A+, CompTIA Network+
<b>Technology &amp; Innovation</b>		
Allen Hutton	Network Architect	Certified Information Systems Security Professional (CISSP), Cisco Certified Internetwork Expert (CCIE Routing & Switching), Cisco Certified

Personnel	Title/Role	Certifications
		Network Professional (CCNP) Routing and Switching
Ben Gregory	Sr. Systems Engineer	CNCF Certified Kubernetes Administrator, CompTIA Network+
Brian Powers	Principal Wireless Engineer	Certified Wireless Analysis Professional (CWAP), Certified Wireless Network Expert (CWNE), Certified Wireless Security Professional (CWSP), Certified Wireless Technology Specialist (CWTS), Cisco Certified Design Associate (CCDA), Cisco Certified Network Associate (CCNA) Routing & Switching, Cisco Certified Network Associate Wireless (CCNA Wireless), Ekahau Certified Survey Engineer (ECSE) Wi-Fi Network Design, Deployment and Maintenance, Ruckus WISE Level 1
Casey Boone	Sr. Systems Engineer	RedHat Certified Engineer (RHCE) Enterprise Linux 5, 6, & 7, RedHat Certified System Administrator (RHCSA) Linux 6 & 7
Chris Wallace	Voice Architect	Brocade Certified Network Engineer (BCNE), Brocade Certified Network Professional (BCNP), CompTIA A+ Certified Professional IT Technician
Cory Ayers	Director of Architecture	Brocade Certified Network Professional (BCNP), Cisco Certified Internetwork Expert (CCIE Routing & Switching), Microsoft Certified Professional + Internet, Microsoft Certified Professional (MCP), Microsoft Certified Professional Systems Engineer, RedHat Certified Engineer (RHCE) Enterprise Linux 5, 6, & 7, RedHat Certified System Administrator (RHCSA) Linux 6 & 7
Dale Schiffman	Voice Engineer	Brocade Certified Network Engineer (BCNE), Brocade Certified Network Professional (BCNP), Cisco Certified Entry Networking Technician (CCENT), Cisco Certified Network Associate (CCNA) Routing and Switching
David Jones	Manager of Systems Engineering	Microsoft Certified Professional (MCP), RedHat Certified Engineer (RHCE) Enterprise Linux 5, 6, & 7
David Mabry	Director of DevOps	RedHat Certified Engineer (RHCE) Enterprise Linux 5,6, & 7, RedHat Certified System Administrator (RHCSA) Linux 6 & 7
Doug Callahan	Manager of Engineering	Cisco Certified Network Professional (CCNP) Routing & Switching
Doug Gluntz	Principal Engineer	Aerohive Certified WLAN Administrator (ACWA), Brocade Certified Network Engineer (BCNE), Brocade Certified Network Professional (BCNP), Cisco Certified Network Associate (CCNA) Routing and Switching, Cisco Certified Network Professional (CCNP) Network, Novell Master Certified Novel Engineer (CNE); Certified Novel Administrator (CNA); Master CNE (MCNE)
Frank Mills	Network Engineer	Cisco Certified Network Associate (CCNA) Routing & Switching
Gabe McCurdy	Lead Voice Engineer	Brocade Certified Network Engineer (BCNE), CompTIA Network+ Certified Professional
Jeff Chisam	Senior Voice Success Engineer	Polycom Voice Technical Level 1 VOPOT102
Jonathan Taylor	Database Administrator/SQL Developer	Microsoft Certified Solutions Developer (MCSD)
Josh Petro	Associate Voice Engineer	Cisco Certified Entry Networking Technician (CCENT)
Josh Vaillancourt	Wireless Engineer	Aerohive Certified WLAN Administrator (ACWA), Certified Wireless Network Administrator (CWNA), Certified Wireless Technology Specialist (CWTS), Ekahau Certified Survey Engineer (ECSE) Wi-Fi Network Design, Deployment and Maintenance, Ruckus WISE Level 1
Joshua Lawrence	Principal Engineer	Brocade Certified Network Professional (BCNP), Cisco Certified Network Professional (CCNP) (Routing & Switching), CompTIA Network+ Certified Professional, Cisco Certified Network Associate Security (CCNA Security), EC Council Certified Ethical Hacker (CEH)
Ken Bryant	Manager, Software Delivery	ScrumAlliance Certified ScrumMaster (CSM), ScrumAlliance Certified Scrum Product Owner
Leandro Diaz	Wireless Engineer	Brocade Certified Network Engineer (BCNE), Certified Wireless Design Professional (CWDP), Certified Wireless Network Administrator (CWNA), Cisco Certified Network Associate (CCNA) Routing & Switching, Cisco Certified Network Associate (CCNA) Wireless, Cisco Certified Network Professional (CCNP) Wireless, Certified Wireless Security Professional (CWSP), Ekahau Certified Survey Engineer (ECSE) Wi-Fi Network Design, Deployment and Maintenance, Ruckus SmartZone SE & Partner Assessment Accreditation Exam, Ruckus Cloudpath 5.1 SE and Partner Assessment Accreditation Exam, Ruckus ICX Implementer Accreditation
Michael Morey	Network Engineer	Aerohive Certified WLAN Administrator (ACWA), Aerohive Certified WLAN Professional (ACWP), Brocade Certified Network Engineer (BCNE), Certified Wireless Design Professional (CWDP), Certified Wireless Network Administrator (CWNA), Certified Wireless Technology Specialist (CWTS), Cisco Certified Network Professional (CCNP) Routing & Switching, Ekahau Certified Survey Engineer (ECSE) Wi-Fi Network Design, Deployment and Maintenance, HDI Support Center Analyst, Ruckus WISE Level 1
Michael O'Connor	Product Management, Online Tools	ScrumAlliance Certified ScrumMaster (CSM)
Michael Trantham	Network Engineer	Certified Wireless Network Administrator (CWNA), Certified Wireless Technology Specialist (CWTS), Cisco Certified Network Professional

