

TIPS VENDOR AGREEMENT

Between Lightspeed Technologies, Inc. and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

171001 Audio Visual Equipment, Supplies and Services

General Information

The Vendor Agreement ("Agreement") 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 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This Agreement 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.

The vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the Solicitation (RFP, RCSP, RFQ) as posted, including any addenda and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS Agreement, 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. If deviations are submitted to TIPS by the proposing vendor as provided by and within the solicitation process, this Agreement may be amended to incorporate any agreed deviations.

The following pages will constitute the Agreement between the successful vendors(s) and TIPS.

Definitions

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

Terms and Conditions

Freight

If applicable, all quotes to Members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge" or "\$0" or other similar indication. Shipping, delivery or freight charges shall be passed through at cost to the TIPS Member.

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.)

Agreements

All Agreements and agreements between Vendors and TIPS Members shall strictly adhere to all applicable statutes and codes.

Agreements for purchase will normally be put into effect by means of a purchase order(s) or other similar document or contract executed by authorized agent(s) of the purchasing TIPS Member.

Davis Bacon Act requirements will be met for construction and/or repair of buildings unless otherwise agreed with the TIPS Member.

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 Agreements

No assignment of Agreement may be made without the prior written approval of TIPS. Payment made by a TIPS Member 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 Agreement.

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 TIPS under a TIPS Agreement.
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 Agreement.

Renewal of Agreements

The Agreement with TIPS is for three (3) years with an option for renewal for additional one (1) consecutive year as provided in the related solicitation as specified on page one of this agreement. Total term of Agreement can be up to the number of years provided in the solicitation. The renewal option for the one additional year is at the agreement of the parties.

Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.

NO AGREEMENT FOR GOODS OR SERVICES WITH A TIPS MEMBER BY THE AWARDED VENDOR NAMED IN THIS AGREEMENT THAT RESULTS FROM THE SOLICITATION AWARD NAMED IN THIS AGREEMENT, MAY INCORPORATE AN AUTOMATIC RENEWAL CLAUSE WITH WHICH THE TIPS MEMBER MUST COMPLY. ALL RENEWAL TERMS INCORPORATED IN AN AGREEMENT BY THE VENDOR WITH THE TIPS MEMBER SHALL ONLY BE VALID AND ENFORCEABLE WHEN THE VENDOR RECEIVES WRITTEN CONFIRMATION BY PURCHASE ORDER OR EXECUTED AGREEMENT ISSUED BY THE TIPS MEMBER FOR ANY RENEWAL PERIOD. THE PURPOSE OF THIS CLAUSE IS TO AVOID A TIPS MEMBER INADVERTENTLY RENEWING AN AGREEMENT DURING A PERIOD IN WHICH THE GOVERNING BODY OF THE TIPS MEMBER HAS NOT PROPERLY APPROPRIATED AND BUDGETED THE FUNDS TO SATISFY THE AGREEMENT RENEWAL. THIS TERM IS NOT NEGOTIABLE AND ANY AGREEMENT BETWEEN A TIPS MEMBER AND A TIPS AWARDED VENDOR WITH AN AUTOMATIC RENEWAL CLAUSE THAT CONFLICTS WITH THESE TERMS IS RENDERED VOID AND UNENFORCEABLE AS TO THE AUTOMATIC RENEWAL CLAUSE.

Shipments (If Applicable)

The Vendor shall ship ordered products within a commercially reasonable time after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the TIPS Member as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the TIPS Member may cancel the order if estimated shipping time is not acceptable.

Invoices

The Vendor or, if applicable, the vendor assigned dealer shall submit invoices, to the TIPS Member. Each invoice shall include the TIPS Member's purchase order number. The shipment

tracking number or pertinent information for verification of TIPS Member 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 or the TIPS Member.

Payments

The TIPS Member will make payments directly to the Vendor or vendor assigned dealer as agreed by the TIPS Member.

Pricing

The Vendor agrees to provide pricing to TIPS and TIPS Member entities that is at least equal to the lowest pricing available from the vendor to like cooperative purchasing customers in like situations and the pricing shall remain so throughout the duration of the Agreement.

All pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing, to be remitted to TIPS by the Vendor. Vendor shall not show adding the fee to the invoice presented to TIPS Member customer. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS.

Participation Fees

Fees for this award are 1%.

