

VENDOR CONTRACT

Between Gaggle.Net, Inc. and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

Email Archive Systems W/Backup And Disaster Recovery

CONTRACT NUMBER 1022516

General Information

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

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

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

Definitions

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

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

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

Terms and Conditions

Freight

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

Warranty Conditions

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

Customer Support

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

Contracts

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

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

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

Tax exempt status

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

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

Assignments of contracts

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

Disclosures

1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in the TIPS program.
3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

Renewal of Contracts

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

Shipments

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

Invoices

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

Payments

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

Pricing

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

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

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

Participation Fees

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

Indemnity

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

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

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

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

Multiple Vendor Awards

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

State of Texas Franchise Tax

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

Miscellaneous

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

Purchase Order Pricing/Product Deviation

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

Cancellation for non-performance or contract deficiency

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

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

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

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

TIPS Member Purchasing Procedures

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

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

Form of Contract

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

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

Licenses

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

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

Novation

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

Site Requirements (when applicable to service or job)

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

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

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

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

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

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

Smoking

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

Invoices

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

Marketing

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

Supplemental agreements

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

Legal obligations

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this RFP and any awarded contract thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

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

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Services

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

Scope of Services

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

Project Delivery Order Procedures

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

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

Scheduling of Projects

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

Support Requirements

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

Special Terms and Conditions

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

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

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

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

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

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information	
Bid Creator	Kim Thompson Coordinator of Office Operations	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address	
Email	Kim.Thompson@tips-usa.com	Contact	Kim Thompson, TIPS Office Manager	Contact	
Phone	(903) 575-2608			Department	
Fax	(866) 929-4402			Building	
Bid Number	1022516	Department		Floor/Room	
Title	Email Archive Systems w/backup and Disaster Recovery	Building		Telephone	
Bid Type	RFP	Floor/Room		Fax	
Issue Date	12/02/2015	Telephone	+1 (866) 839-8477	Email	
Close Date	1/15/2016 3:00:00 PM CT	Fax	+1 (866) 839-8472		
Need by Date		Email	bids@tips-usa.com		

Supplier Information

Company Gaggle
 Address PO Box 1352
 Bloomington, IL 61702

Contact
 Department
 Building
 Floor/Room
 Telephone 1 (800) 288-7750
 Fax 1 (309) 665-0171
 Email
 Submitted 1/5/2016 12:52:50 PM CT
 Total \$0.00

Signature Arynn Takacs

Email arynn@gaggle.net

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Highly Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB? Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	
5	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	Gaggle's award-winning suite of productivity, communication, and collaboration tools engage today's students with today's technology. Our safe, online learning environment is accessible at school and on-the-go, leveraging the popularity of social networking and web-based virtual tools to propel your classroom into the 21st century and beyond. Our cloud-based environment is designed specifically for K-12 education and provides access control and filtration of content, with the highest degree of CIPA compliance. In addition, Gaggle is a provider of compliance based email archiving tailored to meet the needs of K-12 institutions.
6	Primary Contact Name	Primary Contact Name	Jennie Eft
7	Primary Contact Title	Primary Contact Title	Sales Manager
8	Primary Contact Email	Primary Contact Email	jennie@gaggle.net
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	8002887750
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	3096650171
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	
12	Secondary Contact Name	Secondary Contact Name	Allison Salmon
13	Secondary Contact Title	Secondary Contact Title	Regional Sales Manager
14	Secondary Contact Email	Secondary Contact Email	allison@gaggle.net
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	8002887750
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	3096650171
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Jennie Eft