Personnel	Title/Role	Certifications
		(CCNP) Routing and Switching, CompTIA A+ (Remote Support Technician), CompTIA Network+ Certified Professional, Microsoft Certified Professional (MCP)
Mike Garza	Associate Systems Engineer	Microsoft Certified Professional (MCP), Microsoft Certified Solutions Associate, Microsoft Certified Solutions Expert, RedHat Certified System Administrator (RHCSA) Linux 6 & 7
Mohammad Ali	Senior Wireless Engineer	Certified Wireless Network Administrator (CWNA), Certified Wireless Analysis Professional (CWAP), Certified Wireless Security Professional (CWSP), Certified Wireless Design Professional (CWDP), Certified Wireless Network Expert (CWNE)
Nathan Johnson	Principal Software Engineer	Oracle Database 10g Administrator Certified Associate
Niles Ingalls	Sr. Systems Engineer	RedHat Certified System Administrator (RHCSA) Linux 6 & 7
Robert Haviland	Senior Wireless Engineer	Aerohive Certified WLAN Professional (ACWP), Aerohive Certified Mobility Administrator (ACMA), Aruba Certified Mobility Professional (ACMP), Certified Wireless Network Administrator (CWNA), Certified Wireless Network Professional (CWNP), CompTIA Mobility+, Extreme Networks Design Engineer, Extreme Networks- Extreme Certified Expert, Wireless, Extreme Network Solutions Engineer, Certified Wireless Design Professional (CWDP), Ruckus Cloudpath 5.1 SE and Partner Assessment Accreditation Exam, Ruckus ICX Implementer Accreditation, Certified Wireless Security Professional (CWSP), Certified Wireless Network Expert (CWNE), Ekahau (ECSE) Wireless Design Course
Roman Smetana	Associate Network Engineer	Cisco Certified Network Associate (CCNA) Routing & Switching
Ross McAden	CatchOn Customer Success Engineer	Cisco Certified Entry Network Technician (CCENT), HDI Technical Support Professional, Microsoft Certified Professional (MCP), Microsoft Certified Technology Associate, , Cisco Certified Network Associate (CCNA)
Ryan Mohr	Sr. Network Engineer	Brocade Certified Network Engineer (BCNE), Brocade Certified Network Professional (BCNP), Cisco Certified Network Associate Security (CCNA) Security, Cisco Certified Network Associate (CCNA) Routing & Switching, Cisco Certified Network Professional (CCNP) Routing & Switching
Scott Throneberry	Network Engineer	Brocade Certified Network Engineer (BCNE)
Simon Weller	Senior Director of Technology	Linux Professional Institute Level 2 Certification (LPIC2)
Steven Noonan	Senior Voice Success Engineer	Brocade Certified Network Engineer (BCNE), Metaswitch Perimeta Certified Technician Class 4 & 5
Suresh Krishnan	Database Administrator	Microsoft Certified Professional (MCP), Project Management Professional, Microsoft Certified Solutions Expert (Data Management and Analytics)
Tim Gipson	Cloud Success Engineer	HDI Support Center Analyst, Microsoft Certified Professional (MCP), Microsoft Certified Solutions Associate, Microsoft Certified Technology Specialist (MCTS), RedHat Certified System Administrator (RHCSA) Linux 6 & 7
Travis Wales	Director of Engineering	ITIL Intermediate Certificate in IT Service Management

## 5. Products and Services/Scope

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

CatchOn has read, understands, and will comply.

- The following is a list of suggested (but not limited to) categories. List all categories along with manufacturer that you are responding with:
  - Animation and Modeling
  - Business Productivity
  - Digital Publishing
  - Digital Video
  - Engineering and CAD
  - Health & Science
  - K-12
  - Languages
  - Licenses
  - Math
  - Music & Audio
  - Programming
  - Film and TV Production
  - Operating Systems and Utilities
  - Security
  - Software Portfolio Management
  - Software Procurement Services
  - Software Asset Management & Compliance
  - Test Prep
  - Training
    - Instructor Led Training
    - Online Training
    - Virtual Training
    - Onsite Training
    - Customized Training
    - Consultation Services
    - E-Learning Development
  - Utilities
  - Web Publishing

CatchOn is proposing our cutting-edge data analytics solution in response to the **Software Asset Management & Compliance** and **K-12** categories. We have provided a description of our proposed solution on the following pages.

## CatchOn Solution Description

CatchOn is a comprehensive data analytics tool that provides administrative leaders a window into the efficacy of their technology investments and integrations by collecting real-time data both inside and outside the classroom on district devices and on app, software, and web resource activity. The tool provides granular evidence on what is happening in today's digital classrooms. It enables school district leaders to make data-rich decisions about device usage, app use, implementation fidelity, cost, and return on their technology investments. CatchOn's unique dashboard and reporting enable administrative leaders to assess the success of technology initiatives and prescribe professional development, on a per campus, class and section level based on actual usage data. Within the first day of implementation, the CatchOn application typically surfaces at least **ten times** more tools in use than the district knew about and provides insightful application information the school district would not know without CatchOn.