Vendor or vendor assigned dealer agrees to pay TIPS on a monthly scheduled report the participation fee for all Agreement sales to TIPS Members utilizing a TIPS awarded contract. 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 records of all sales that go through the TIPS Agreement. Failure to pay the participation fee will result in termination of Agreement. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

- 2. Indemnity for Personality Agreements.** 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 Agreement or sales made to TIPS Members under this agreement, 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, unless such claims are based in whole upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents. If based in part upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents, Vendor shall be responsible for their proportional share of the claim.

2. Indemnity for Performance Agreements. 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 Agreement, 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, unless such claims are based in whole upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents. If based in part upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents, Vendor shall be responsible for their proportional share of the claim.

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

Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on Agreement at any time.

Purchase Order Pricing/Product Deviation

If a deviation of agreed pricing/product on a purchase order from a TIPS Member pursuant to this Agreement occurs, TIPS shall be notified within 48 hours of receipt of order.

Termination for Convenience

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty-day written notice. Termination for convenience is required under Federal Regulations 2 CFR part 200. All purchase orders presented to the Vendor by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded vendor may terminate the agreement with ninety (90) days written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686.

TIPS Member Purchasing Procedures

Purchase orders or their equal are issued by participating TIPS Member to the awarded vendor indicating on the PO "TIPS Agreement Number". 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 otherwise).

Supplemental Agreements

The TIPS Member 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 Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this Agreement 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.

INDEMNITY UNDER A SUPPLEMENTAL AGREEMENT:

ANY SUPPLEMENTAL AGREEMENT BETWEEN THE TIPS OR A TIPS MEMBER AND THE VENDOR THAT REQUIRES TIPS OR THE TIPS MEMBER TO INDEMNIFY ANY OTHER PARTY, EXCEPT TO THE EXTENT PERMITTED BY THE APPLICABLE CONSTITUTION, LAWS OR REGULATIONS OF THE JURISDICTION OF THE LOCATION OF THE TIPS MEMBER OR THE LOCATION OF THE PERFORMANCE OF THE CONTRACT UNDER THIS AGREEMENT, IS NOT PERMITTED UNDER THIS AGREEMENT AND RENDERS THE INDEMNITY REQUIREMENT NULL AND VOID AS IT APPLIES TO TIPS OR THE TIPS MEMBER'S RESPONSIBILITY TO INDEMNIFY ANY PARTY.

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 Agreement. TIPS reserves the right to stop work and/or cancel Agreement 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 Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. TIPS reserves the right to accept or reject assignment of this agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor.

Site Requirements (Only 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 Agreement 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 TIPS Member clearly stating "Per TIPS Agreement". The shipment tracking number or other applicable pertinent information for verification shall be made available upon request.

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within the TIPS website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS and approval of which, shall not be unreasonably withheld by TIPS.

Survival Clause

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this 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 Agreement 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 Agreement. 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 three (3) years 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. TIPS shall bear the cost of such audit requested by TIPS, but all documents maintained by the vendor shall be produced and made available to TIPS or its agents at no cost.

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.

Acceptance of work by TIPS Member

When a Vendor performs services for a TIPS Member, the TIPS Member will inspect the work for acceptance under the scope and terms in the PO. The TIPS Member will request any corrective actions that are required. Upon completion of these actions and not before, the TIPS Member will be obligated to compensate the Vendor as agreed.

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.

Bonding

Only when applicable, performance bonds and payment bonds will be required on construction or labor required jobs. 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 or Agreement.

Incorporation of Solicitation

The TIPS Solicitation, Request for Proposals, Request for Qualifications or the Request for Competitive Sealed Proposals solicitation and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this agreement are hereby incorporated by reference into this agreement as if copied verbatim.

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 and/or an Agreement 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 Agreements are required, they will be attached to the PO and shall take precedence over those in the base Agreement.

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 Agreement 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 Construction Projects (when applicable)

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.

Special Terms and Conditions

It is the intent of TIPS to Agreement 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.

NEW STATUTORY REQUIREMENT EFFETIVE SEPTEMBER 1, 2017.