19	Admin Fee Contact Email	Admin Fee Contact Email	jennie@gaggle.net
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	8002887750
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Jennie Eft
22	Purchase Order Contact Email	Purchase Order Contact Email	jennie@gaggle.net
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	8002887750
24	Company Website	Company Website (Format - www.company.com)	www.gaggle.net
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	04-3602422
26	Primary Address	Primary Address	P.O. Box 1352
27	Primary Address City	Primary Address City	Bloomington
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	Illinois
29	Primary Address Zip	Primary Address Zip	61702
30	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	Gaggle, archiving, disaster recovery, storage, backup, email, drive, Exchange, Groupwise, Google, Office365
31	Yes - No	Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction) (If YES, vendor should download the Federal Regulations for Contracts document from the Attachments section, fill out the form and submit the document in the "Response Attachments" FEDERAL FUNDS section.) (Vendor must also download the Suspension or Debarment Certificate document from the Attachments section, fill out the form and submit the document in the "Response Attachments" SUSPENSION OR DEBARMENT section.)	Yes
32	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	No
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Bloomington
34	Company Residence (State)	Vendor's principal place of business is in the state of?	Illinois
35	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37)	(No Response Required)
36	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
37	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony? If answer is YES, a detailed explanation of the name(s) and conviction(s) must be uploaded to the "Response Attachments" FELONY CONVICTION section.	No
38	Pricing Information:	Pricing information section. (Questions 39 - 42)	(No Response Required)

39	Yes - No	In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. If answer is NO, include a statement detailing how pricing for TIPS participants would be calculated in the PRICING document that is uploaded to the "Response Attachments" PRICING section.	Yes
40	Yes - No	Pricing submitted includes the TIPS administration fee?	Yes
41	Yes - No	Vendor agrees to remit to TIPS the required administration fee?	Yes
42	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	Yes
43	Start Time	Average start time after receipt of customer order is ____ working days?	1
44	Years Experience	Company years experience in this category?	17
45	Resellers:	Does the vendor have resellers that it will name under this contract? (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	No
46	Prices are guaranteed for?	(___Month(s), ___ Year(s), or Term of Contract) (Standard term is "Term of Contract")	Term of Contract

Line Items

Response Total: \$0.00

CONTRACT Signature Form

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

Company Name: Gaggle.Net, Inc.

Mailing Address: P.O. Box 1352

City: Bloomington

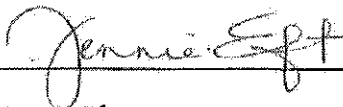
State: Illinois

Zip: 61702

Telephone Number: 800-288-7750

Fax Number: 309-665-0171


Email Address: jennie@gaggle.net

Authorized Signature: 

Printed Name: Jennie Eft

Position: Sales Manager

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

 2/25/16
TIPS Authorized Signature Date

 2/25/16
Approved by Region VIII ESC Date

References

**** Must have at least 3 References. References must be School, City, County, University, State Agency or Other Government.**

Organization	City	State	Contact Name	Contact Phone
Central Kitsap School District	Silverdale	WA	Cathy Cohoon	360-662-1745
Palos Verdes Unified School District	Palos Verdes Estates	CA	Ben Sarafi	310-750-2016
Johnston County Schools	Smithfield	NC	Michelle Turnage	919-934-7325



800 • 288 • 7750 309 • 665 • 0171 www.gaggle.net

P.O. Box 1352 Bloomington, IL 61702

January 5, 2016

Kim Thompson
TIPS Office Manager
Region VIII Education Service Center
The Interlocal Purchasing System
4845 US Hwy. 271 North
Pittsburgh, Texas 75686

Re: Bid #1022516 - Email Archive Systems with Backup and Disaster Recovery

Dear Ms. Thompson,

Enclosed is Gaggle's response to your RFP for an Email Archive System with Backup and Disaster Recovery. Gaggle provides a world class archiving solution tailored to K-12's specific needs. We provide archiving services for most commonly used email systems, including Microsoft Exchange, GroupWise, Gmail, and Office365. We are committed to providing the services described within this proposal response. Gaggle will utilize best practices learned over the last 16 years to provide Email Archiving services.