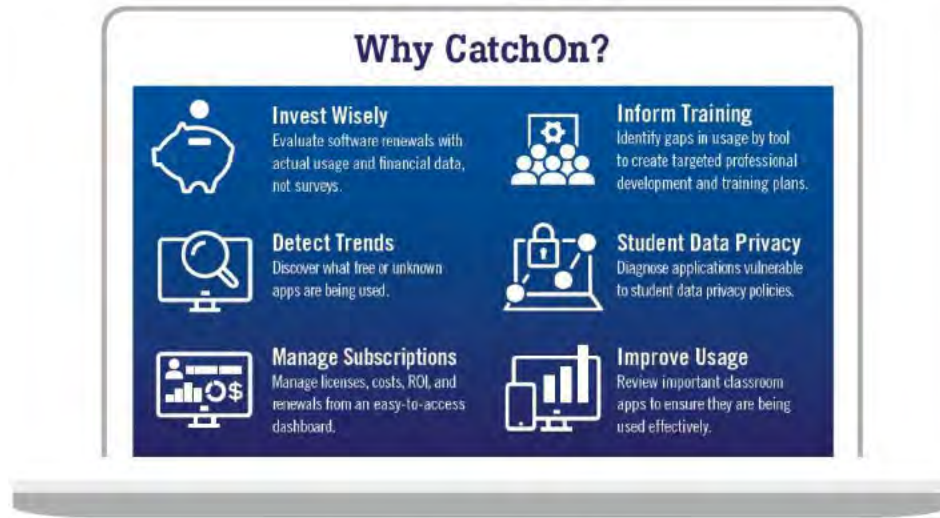
Please our CatchOn brochure [here](#).

### *Platform*

CatchOn is a software as a service (SaaS) administrative platform that runs in the background of district owned devices to record what devices, applications, apps, and websites are used in and out of the classroom. **CatchOn is the only tool of its kind to collect up-to-the-minute data on district owned devices and app, software and website activity. Districts can see activity on all district owned devices on and off campus including those running on Chrome, Windows, iOS, and Mac.** Discoverable applications include those provided by the district plus thousands of additional applications in CatchOn's growing library. Using evidence from CatchOn, a school district leader can measure education technology initiatives, prescribe professional development, and optimize their budget for licensed and non-licensed digital learning tools.

CatchOn helps to solve these key issues:

- ◆ Manage digital resource budgets now approaching hundreds of dollars per student per year by using real-time data for managing licenses
- ◆ Optimize technology, professional development, and curricula on a per-campus basis, based on actual usage
- ◆ Stay on top of the risks such as student data privacy associated with unapproved apps and websites used across the school district. It will also provide an understanding of usage trends for open educational resources (OER) and other non-licensed tools
- ◆ See real-time data in one view on all school device types and operating systems-- including Chrome, Windows, Mac, and iOS.



### Values of the CatchOn Solution

The highly customizable nature of CatchOn’s platform allows districts to build reporting widgets focused on application, time of day, and device type usage as well as display financial information to provide a comprehensive look at a district’s return on investment in learning technologies. This data can be easily added by a school district directly in the platform or imported by the CatchOn implementation team. As districts continue to add applications and licensing information, districts can access even more granular usage statistics across grade levels, campuses, and categories to be able to compare adoption and usage of tools used across their enterprise.

### Data Capture

CatchOn captures data at the network level and uses next generation agent technology and processes to analyze app usage while maintaining student data privacy standards. CatchOn’s system only uses de-identified and aggregated student data. The individual student-level data can be used by the school district and combined with other data sets to draw inferences towards student performance. Leveraging CatchOn’s proprietary advanced agent technology with IMS Global’s OneRoster® specification, allows districts to seamlessly connect to and track usage on all school devices.

### Class-Level Data

Measuring the usage and efficacy of your technology investments in relation to student learning outcomes requires visibility into your class-level applications and usage. Data accessed through CatchOn’s Class-Level data enables district and school leadership to view data at the course and section level. CatchOn’s Class-Level data gives your administrators and educators the reliable and actionable data they need to make data-driven instructional decisions.