You certify that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement. Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

You certify that your company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

- **Agreements:** All orders made by TIPS Members to the awarded vendor must be emailed to TIPS at tipspo@tips-usa.com. Should a TIPS Member send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within three (3) business days and confirm its receipt with TIPS.
- **Promotion of Agreement:** 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 Agreement is a breach of this agreement terms and conditions and will result in termination and rescission of this agreement and removal of the Vendor from the TIPS Program.
- **Daily Order Confirmation:** All Agreement 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 two (2) business days.
- **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS Agreement catalog website, then any updated pricing must be posted by 1st of each month. Any increase in a "catalog" price, as defined herein, is not effective until it is published in the vendor's "catalog" as defined herein.
- **Back Ordered Products:** If product is not expected to ship within 7 business days, customer is to be notified within 24 hours of order receipt and appropriate action taken based on customer request.
- Lightspeed provides free shipping within the contiguous United States, with no minimum order. If a Customer requests expedited shipping, Customer pays the difference between ground and expedited service. When Lightspeed Technologies, Inc. includes or quotes installation as part of a bid response, the scope of work is only for the physical installation of products that we manufacture. Lightspeed does not self perform installations and hires local contractors, typically those recommended by the school district, to perform installation of our products. The work may include low-voltage electrical, such as what is required to wire speakers to an amplifier or DC power to one of our devices. Lightspeed is not a licensed electrical contractor and as such, installation of electrical power outlets or hardwiring of systems to building mains is not included in our scope of work.

Page 11 of 11 will be the TIPS Vendor Agreement Signature Page

Addendum #4 RFP 171001 Audio Visual Equipment, Supplies and Services

TIPS Admin Fee schedule for this RFP has been changed and is now 1% on all sales under the contract for goods AND services.

TIPS Vendor Agreement Signature Form

RFP 171001 Audio Visual Equipment, Supplies and Services

Company Name Lightspeed Technologies, Inc.

Address 11509 SW Herman Road

City Tualatin State OR Zip 97062

Phone 800.732.8999 Fax 503.684.3197

Email of Authorized Representative LSBIDS@Lightspeed-tek.com

Name of Authorized Representative David Solomon

Title President

Signature of Authorized Representative 

Date 12/15/17

TIPS Authorized Representative Name Meredith Barton

Title Vice-President of Operations

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 12/15/17

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Rick Powell General Counsel/Procurement Compliance Officer	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	rick.powell@tips-usa.com	Contact	Kristie Collins, Contracts Compliance Specialist	Contact
Phone	(903) 575-2689	Department		Department
Fax		Building		Building
Bid Number	171001 Addendum 4	Floor/Room		Floor/Room
Title	Audio Visual Equipment, Supplies and Services	Telephone	+1 (866) 839-8477	Telephone
Bid Type	RFP	Fax	+1 (866) 839-8472	Fax
Issue Date	10/5/2017 08:00 AM (CT)	Email	bids@tips-usa.com	Email
Close Date	11/27/2017 03:00:00 PM (CT)			

Supplier Information

Company Lightspeed Technologies, Inc.
 Address 11509 SW Herman Road
 Tualatin, OR 97062

Contact
 Department
 Building
 Floor/Room
 Telephone (800) 732-8999
 Fax (503) 684-3197
 Email
 Submitted 11/21/2017 11:55:40 AM (CT)
 Total \$0.00

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

Signature David Solomon, President

Email LSBIDS@Lightspeed-tek.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Date	Subject	Message
10/30/17	Anticipated Schedule of Award or Related Events	The Anticipated Schedule of Award or Related Events addendum reflected a January 2017 award date and is hereby corrected to change from January xx, 2017 to 2018.

Bid Attributes

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	Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at https://comptroller.texas.gov/purchasing/vendor/hub/ or in a HUBZone as defined by the US Small Business Administration at https://www.sba.gov/offices/headquarters/ohp Proof of one or both may be submitted. 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)	Not applicable
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.)	Lightspeed is dedicated to making a remarkable difference for teachers and students by creating Classroom Audio Systems that give access to powerful in-the-moment insights into the learning process. With our Redcat Access, Topcat Access, 955 Access, and Access Link systems, we create access to the teacher's voice for all students in the classroom that isn't there for them without our solutions. Our brand-new Activate systems for small group instruction reveal hidden insights to learning that are otherwise missed by students and teachers. They also provide access to authentic student conversations and the learning process that isn't available to the teacher in any other way.
6	Primary Contact Name	Primary Contact Name	Melissa Williams
7	Primary Contact Title	Primary Contact Title	Bid & Contract Manager
8	Primary Contact Email	Primary Contact Email	LSBIDS@Lightspeed-tek.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	800.732.8999
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	503.217.6142