Advantages of selecting Gaggle for your archiving solution are:

- A fully managed, cloud based solution allowing 24/7 access while removing hardware, maintenance, and data center costs.
- The ability to have private accounts so that the mail of your executive team can be off limits to searching unless the written consent of the individual is given.
- Secure off-site storage - Gaggle maintains three enterprise class storage systems all located within the United States. In fact, our corporate office is located in Bloomington, IL.
- Little to no management is required after initial implementation of our solution.
- Fully integrated email platform to provide disaster recovery capabilities.
- Custom retention periods for groups or users.
- User friendly, web interface that allows users to easily retrieve items without assistance from your IT Dept.
- Free technical and customer support to all users.
- Gaggle is a currently a TIPS Vendor for archiving and also our other K-12 Classroom tools.

I appreciate your review of our proposal and consideration of Gaggle. Please let me know if you have any questions.

Sincerely,

Allison Salmon
Regional Sales Manager | **gaggle**
Phone: 800-288-7750, ext. 180 | Email: allison@gaggle.net



Gaggle Email Archive System with Backup and Disaster Recovery Proposal

Prepared For
The Interlocal Purchasing System (TIPS)



Allison Salmon
Regional Sales Manager
Tel: 800-288-7750
Fax: 309-665-0171
Website: www.gaggle.net
Email: allison@gaggle.net

Gaggle Overview

Background

Founded in 1999, Gaggle is a leader in providing web-based learning tools and solutions to K-12 schools and districts. Gaggle is a pioneer in the field of safe student email, working to provide safe technology tools to school districts throughout the United States. Gaggle has grown to be the leader in safe technology for the K-12 market, offering a full suite of web-based tools that support student use of technology. Gaggle has provided archiving and backup services, website development, account provisioning, and other solutions to the K-12 school market, leveraging the price pressures of education to offer efficient and cost-effective products and services. School Districts rely on Gaggle to remove the burden on overtasked IT teams that must deal with an increasing amount of records management issues as well as legal or regulatory compliance.

Awards

Gaggle has received numerous educational technology awards. Below are the most recent notable awards:

- 2015 CODiE Award Finalist in the category of Best Education Cloud-based Solution
- 2015 Bronze Stevie Award Winner
- 2015 Tech & Learning Award of Excellence Winner
- 2014 CODiE Award Finalist in the category of Best Education Community Solution
- 2014 District Administration Top 100 Award
- 2014 Tech & Learning Award of Excellence Winner
- 2014 ISTE Best of Show Award

Gaggle Product Summary

Gaggle provides an affordable and secure cloud archiving solution with free customer service, free technical support and still allows the client to retain control over the archiving environment. Gaggle understands that districts are looking for an archiving solution to increase operational efficiencies, save IT staff time, and save money. This is why our Email Archiving Solution is built for ease of use, disaster recovery, and eDiscovery.

Choose whether Gaggle pulls data nightly – or even hourly – directly from the local email server. Gaggle provides 24-hour access to archives through its web-based interface, ensuring data security. All data archived by Gaggle is redundantly stored in multiple geographic locations for secure, accurate, and authentic disaster recovery.

Archiving In the Cloud

Gaggle's hosted solution requires no additional hardware or software and provides access to authentic copies, in evidentiary-quality form, of all electronic archived data 24/7 via any computer connected to the Internet. Gaggle's Archiving Solution is hosted in the cloud for the maximum flexibility and security. Client data is stored on three separate storage systems in two geographically disparate data centers, providing data redundancy and security.

Archive Access

End-users can access archived data 24/7 through our web-based interface accessible from any computer, mobile device, tablet, or iPad with a browser and internet connection.

Access to the archive is continuous, and the client determines who can access the data. There is a robust hierarchy to facilitate end user access to personal archive, groups, and departments as well as global access. Gaggle guarantees 99.5% up time. Once data is archived users do not have the ability to alter or delete data. Archived data is maintained on three, identical, enterprise-class, solid state storage systems for redundancy and disaster recovery. Gaggle uses WORM technology as well.

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

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

Intuitive User Interface

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

Message Download Options

Gaggle's Archive will export messages to .pst, .pdf, and .eml file types for easy message downloads.