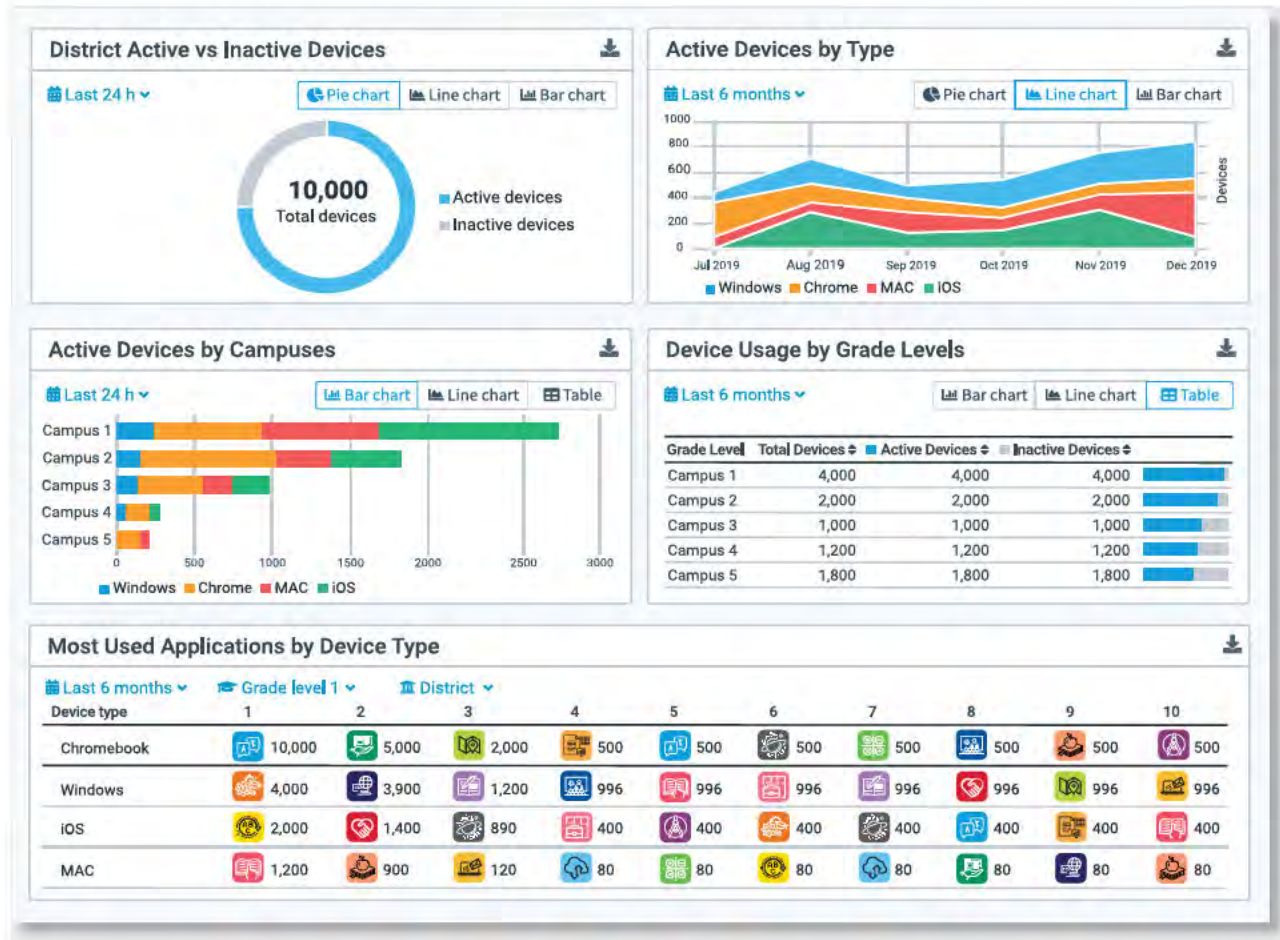
### Insightful Customizable Dashboards

As part of CatchOn’s updated platform release in September 2019, users now have the option to create multiple, customized dashboards, allowing easier district wide collaboration, KPI (Key Performance Indicator) tracking, and dissemination. CatchOn does not solely supplement the work of a district’s technology team but supports cross-departmental collaboration. Technology, curriculum and

instruction, finance, professional development, and administrative teams will all find value in CatchOn's analytics and reporting features. Furthermore, the nature of CatchOn's widgets promotes usage at the district and individual campus level all as part of the standard subscription service. As part of the Class-Level Module, users have access to additional widgets that provide insight into the digital activity of specific courses and class sections allowing district's to more easily mimic successful learning environments and activity across the district.

## Customize Dashboards with CatchOn Data Widgets

CatchOn users have a collection of widgets focused on device and application reporting. Each widget includes options for customizing the location (district/campus), grade, and time interval. Display options as well as widget size and placement in the dashboard can be changed with a single click to optimize the dashboard layout for each user. Users can choose between bar charts, stacked area charts, and tables to display the information in each widget; and widgets can now be exported to Microsoft Excel or Google Sheets for additional analysis. In addition to the option of creating multiple dashboards, users can now create and share dashboards with other CatchOn users in their district. This is a great way for trends and insights to be easily monitored at the district and individual campus levels. A sample of CatchOn's easy to read dashboard is provided below.



Sample CatchOn Dashboard

## *Monitor Usage Trends, User Activities, Devices, and Applications*

Monitoring usage, app activity, and return on investment provides districts with a real time view of device and application usage. Using CatchOn provides districts the ability to track trends on a weekly, monthly, and annual basis.

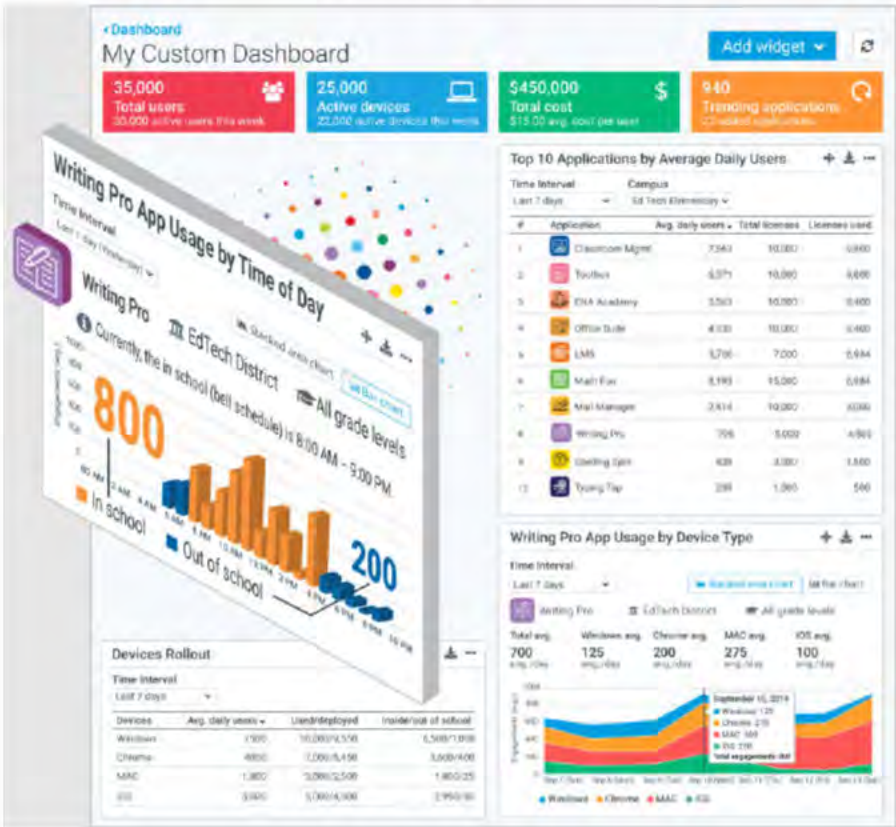
### *Drill-Down Features in Dashboard*

The CatchOn Dashboard offers the ability to drill-down into app usage across categories identified by tags, date ranges, campus, grade levels, and course or section level. From this dashboard, a customer can navigate the entire platform and get complete visibility into applications being used across the school district on and off campus on school devices. There are four key components within the CatchOn Dashboard — Total Users, Active Devices, Trending Apps, and Total Cost — plus a My Apps section that offers school districts the ability to see more granular details regarding return on investment, renewal status, and unique users over time.