11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	N/A
12	Secondary Contact Name	Secondary Contact Name	Michelle Dombek
13	Secondary Contact Title	Secondary Contact Title	Bid & Contract Specialist
14	Secondary Contact Email	Secondary Contact Email	LSBIDS@Lightspeed-tek.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	800.732.8999
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	503.217.6142
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	N/A
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Michael Lightcap
19	Admin Fee Contact Email	Admin Fee Contact Email	AP@LIghtspeed-tek.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	800.732.8999
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Rhonda Allen
22	Purchase Order Contact Email	Purchase Order Contact Email	ORDERS@Lightspeed-tek.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	800.732.8999
24	Company Website	Company Website (Format - www.company.com)	www.lightspeed-tek.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	93-1045590
26	Primary Address	Primary Address	11509 SW Herman Road
27	Primary Address City	Primary Address City	Tualatin
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	OR
29	Primary Address Zip	Primary Address Zip	97062

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.)	access, access technology, Activate, All in One, amplification, amplification system, assessments, assisted listening, assistive listening, assistive technology, audio, audio equipment, audio/video, audio visual, audiology equipment, auditory equipment, classroom amplification, classroom audio technology, curriculum tools, differentiated instruction, equal access, equipment technology, Flexcat, FlexMike, information technology, infrared amplification, infrared equipment, infrared microphone, infrared sound, instructional equipment, interactive classroom, Lightspeed, Lightspeed Technologies, listening enhancement, media connector, microphone, no installation, portable amplification, portable listening, portable sound, Redcat, Redcat Access, RedMike, small group instruction, smart classroom, sound enhancement, sound equipment, sound field, sound field amplification, sound system, speaker, special education, student collaboration, surround sound, Topcat, two-way communication, voice intelligibility, voice lift, whole group instruction, wireless amplification, wireless microphone, wireless sound, 855, 955
31 Yes - No	Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that are provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR)compliant. Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?	Yes
32 Yes - No	Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner: (A) has its principal place of business in Texas; OR (B) employs at least 500 persons in Texas?	No
33 Company Residence (City)	Vendor's principal place of business is in the city of?	Tualatin
34 Company Residence (State)	Vendor's principal place of business is in the state of?	Oregon

35	Felony Conviction Notice:	<p>(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37) Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034.</p> <p>Following is an example of a felony conviction notice: State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district or ESC 8/TIPS must give advance notice to the district or ESC 8/TIPS if the person or an owner or operator of the business entity has been convicted of a felony.</p> <p>The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."</p>	(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?	No
38	If your firm is owned or operated by the following individual(s) who has/have been convicted of a felony:	Please provide details of the conviction. This is not necessarily a disqualifying factor and the details of the conviction determines the eligibility. Providing false or misleading information about the conviction is illegal.	Not Applicable
39	Pricing Information:	Pricing information section. (Questions 39 - 43)	(No Response Required)
40	Discount Offered	What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the RFP document), website, store or shelf pricing? This is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Must answer with a number between 0% and 100%.	22%
41	TIPS administration fee	By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor as agreed in the Vendor agreement. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.	(No Response Required)
42	Yes - No	Vendor agrees to remit to TIPS the required administration fee? TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.	Yes
43	Yes - No	Do you offer additional discounts to TIPS members for large order quantities or large scope of work?	Yes

44	Start Time	Average start time after receipt of customer order is ____ working days?	2
45	Years Experience	Company years experience in this category?	27
46	Resellers:	<p>Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS.</p> <p>EXAMPLE: Walmart is a reseller of Samsung Electronics. If Samsung were a TIPS awarded vendor, then Samsung would list Walmart as a reseller.</p> <p>(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.</p>	Yes
47	Prices are guaranteed for?	Vendor agrees to honor the pricing discount off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award?	YES
48	Right of Refusal	Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion?	No
49	NON-COLLUSIVE BIDDING CERTIFICATE	<p>By submission of this bid or proposal, the Bidder certifies that:</p> <p>1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;</p> <p>2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor;</p> <p>3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;</p> <p>4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.</p>	(No Response Required)