Disaster Recovery

In the event that mail servers are damaged by a disaster or data is lost through a server crash, Gaggle has it covered. Not only can Gaggle restore single messages should users accidentally delete something they needed, but can also restore complete servers in the event of catastrophic failure. In addition to this, Gaggle is a fully functional backup email system when email servers are down, minimizing service interruptions for end users. Users have access to Gaggle's web-based email client or can use POP3, SMTP, and IMAP clients such as Outlook to access email. When systems are back online, the mail can be redelivered to local mail servers and users can be transitioned back over to the primary system.

In the event that a user accidentally deletes a folder in their email, Gaggle allows for easy restoration of the deleted messages with minimal interruption in productivity.

Gaggle maintains its own disaster recovery protection by redundantly archiving all messages in multiple locations. Gaggle maintains disk-based, enterprise class storage systems in California and Pennsylvania for fast, reliable access. Should Gaggle's primary facility experience a disaster of its own, the secondary facility is designed to take over, delivering uninterrupted service to its clients of all sizes.

Litigation Holds

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

Security Logs

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

Security

Gaggle uses SSL/https protocol for the transmission of data. Strong authentication is in place to force standardization across our entire service. All data is housed within the continental United States. The Archiving Solution is hosted in the cloud for maximum flexibility and security.

Client data is stored on three separate storage systems in two geographically disparate data centers, providing data redundancy and security. Our primary co-location center is in Los Angeles, California. The data center is monitored 24/7 by security guards, with the Gaggle servers housed in a dedicated suite with locked cages and cabinets. The Los Angeles data center houses two of our three enterprise storage systems.

Gaggle's secondary data center is located in West Chester, Pennsylvania and houses Gaggle's third enterprise storage system. This second facility provides our customers the assurance of data availability, even in the event of a major catastrophe in one part of the country.

Data is stored under a proprietary storage medium to preclude access by unauthorized individuals. Access to our equipment is minimally allowed via badge access only to designated employees. All servers are in locked cabinets protected by combination locks. The data center is monitored 24/7 by security, optical turnstiles, biometrics, and CCTV.

Encryption

Sensitive or confidential email content should be encrypted both in transit and at rest. Gaggle's solution includes encryption both in transit and at rest. Encryption at rest provides enhanced protection against data theft or exposure.

Service Organization Controls (SOC)

Gaggle successfully conducted a Service Organization Controls (SOC) 2 audit/examination of the Trust Service Principles: Security, Availability and Privacy. The main purpose of the SOC 2 Type 1 report is to show our customers that an independent third party has evaluated our systems and controls and our adherence to those systems and controls.

Nightly Reports

A designated client member will receive nightly reports confirming the successful archive of messages. Reports provide detailed information on the number of messages archived, the amount of data archived for each user, a listing of any errors that occurred during the process, and any new user accounts that were created during the archive process. Reports can easily be printed locally or to a centralized printer provided the user has access to said printer.

Implementation

Easy Setup

Email Archiving can be set up in as little as 48 hours with no hardware or software required by the client. Gaggle's solution is fully automatic and does not require any action by the sender or receiver. All sent and received messages are captured and archived. Users are not able to alter or delete data from the archive, and all metadata is retained with each message.

Data Migration

New archiving clients have two options when implementing with Gaggle. Start archiving from the start date forward or choose the optional Previous Data Migration feature for an additional, one-time fee. Previous Data Migration allows new clients to archive all email that is currently on their servers or current archiving system, and it will apply client retention policies to those messages as well as any newly archived data.

Implementation

Gaggle is committed to assisting clients in achieving successful implementation of our services. This process utilizes a phased project approach with tasks that are assigned to both Gaggle and the client to ensure a successful implementation. Gaggle's implementation group is headed up by a licensed PMP, and the process leverages best practices from the last 16 years of implementations. Specific timeframes and dates are mutually determined and outlined as part of this process as well.

Please refer to the implementation schedules included with this proposal.