- ◆ **Total Users:** Administrators can easily analyze and compare usage by campus within a single dashboard view. The dashboard displays a chart showing active vs. inactive users across the district as well as the opportunity to assess usage by campus or grade level. Customized chart views and export capabilities allow reports to be used in presentations to a district’s administration or school board.
- ◆ **Total Devices:** District leadership teams may attain a birds-eye view into their usage by device type and campuses. These insights will help drive improved technology implementations. Analytics will help districts identify where additional investment in devices is needed to improve equity, or where additional training and support may need to be implemented. District leadership teams will develop a better understanding of device usage across their district with the active devices by type chart as well as active devices by campuses and grade level tables. Two unique reports are included in the Total Devices dashboard. Technology teams have visibility into the operating systems and manufacturers of the active district devices. This is valuable information for monitoring the fidelity of device rollouts and provides teams with insight into the operating systems in need of updates or those set to lose support as part of application and vendor updates.
- ◆ **Trending Apps:** CatchOn’s Trending Apps feature allows administrators to explore the most popular applications being used in the school district and identify unknown tools being used. This feature is unique to CatchOn and has become one of its most valuable elements because it helps school districts manage student data privacy by providing visibility into applications that were previously unknown to be in use. Using CatchOn’s application profiles, which are available for any application in CatchOn’s platform, users can learn more about the tool and get a quick link to their website and a direct link to the tool’s privacy policy.
- ◆ **Total Cost:** The total cost module provides quick insight into a district’s technology investments by functioning as a repository for subscription and purchase details. Users can easily track EdTech investments at each campus as well as look at a total cost breakdown for each application or digital resource.



Please see the CatchOn Sample Dashboard and Trending Apps Dashboard in the following illustrations.



CatchOn Sample Dashboard

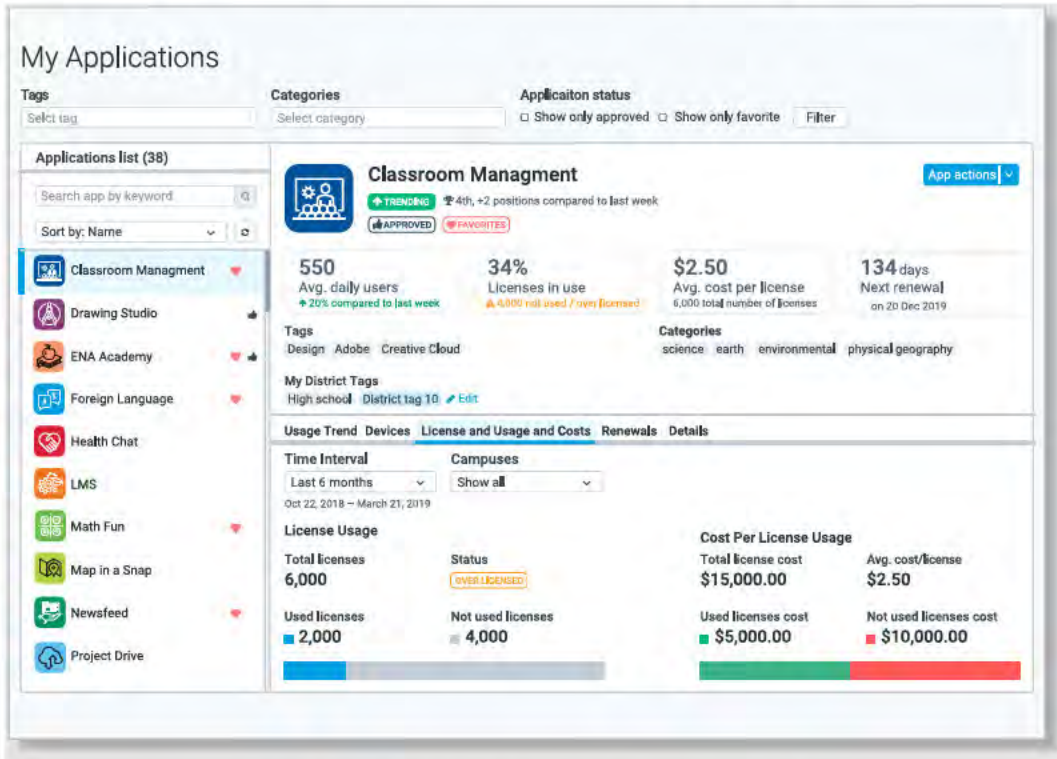


CatchOn Trending Apps Dashboard

## My Applications

The My Applications screen provides supplemental reports on key analytics needed to make informed decisions using the data in these App profiles. In this area of the dashboard, users can dive into ROI metrics by assessing unique users across a period of time and looking at the number of used vs. unused licenses for paid resources. Additionally, this feature manages subscription history and alerts users when applications are ready for renewal.