- 50 Texas HB 89- Texas Government code §2270 compliance Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will become law codified as Texas Government Code § 2270 and 808 et seq. YES
- The relevant section addressed by this form reads as follows:
Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.
- I verify by my "YES" response to this attribute that, as a company submitting a proposal to this solicitation, that I am authorized to respond for the company and affirm that the company (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that TIPS will be notified in writing by email to TIPS@TIPS-USA.com within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall result in a "no award" determination by TIPS and if a contract exists with TIPS, be grounds for immediate contract termination without penalty to TIPS and Education Service Center Region 8.
FAILURE TO RESPOND "YES" WILL RESULT IN NO CONSIDERATION OF YOUR PROPOSAL.
I swear and affirm that the above is true and correct by a "YES" response.
- 51 CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS, Richard Powell, 4845 US Highway 271 North, Pittsburg, Texas 75686 No
- You may find the Blank CIQ form on our website at:
Copy and Paste the following link into a new browser or tab:
<https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>
- Do you have any conflicts under this statutory requirement?
- 52 Filing of Form CIQ If yes (above), have you filed a form CIQ as directed here?
- 53 Regulatory Standing I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question. Yes
- 54 Regulatory Standing Regulatory Standing explanation of no answer on previous question. Not applicable

55 Antitrust Certification Statements (Tex. Government Code § 2155.005)

By submission of this bid or proposal, the Bidder certifies that: (No Response Required)

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;

(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.

Instructions for Certification:

1. By agreeing to the Attribute question #56, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this

transaction originated may pursue available remedies, including suspension and / or debarment.

57 Suspension or Debarment Certification

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 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.

By submitting this offer and certifying this section, this bidder:
Certifies that no suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

58 Non-Discrimination Statement and Certification

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English. To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. (Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities) All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree will render your

proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

59 2 CFR PART 200 Contract Provisions Explanation

Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:

(No Response Required)

The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.

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.

60 2 CFR PART 200 Contracts

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 the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS 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

61 2 CFR PART 200 Termination

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 the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS 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. ESC Region 8 and TIPS 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 ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.
Does vendor agree?

Yes

62	2 CFR PART 200 Clean Air Act	<p>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).</p> <p>Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.</p> <p>Does vendor agree?</p>	Yes
63	2 CFR PART 200 Byrd Anti-Lobbying Amendment	<p>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.</p> <p>Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.</p> <p>Does vendor agree?</p>	Yes
64	2 CFR PART 200 Federal Rule	<p>Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)</p> <p>Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).</p> <p>Does vendor certify that it is in compliance with the Clean Air Act?</p>	Yes

65	2 CFR PART 200 Procurement of Recovered Materials	<p>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.</p> <p>Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?</p>	Yes
66	Indemnification	<p>The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas."</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes

67 Remedies	<p>The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder must be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.</p> <p>Do you agree to these terms?</p>	Yes, I Agree
68 Remedies Explanation of No Answer		Not applicable
69 Choice of Law	<p>This agreement and any addenda or other additions and all contracts or awards resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
70 Jurisdiction and Service of Process	<p>Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue clauses in contracts with TIPS members may be determined by the parties.</p>	Yes

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

71	Alternative Dispute Resolution	Prior to filing of litigation, the parties may select non-binding mediation as a method of conflict resolution for issues arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction. The parties agree that if nonbinding mediation is chosen as a resolution process, the parties must agree to the chosen mediator(s) and that all mediation venue shall be at a location in Camp or Titus, County, Texas agreed by the parties. The parties agree to share equally the cost of the mediation process and venue cost. Do you agree to these terms?	Yes, I Agree
72	Alternative Dispute Resolution Explanation of No Answer		Not Applicable
73	Infringement(s)	The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved. Do you agree to these terms?	Yes, I Agree
74	Infringement(s) Explanation of No Answer		Not Applicable
75	Acts or Omissions	The successful vendor will be expected to indemnify and hold harmless the TIPS, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by TIPS and the vendor. Do you agree to these terms?	Yes, I Agree
76	Acts or Omissions Explanation of No Answer		Not Applicable
77	Contract Governance	Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.	Yes

78 Payment Terms and Funding Out Clause

Payment Terms:
TIPS or TIPS members shall not be liable for interest or late payment fees on past due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Yes

Funding Out Clause:
Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.
See statute(s) for specifics or consult your legal counsel. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.
Do you agree to these terms?