Customer Service

Gaggle includes unlimited free technical and customer support as part of our solution. The highly experienced team of Gaggle representatives is committed to providing quick and responsive personal attention to customer questions and needs. Support is 24/7 with regular business hours of Monday-Friday 6:00AM - 10:00PM CST.

Gaggle employees are all US-based and cross-trained to provide solutions to clients at almost every level. Our customers deal directly with the Gaggle support and engineering teams for immediate answers to questions. Gaggle employees are united in our passion for providing innovative technology and outstanding customer service. Gaggle has continued to grow because the product is excellent, and the customer service is exceptional.

Phone Support - During regular business hours our phones are answered quickly by a friendly representative fully trained in the Gaggle system, so you won't need to press buttons or be passed from one tech to another. After hours, weekends, and holidays, your voicemail message will be forwarded to our tech on-duty and responded to in a timely manner.

Email Support – During regular business hours emails are constantly monitored by our customer service representatives, guaranteeing a timely response. After hours, weekends, and holidays messages will be monitored by our tech on-duty and responded to within a timely manner.

Chat Support – During regular business hours, you can chat on-line instantly with one of our customer service representatives.

All activity by both end users and Gaggle personnel within the Gaggle system is logged and monitored.



CERTIFICATE OF LIABILITY INSURANCE

GAGGL-1

OP ID: CRZ

DATE (MM/DD/YYYY)

06/08/2015

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

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

PRODUCER Clemens & Associates, Inc. P.O. Box 5190 Bloomington, IL 61702-5190 Reid Butts	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE	
INSURED Gaggle.Net, Inc. PO Box 1352 Bloomington, IL 61702	INSURER A : Hartford Insurance Co. NAIC # 37478	
	INSURER B : Great American Insurance Group	
	INSURER C :	
	INSURER D :	
	INSURER E :	
INSURER F :		

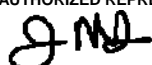
COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			83SBAIJ0801	07/01/2015	07/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			83SBAIL0801	07/01/2015	07/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000			83SBAIJ0801	07/01/2015	07/01/2016	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	83WECBS0494	07/01/2015	07/01/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Tech/E&O Liab			00TE0223087	11/08/2014	11/08/2015	Limit 1,000,000
B	D&O			DPL9991622	10/05/2014	10/05/2015	Limit 2,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

PROOF OF INFORMATION PURPOSES ONLY	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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ARCHIVING, BACKUP & DISASTER RECOVERY



Know that your data is
safe and secure.



Receive an
unmatched level
of service.



All at a cost
you can afford.

Compatible with Gmail,™ Exchange,™ Office 365,™ Groupwise™ and other email platforms as well as Office Online,™ Office 365,™ Google Apps™ and more.

Meet requirements of eDiscovery and state and federal Open Records laws.

Migrate legacy archives into one cohesive archive for litigation and compliance fulfillment.

Set litigation holds for individual messages or entire accounts. Create holds of varying length for different departments or users.

Choose from different access levels for individual users, organizational units and departments, allowing administrators to search only in accounts of certain users.

Provide users constant access to their archived messages and content.

Protect the privacy of administrators by restricting access to their accounts while still archiving their messages and content.

Search messages, subject lines, to/from addresses, date ranges and attachments.

Access search query and logs, and receive instant notifications when a user logs in.

Deliver messages back to any user in a matter of seconds, or export any messages.

Download messages in various file formats, including pst, .pdf and .eml.

“

Our conversion to Gaggle for email archiving from our previous vendor was one of the best decisions we made. I recommend Gaggle to anyone looking for a solid archiving solution!”

Jim Frye
District Technology Coordinator
Upper Sandusky EV School District

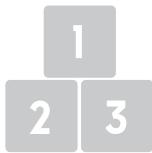


ARCHIVING, BACKUP & DISASTER RECOVERY

Backup & Disaster Recovery

In the event your server goes down, all of your users can still access their email through a fully functional, web-based email system via POP3, SMTP and IMAP clients. Any data loss can be pushed back to you while always maintaining message integrity for every user.