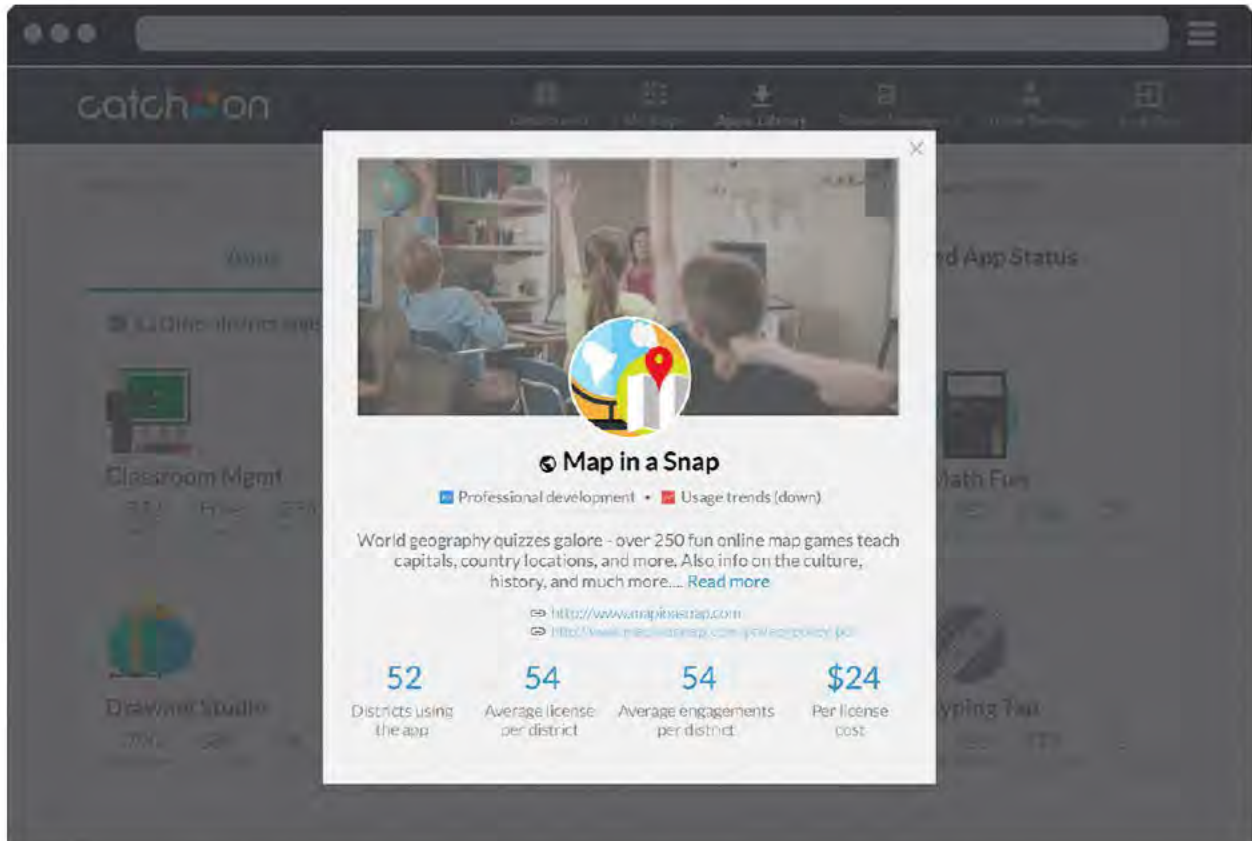
See the CatchOn My Applications Sample Data Dashboard in the following illustration.



CatchOn My Apps Sample Data Dashboard

## Application Library

CatchOn curate's application profiles into an Application Library, where you can visit the app's website, the privacy policy of the app, and the alignments of the app to NCES (National Center for Education Statistics) categories. The library also enables school districts to view analytics per application based on aggregated data from other school districts using CatchOn. See a CatchOn app profile in the illustration below.



Sample App Profile

## Reporting Benefits

The CatchOn platform offers school districts reporting at the district, campus, and grade level. CatchOn also offers granular reporting at individual app/subscription/tool level.

- ◆ **24/7 On Demand Access to All Your Data** – CatchOn's online interface gives users access to their data anytime they need it. The easy-to-understand dashboard provides users with the ability to see usage, trends, and fiscal information.
- ◆ **Export Your Data** – CatchOn allows users to easily export their dashboards, enabling the data to be shared with administrators, principals, teachers, and other key stakeholders through spreadsheet programs such as Microsoft Excel and Google Sheets

## Coming Soon – Student-Level Data

As an additional add-on module, CatchOn is excited to bring in-depth usage analytics down the user level through two powerful methods. Initially, you can identify the users of applications that may not be approved, require additional licensing, subject area tracking, and apps used for interventions. The CatchOn user profile will give the district, principals, and teachers a more personalized look at the habits and preferences of users. These analytics will provide insight into a user’s most-used apps, when they use these apps, how many different resources are in use at one time, and how often. The user-level information offered by CatchOn will provide districts with a unique opportunity to identify needs, equity gaps, inform professional development, and provide additional interventions like never seen before in the learning analytics space. This service is scheduled to be available Q4 2020. Pricing for this add-on module is included in our response.

## CatchOn Privacy Policy

CatchOn believes strongly that trust is important to earn from highly valued users. CatchOn commits to developing and preserving this trust by cautiously protecting each individual user’s information. It is important to note that CatchOn has signed the Student Privacy Pledge which is an important requirement for school districts.



CatchOn’s privacy policy is posted on our website [here](#).

## 8. Value Added Products and Services

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### Customer Success Managers

Subscribing districts will have the opportunity to work 1:1 with a CatchOn Customer Success Manager (CSM) included in the cost of the subscription service. The CSMs work in partnership with each district to help users fully leverage CatchOn's features and functionality. This includes quarterly data reviews that provide an opportunity to review long-term usage trends, monitor investments, and introduce new product features. The CSMs also work with each district to set success criteria (KPIs) and assist the district in using CatchOn to reach their technology, curriculum, and budget goals.

### Customer Success Engineers

Subscribing districts also have access to CatchOn Customer Success Engineers (CSEs) who are available to assist in any technical issues. The CSE works closely with customers before and after purchase to ensure customers are receiving the full benefit of CatchOn's services.

### Training

CatchOn also provides fee-based onsite training services on a half-day or full-day basis. Pricing for this training is provided in our Pricing section. Online training is provided free of charge.