79 Insurance and Fingerprint Requirements Information

Insurance
If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

Fingerprint
It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>
If the vendor has staff that meet both of these criterion:
(1) will have continuing duties related to the contracted services; and
(2) has or will have direct contact with students
Then you have "covered" employees for purposes of completing the attached form.
TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.
See form in the next attribute to complete entitled: Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

(No Response Required)

80 Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:

NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

81 Solicitation Deviation/Compliance

Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation? No

82 Solicitation Exceptions/Deviations Explanation	<p>If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.</p> <p>TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.</p> <p>In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.</p>	<p>1. Free shipping within the contiguous United States, with no minimum order. If a Customer requests expedited shipping, Customer pays the difference between ground and expedited service.</p> <p>2. When Lightspeed Technologies, Inc. includes or quotes installation as part of a bid response, the scope of work is only for the physical installation of products that we manufacture. Lightspeed does not self perform installations and hires local contractors, typically those recommended by the school district, to perform installation of our products. The work may include low-voltage electrical, such as what is required to wire speakers to an amplifier or DC power to one of our devices. Lightspeed is not a licensed electrical contractor and as such, installation of electrical power outlets or hardwiring of systems to building mains is not included in our scope of work.</p>
83 Agreement Deviation/Compliance	Does the vendor agree with the language in the Vendor Agreement?	No
84 Agreement Exceptions/Deviations Explanation	<p>If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.</p>	<p>1. Free shipping within the contiguous United States, with no minimum order. If a Customer requests expedited shipping, Customer pays the difference between ground and expedited service.</p> <p>2. When Lightspeed Technologies, Inc. includes or quotes installation as part of a bid response, the scope of work is only for the physical installation of products that we manufacture. Lightspeed does not self perform installations and hires local contractors, typically those recommended by the school district, to perform installation of our products. The work may include low-voltage electrical, such as what is required to wire speakers to an amplifier or DC power to one of our devices. Lightspeed is not a licensed electrical contractor and as such, installation of electrical power outlets or hardwiring of systems to building mains is not included in our scope of work.</p>

85 Texas Business and Commerce Code § 272
Requirements as of 9-1-2017

SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES. (No Response Required)

Line Items

Response Total: \$0.00

Resellers - Dealers**Optional - For proposers with resellers**

This resellers document is for proposers to list any other companies that resell their products.

Only list resellers of your products that are located in the US or Canada.

Example: If a furniture manufacturer were responding to our RFP, then the furniture manufacturer would list on the resellers list sheet the furniture dealers that carry their products.

Reseller/Dealer Name	Address	City	State	Zip	Contact Name	Contact Email	Contact Phone	Contact Fax	Company Website
Synergetics	501 Hwy 12 West, Suite 100	Starkville	MS	39759	Kat Eddy, Senior Manager	keddy@synergeticsdcs.com	662.461.0109	662.461.0172	www.syndcs.com

Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

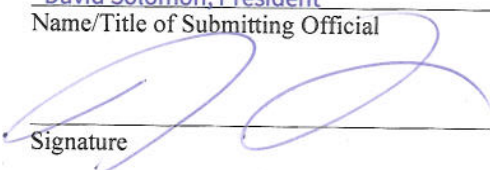
Lightspeed Technologies, Inc.

11509 SW Herman Road, Tualatin, OR 97062

Name/Address of Organization

David Solomon, President

Name/Title of Submitting Official


Signature

10/24/17
Date

FELONY CONVICTION NOTICE

FOR RESPONSE TO TIPS SOLICITATION

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

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

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

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

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

Official: Lightspeed Technologies, David Solomon, President
Print Authorized Company Official's Name

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

Signature of Authorized Company Official: _____

OR

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

Signature of Authorized Company Official:  _____

OR

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

Name of Felon(s): _____

Details of Conviction(s): _____

You may attach another sheet

Signature of Authorized Company Official: _____

CERTIFICATION BY CORPORATE OFFERER

IF OFFERER IS A CORPORATION,

THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF PROPOSAL FORM/PROPOSAL FORM.