- + Enterprise-class data storage
- + Simple account and data migration
- + Support of LDAP authentication and single sign-on protocols
- + Optional security enhancements, such as monitoring for pornographic images and specific words and phrases to support regulatory compliance

**SIMPLICITY**

Easy to understand pricing and end-user access that allows IT departments to focus on other projects.

**SECURITY**

Unmatched data security best practices to help manage risk and meet compliance requirements.

**SERVICE**

A rare combination of low-cost solutions and the highest level of customer service offered to every customer.



I appreciate Gaggle's willingness to help us with archiving our Microsoft documents as well as other documents our students and staff use. Your company has earned my devotion as a customer by doing what so few businesses do today, making it right for the customer. ”

Randy Webb
Director of Technology
Malakoff ISD





GOOGLE APPS ARCHIVING

Implementation Plan

PLANNING FOR SUCCESS

	You	Gaggle
1 Complete Gaggle Implementation Survey	●	
2 Hold Kickoff Meeting/Call	●	●
3 Determine Archiving Requirements and Retention Policies	●	●

SYSTEM SETUP AND ACCOUNT CREATION

	You	Gaggle
1 Set Up District and Schools in Gaggle		●
2 Create Journaling Account		●
3 Enable Routing Rules		●
4 Sync Google Accounts to Gaggle		●
5 Set Up Gaggle Administrator Account		●
6 Configure Archive Tasks		●
7 Verify Archiving is Active	●	●
8 Confirm Retention Policy(ies)	●	●

USER TRAINING AND ACCOUNT ROLLOUT

	You	Gaggle
1 Verify Implementation	●	●
2 Review and Refine Configuration as Needed	●	●

ONGOING SUPPORT

	You	Gaggle
1 Provide Scheduled Archive Reports		●
2 Ongoing Monitoring of Reports and Client Support		●

Gaggle is committed to assisting you achieve successful implementation and integration. Implementation processes leverage best practices and project management methodologies designed to provide a solid foundation for success as well as ongoing support to help achieve successful stakeholder buy-in.

IMPLEMENTATION TEAM

Heather Durkac

Vice President, Customer Operations
heather@gaggle.net
800.288.7750, Ext. 813

Shawn Johnson

Implementation Specialist
shawnj@gaggle.net
800.288.7750, Ext. 870

Aaron Terronez

Implementation Specialist
aaron@gaggle.net
800.288.7750, Ext. 825

Jason Livezey

System Support Manager
jasonlivezey@gaggle.net
800.288.7750, Ext. 824

CONTACT US

 800.288.7750

 support@gaggle.net

 www.gaggle.net

FOLLOW US

 @gaggle_K12

 gaggleK12





GROUPWISE ARCHIVING

Implementation Plan

PLANNING FOR SUCCESS

	You	Gaggle
1 Complete Gaggle Implementation Survey	●	
2 Hold Kickoff Meeting/Call	●	●
3 Determine Archiving Requirements and Retention Policy(ies)	●	●

SYSTEM SETUP AND ACCOUNT CREATION

	You	Gaggle
1 Set Up District and Schools in Gaggle		●
2 Install Trusted App	●	
3 Create Firewall Rules to Allow Gaggle IP Addresses	●	
4 Test Connection		●
5 Set Up Gaggle Administrator Account		●
6 Configure Archive Tasks		●
7 Verify Archiving is Active	●	●
8 Confirm Retention Policy(ies)	●	●

USER TRAINING AND ACCOUNT ROLLOUT

	You	Gaggle
1 Verify Implementation	●	●
2 Review and Refine Configuration as Needed	●	●

ONGOING SUPPORT

	You	Gaggle
1 Provide Scheduled Archive Reports		●
2 Ongoing Monitoring of Reports and Client Support		●

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 gaggleK12





Microsoft Exchange ARCHIVING

Implementation Plan

PLANNING FOR SUCCESS

	You	Gaggle
1 Complete Gaggle Implementation Survey	●	
2 Hold Kickoff Meeting/Call	●	●
3 Determine Archiving Requirements and Retention Policies	●	●