## 9. Required Documents

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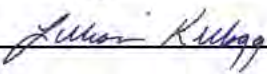
Please find the following **Required Documents** immediately following this page:

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

## 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	CatchOn, Inc.
Print Name	Lillian Kellogg, Senior Vice President
Address	618 Grassmere Park Drive, Suite 12
City, State, Zip	Nashville, TN 37211
Authorized signature	
Date	June 15, 2020

# **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 statutes 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

June 15, 2020



## 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	CatchOn, Inc.
Address	618 Grassmere Park Drive, Suite 12
City/State/Zip	Nashville, TN 37211
Telephone No.	(615) 312-6072
Fax No.	(615) 312-6099
Email address	lkellogg@ena.com
Printed name	Lillian Kellogg
Position with company	Senior Vice President
Authorized signature	

## **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/Local\\_Government/Cities.shtml](http://www.usa.gov/Agencies/Local_Government/Cities.shtml)

<http://nces.ed.gov/globallocator/>

<https://harvester.census.gov/imls/search/index.asp>

<http://nccsweb.urban.org/PubApps/search.php>

<http://www.usa.gov/Government/Tribal-Sites/index.shtml>

<http://www.usa.gov/Agencies/State-and-Territories.shtml>

<http://www.nreca.coop/about-electric-cooperatives/member-directory/>

<https://sos.oregon.gov/blue-book/Pages/state.aspx>

<https://portal.ehawaii.gov/government/>

<https://access.wa.gov/governmentagencies.html>

## Exhibits

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### 1. CatchOn Customer Agreement

## CatchOn, Inc. Customer Agreement

Customer Information		Customer Main Contact Information	
Entity Name:		Contact Name(s):	
Street Address:		Contact Role:	
City, State, Zip:		Contact Phone(s):	
Phone:		Fax:	
Web Site:		Email:	

This contract by and between CatchOn, Inc., 618 Grassmere Park Drive, Suite 12, Nashville, Tennessee 37211 (“CatchOn”), and Customer (who also may be referred herein as Licensee) for good and valuable consideration as set forth hereby agree and contract as follows:

### 1. Services Provided by CatchOn

Subject to the terms and conditions of this Contract, CatchOn shall provide Customer with certain Services. CatchOn’s Services and pricing are described herein and in the Schedule of Services which is included as an appendix to this contract and incorporated herein by reference. As used herein, the term “Services” includes all services, software, products and deliverables provided by CatchOn to Customer, including but not limited to professional services and online services.

### 2. Conditions to Grant of License to Use CatchOn Software

The license(s) granted under this contract are expressly conditioned on the Customer’s compliance with each of the following conditions:

- a. Only a Customer staff member who has been provided with a user ID and password is authorized as an "Authorized User" to use CatchOn’s Services from any point of access to the Internet.
- b. Authorized Users may use CatchOn Services with codes provided by CatchOn, to gain entry into CatchOn Services for which they have been licensed, but neither the Customer nor any Authorized Users may copy any portion of the CatchOn Services’ content except for purposes of creating training materials for internal Customer use to train users to operate the application.
- c. The Customer may not copy any portion of CatchOn Services’ content or allow any Authorized Users to copy any portion of CatchOn Services’ content, unless expressly permitted in writing by CatchOn.
- d. Only Customer and Customer’s Authorized Users are permitted to access CatchOn Services. Customer shall ensure that all use by Authorized Users of CatchOn Services shall be pursuant to the terms and conditions of this contract.
- e. Licensee may not resell, transfer, assign, sublicense, pledge, lease, rent or share CatchOn Services or Customer’s rights to access CatchOn Services hereunder or disclose any portion of CatchOn Services content to any third party, unless expressly permitted under this contract or with prior written permission from CatchOn.
- f. Licensee shall comply to the terms as they appear in this contract and not change, modify, disassemble, decompile, “unlock,” reverse engineer or in any manner decode the system.

### 3. Term and Payment

This contract shall become effective on the date indicated as the Service Commencement Date and shall remain in full force and effect until the Service Expiration Date.

Contract Term							
Initial Term:		Month(s)	Optional Renewal Term(s):		For:		Months Each
Service Commencement Date:	Click or tap to enter a date.			Initial Service Term Expiration Date:			
Total Agreement Length (Months):	Initial Term:		Month(s)	Maximum Contract Length (if all renewal terms exercised):		Months	
Purchasing Cooperative Contract (if applicable):							
Fees							
Service or License Fees:	\$	Total # of Students:					
Class-Level Module Fees:	\$	See Pricing and Payment Terms Below					
Implementation Fees:	\$	See Pricing and Payment Terms Below					
Training Fees:	\$	See Pricing and Payment Terms Below					
Application Setup Fees:	\$						
Total Fees:	\$						
Initial Payment:	\$	Due:					
Comments:	Billing for first 5 months immediately and following with annual cost for 2020-21 in July.						
Future Payments for Optional Renewal Terms Noted							
Next Invoice Amount:		Next Invoice Date:		Covers Service or License Fees through:		Invoice Frequency:	
Pricing and Payment Terms							
<ul style="list-style-type: none"> <li>Licensing for CatchOn is based on the number of students.</li> <li>Payment is due upon receipt of invoice. Future payments are due upon receipt of invoice.</li> <li>Prices are fixed through Service Expiration Date.</li> <li>Licenses are transferable between Customer locations at the start of each fiscal year with advance written approval from CatchOn.</li> <li>The parties recognize that that the number of students may vary over the term of the contract. Billing shall be based upon the number of students enrolled during the school year. CatchOn will work with Customer to determine the appropriate enrollment measurement date. No change to per unit pricing shall take place unless the number of enrolled students varies by more than 20% (increase or decrease) from the student enrollment listed herein.</li> <li>If the customer wishes to begin installation before the contract term start date, the customer may be required to pay a prorated cost. CatchOn will notify the customer of any charges prior to the early commencement of services.</li> <li>Implementation services include account setup, setup of the first fifty (50) applications, initial onboarding training, dashboard review, and data reviews conducted by a Customer Success Manager.</li> </ul>							

Customer shall pay all sales, use and excise taxes, and all other taxes, duties, and, if applicable, levies on imports or exports relating to, or under, this Agreement (exclusive of taxes based on CatchOn's net income), unless Customer is exempt from the payment of such taxes and provides CatchOn with evidence of such exemption. All amounts in this contract and any addendum included are in U.S. dollars and payable in U.S. dollars. Cancellation of pre-paid agreements will result in full price subscription fees being charged.