OFFERER: Lightspeed Technologies, Inc.
(Name of Corporation)

I, Tom Ogle certify that I am the Secretary of the Corporation
(Name of Corporate Secretary)

named as OFFERER herein above; that

David Solomon
(Name of person who completed proposal document)

who signed the foregoing proposal on behalf of the corporation offerer is the authorized person that is acting as

President
(Title/Position of person signing proposal/offer document within the corporation)

of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

CORPORATE SEAL if available



Thomas Ogle
SIGNATURE

10/25/2017
DATE

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

The Education Service Center Region 8 and TIPS Members 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? (Circle one)

YES or NO X

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

YES or NO Not Applicable

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 Lightspeed Technologies, Inc.

Print name of authorized representative David Solomon, President

Signature of authorized representative 

Date 10/24/17

Texas Government Code 2270 Verification Form

Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will become law codified as Texas Government Code § 2270 and 808 et seq.

The relevant section addressed by this form reads as follows:

Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

I, David Solomon as an authorized representative of

Lightspeed Technologies, Inc., a contractor/vendor
Insert Name of Company

engaged by

ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North
Pittsburg, TX, 75686

verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

AND

our company is not listed on and we do not do business with companies that are on the the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

I swear and affirm that the above is true and correct.


Signature of Named Authorized Company Representative

10/24/17
Date

171001 Audio Visual Equipment, Supplies and Services

**FAILURE TO PROPERLY COMPLETE THIS FORM AND SUBMIT WITH YOUR RESPONSE
MAY RESULT**

**IN A WAIVER OF YOUR RIGHTS UNDER THE LAW TO MAINTAIN CONFIDENTIALITY TREATMENT
OF SUBMITTED MATERIALS.**

**CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT
REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS IS GOVERNED BY TEXAS
GOVERNMENT CODE, CHAPTER 552**

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Tex Gov't Code or other law(s), you **must make a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission.** (You must include the confidential information in the submitted proposal as well, the copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the District receives a Public Information Request.) Education Service Center Region 8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Pricing of solicited product or service may be deemed as public information under Chapter 552 Tex Gov't Code. The Office of Texas Attorney General shall make the final determination whether the information held by Education Service Center Region 8 and TIPS is confidential and exempt from public disclosure.

I **DO NOT** desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials:

Name of company claiming confidential status of material

Printed Name, Title, and Signature of authorized company officer claiming confidential status of material

Address City State ZIP Phone

ATTACHED ARE COPIES OF _____ PAGES OF CONFIDENTIAL MATERIAL FROM OUR PROPOSAL

Express Waiver: I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

Lightspeed Technologies, Inc.

Name of company expressly waiving confidential status of material

David Solomon, President

Printed Name, Title, and Signature of authorized company officer expressly waiving confidential status of material

11509 SW Herman Road Tualatin OR 97062 800.732.8999
Address City State ZIP Phone

WARRANTY & SERVICE GUIDELINES

Lightspeed Technologies product warranties and service repairs have continually set the industry standard. Lightspeed's top priority is ensuring optimal system operation, resulting in minimal downtime for our customers. Our extensive product warranties are standard with every Lightspeed system purchased.

Warranty Information:

Activate and Classroom Audio Systems (Activate Station, Redcat Access, Topcat Access, 955 Access, Access Link, Multimike, Redcat Presenter Kit)

Lightspeed's classroom audio products are under warranty for five (5) years. Components of the five (5) year warranty include:

- Warranty on primary components including: amplifier, charging station, group speakers, and remote is five (5) years.
- Warranty on microphones is five (5) years.
- Warranty on Lightspeed NiMH rechargeable batteries is one (1) year.
- Warranty on lapel and earset microphones is one (1) year.
- Warranty does not extend to finish, appearance items, or malfunctions due to abuse or operation other than specified conditions, nor does it extend to incidental or consequential damages. Repair by other than Lightspeed or its authorized service agencies will void this warranty. Information on authorized service agencies is available from Lightspeed Technologies, Inc.
- Immediate replacement of system or components requiring service will be sent to customer to minimize system downtime (see Warranty Exchange section below).

Installations

Warranty information for workmanship and cabling included in a Lightspeed installation

- Warranty on cabling to be free from defects for one (1) year from date of installation
- Repair or replacement at Lightspeed's option any defective cabling materials provided by Lightspeed
- Warranty on workmanship of installation for one (1) year from date of installation
- Does not cover damages resulting from accident, misuse or abuse or lack of reasonable care of materials
- Does not cover damage resulting from work performed by other companies (i.e. HVAC, Fire Alarm, Sprinkler, etc.)