SYSTEM SETUP AND ACCOUNT CREATION

	You	Gaggle
1 Set Up District and Schools in Gaggle		●
2 Set Up Journaling in Exchange		●
3 Create Firewall Rules to Allow Gaggle IP Addresses	●	
4 Test Connection		●
5 Set Up Gaggle Administrator Account		●
6 Configure Archive Tasks		●
7 Verify Archiving is Active	●	●
8 Confirm Retention Policy(ies)	●	●

USER TRAINING AND ACCOUNT ROLLOUT

	You	Gaggle
1 Verify Implementation	●	●
2 Review and Refine Configuration as Needed	●	●

ONGOING SUPPORT

	You	Gaggle
1 Provide Scheduled Archive Reports		●
2 Ongoing Monitoring of Reports and Client Support		●

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800.288.7750, Ext. 825

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 gaggleK12





Microsoft Office 365 ARCHIVING

Implementation Plan

PLANNING FOR SUCCESS

	You	Gaggle
1 Complete Gaggle Implementation Survey	●	
2 Hold Kickoff Meeting/Call	●	●
3 Determine Archiving Requirements and Retention Policy(ies)	●	●

SYSTEM SETUP AND ACCOUNT CREATION

	Client	Gaggle
1 Set Up District and Schools in Gaggle		●
2 Set Up Journaling		●
3 Test Connection		●
4 Set Up Gaggle Administrator Account		●
5 Configure Archive Tasks		●
6 Verify Archiving is Active	●	●
7 Confirm Retention Policy	●	●

USER TRAINING AND ACCOUNT ROLLOUT:

	Client	Gaggle
1 Verify Implementation	●	●
2 Review and Refine Configuration if Needed	●	●

ONGOING SUPPORT:

	Client	Gaggle
1 Provide Scheduled Archive Reports		●
2 Ongoing Monitoring of Reports and Client Support		●

Gaggle is committed to assisting you achieve successful implementation and integration. Implementation processes leverage best practices and project management methodologies designed to provide a solid foundation for success as well as ongoing support to help achieve successful stakeholder buy-in.

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

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

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

(Check one)

YES or NO

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

YES or NO

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

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

(b) Affirmative steps must include:

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

Company Name Gaggle.Net, Inc.

Name of authorized representative Corey Vail

Signature of authorized representative 

Date 1/5/16

SUSPENSION OR DEBARMENT CERTIFICATE

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

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

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

Vendor Name: Gaggle.Net, Inc.

Vendor Address: P.O. Box 1352, Bloomington, IL 61702

Vendor E-mail Address: bids@gaggle.net

Vendor Telephone: 800-288-7750

Authorized Company Official's Name: Corey Vail, CFO

Signature of Company Official: 

Date: 1/5/16

2 CFR PART 200 Contract Provisions

Required Federal contract provisions of Federal Regulations for Contracts

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

Appendix II to Part 200

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

2 CFR PART 200

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

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

Federal Rule (1) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

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

Does vendor agree? YES CPW Initial of Authorized Company Official

Federal Rule (2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

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

Does vendor agree? YES CPW Initial of Authorized Company Official

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

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

Does vendor agree? YES CRV Initial of Authorized Company Official

Federal Rule (4) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

Does vendor agree? YES CRV Initial of Authorized Company Official

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

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

Does vendor agree? YES CRV Initial of Authorized Company Official

Federal Rule (6) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a

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small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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

Does vendor agree? YES CAU Initial of Authorized Company Official

Federal Rule (7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

Does vendor agree? YES CAU Initial of Authorized Company Official

Federal Rule (8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award \$25,000 or greater (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

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

Federal Rule (9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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

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

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

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

Does vendor agree? YES CPV Initial of Authorized Company Official


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

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

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

Company Name Gaggle.Net, Inc.

Print name of authorized representative Corey Vail

Signature of authorized representative 

Date 1/5/16

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