### 4. Termination

**Termination for Cause:** In the event of material breach of a provision of this agreement, the non-breaching party shall provide written notice of said breach to the breaching party. If the other party fails to cure said breach within 30 days of written notice of said breach, the non-breaching party shall have the right to terminate the contract. Either party may exercise this right of termination for cause in the event of a material breach by the other party.

**Termination without Cause:** In the event of early termination of the contract by Customer without cause, the Customer agrees that damages to CatchOn caused by such a breach would be difficult to estimate. Accordingly, the parties agree that liquidated damages equal to the value of one year's service is a reasonable forecast of just compensation and shall be assessed in such a case.

#### 5. Indemnity

CatchOn shall defend, indemnify, and hold Customer harmless from any and all claims arising out of CatchOn's failure to perform its obligations as outlined in this Contract.

#### 6. Ownership

All ownership of code and product remains with CatchOn. The Customer shall retain ownership of any Customer data and content that was uploaded or created by Customer as a result of Customer's use of CatchOn's services. Customer acknowledges that it is solely responsible for all content and information appearing on the site and CatchOn has no responsibility for the accuracy, completeness or legality of said information.

#### 7. Data Privacy and Sharing

The Parties acknowledge that the Customer is subject to the Family Educational Rights and Privacy Act (20 U.S.C. 12332(g)) (FERPA), which law and supporting regulations generally address certain obligations of an educational agency or institution that receives federal funds regarding disclosure of personally identifiable information in education records. As set forth in more detail below, the Parties agree that CatchOn is a "school official" under FERPA and has a legitimate educational interest in personally identifiable information from education records because CatchOn: (1) provides a service or function for which the Customer would otherwise use employees; (2) is under the direct control of the Customer with respect to the use and maintenance of education records; and (3) is subject to the requirements of FERPA governing the use and redisclosure of personally identifiable information from education records.

CatchOn may use de-identified product and usage data for product development, research, or other purposes. De-identified data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, identification numbers, dates of birth, demographic information, location information, and school identification. Further, CatchOn agrees not to attempt to re-identify de-identified data and not to transfer de-identified data to any party not authorized to receive such data pursuant to this provision unless that party agrees not to attempt re-identification. CatchOn, Inc. collects application utilization metadata in order to provide real-time analytics and intelligence to schools about which and how applications are being used in their learning environments. CatchOn, Inc. de-identifies all student data upon receipt and does not store identifiable student data within its application, servers, or other data storage facilities. As CatchOn, Inc. does not retain identifiable student data, not all state, local, or other data privacy provisions may apply.

#### 8. Limitation of Liability

In no event shall CatchOn be liable to Customer for any indirect, consequential, incidental, special or punitive damages or lost profits arising out of or related to this agreement or breach thereof, even if advised in advance of the possibility of same. CatchOn's liability to Customer for services, if any, shall not exceed the total amounts paid to CatchOn under the operation of this contract by Customer.

#### 9. Incorporation by Reference

CatchOn's Terms of Service and Privacy Policy are hereby acknowledged and incorporated into this contract by reference. We reserve the right to update our Terms of Service or Privacy Policy during the term of this contract and your use of our Services is governed by the most current versions posted at <http://www.catchon.com/terms/> and <http://www.catchon.com/privacy/>, respectively.

#### 10. Amendment

This contract contemplates amendment by mutual agreement of the parties. To be enforceable, amendments to this contract must:

- a. be in writing;
- b. clearly indicate that the amendment refers to this document; and
- c. be signed by both parties.

#### 11. Choice of Law and Forum Selection

This agreement shall be governed by the laws of the state of Tennessee. Venue for any action brought under this agreement shall be in Davidson County, Tennessee.

## SCHEDULE OF SERVICES

Customer Billing Information		Customer Main Billing Contact Information	
Entity Name:		Contact Name(s):	
Street Address:		Contact Role:	
City, State, Zip:		Contact Phone(s):	
Phone:		Fax:	
Web Site:		Email:	

Name	MSRP	Total # of Students	Price Per Student License Per Year	Number of Months in Term	One Time Fee	Subtotal
CatchOn Subscription Year One	\$3.60				N/A	
CatchOn Subscription Year Two	\$3.60				N/A	
CatchOn Class-Level Module Subscription Year One	\$1.60				N/A	
CatchOn Class-Level Module Subscription Year Two	\$1.60				N/A	
CatchOn Platform Implementation First License Year	\$1,500		N/A	N/A		
CatchOn Class-Level Module Implementation First License Year	\$1,000		N/A	N/A		
Training – On-site	\$900 /Half Day Additional travel and expense charges may apply	N/A	N/A	N/A		
Training – On-site	\$1,500 /Full Day Additional travel and expense charges may apply	N/A	N/A	N/A		
Setup Fee for up to 50 additional applications (Fee per 50 applications)	\$500	N/A	N/A	N/A		

Total Payment \_\_\_\_\_

Name	Type of Operating System (Windows, Mac, iOS, Chrome)	Estimated Number of Devices
First Implementation Operation System	iOS	
Second Implementation Operating System	Mac	
Third Implementation Operating System	Windows	
Fourth Implementation Operating System	Chrome	

[signatures on next page]

By signing below, you certify that you have read and agree to the terms and conditions of this contract and its addendums. You further certify that you are authorized to sign this contract on behalf of Customer and are hereby committing Customer to be bound by this contract.

_____	_____	_____	_____
Authorized Representative for CatchOn	Date	Authorized Representative for Customer	Date
_____		_____	
Print Name		Print Name	
_____		_____	
Title		Title	