Warranty Exchange:

Lightspeed has a Warranty Exchange Program in place for all **Activate and Classroom Audio systems** within the warranty period. If customers experience an issue with their system, a Lightspeed Technician will troubleshoot over the phone. If the system or component requires service, a replacement will immediately be sent to the customer to minimize downtime. Customers will receive replacement product(s) within 2-3 business days along with a prepaid return label so malfunctioned equipment can be returned to Lightspeed.

Any replacement equipment will be of the highest quality and remain covered under the original warranty.

Service Guidelines:

Lightspeed systems are directly supported and serviced at our service center and company headquarters in Tualatin, Oregon. Customers always have the option of calling to speak with a service technician to identify and resolve any issues at no additional charge. Lightspeed also offers an on-line service request form customers can complete and a service technician will contact them at the customer's preferred time and convenience.

Regular Warranty items will be evaluated and usually repaired and shipped within 48 hours.

Charges

- A purchase order or credit card number must be received prior to doing "For Charge" service work.
- "For Charge" work will be completed as quickly as possible, usually within 48 hours of receipt of a hard copy of the purchase order or credit card number.
- There is a \$100 per hour fee with a \$50.00 minimum repair charge for non-warranty repairs.

New or additional items purchased through the Service Department will be charged shipping and handling, such as additional batteries or other components not sent in for repair.

Lightspeed also offers an on-line interactive troubleshooting tutorial of our systems at www.lightspeed-tek.com.

RETURN & EXCHANGE POLICY

Any product may be returned within 30 days from invoice date for a full refund of the purchase price. The process for returning for credit is as follows:

- Call Lightspeed for a return authorization (RA) number.
- Upon receipt of number, send in product with RA number written clearly on the outside of the box.
- Exchanging equipment of equal or lesser value would not require an additional purchase order.
- If product is not in “like new” condition, Lightspeed will deduct an appropriate amount, upon Lightspeed’s best judgment regarding damage to the product.
- If outside of the 30 days from purchase date, a customer may return product with a 15% restock fee, if product is in “like new” condition.

DELIVERY LEAD TIMES

Lightspeed is able to deliver products no later than 14 calendar days after receipt of order for quantities of one to ten systems. A lead-time chart for various system quantities is provided below*:

Number of Systems	Domestic Lead Time
1 – 10	14 calendar days
11 – 50	14 to 24 calendar days
51 – 75	20 to 30 calendar days
> 75	By Arrangement with Customer

*The above lead times are standard and whenever possible, Lightspeed ships products sooner than the standard time.

Redcat Access™



The simplest way to bring her natural voice to every student.

Powered by Lightspeed's Access Technology, Redcat Access is a simple-to-use solution right out of the box.

The unique flat-panel design fills the room with amazingly intelligible speech, enabling all students to hear every word.

It works in any classroom configuration: high ceilings, glass walls and open spaces. There's no interference with wi-fi networks or other classroom technology.

Also, it grows with your instructional needs. As a part of a growing ecosystem, it enables all types of student-centered learning, such as small group instruction and project-based learning.

Start with Redcat Access and expand to group learning



Now teachers can instruct the whole class and small groups at the same time

As new instructional methods change the ways students use the classroom, audio systems need the flexibility to interact with the entire class, small groups, individuals, and even students in the hallway. Access Technology allows schools to start with whole group instruction with Redcat Access, then easily add Activate Pods for small group learning.

Specifications

Wireless Communication	1.9 GHz + RF4CE
Power Output	20 W
Total Harmonic Distortion (THD)	<1% @ 10W
DC Power Input	16V/2.0A
Amplifier Frequency Response	120 Hz - 13 kHz
Audio Input (with volume controls)	One 3.5 mm Input
ALD Output (with volume control)	One 3.5 mm Output
Tone Control	Bass and Treble
Warranty	5 Years
Dimensions (W x D x H)	16" x 1.75" x 9.5" (406 mm x 45 mm x 241 mm)
Weight (overall)	2.9 lbs. (1.3kg)
Regulatory/Environmental Compliance	CE, CUL, UL

Redcat Access™

POWERED BY ACCESS TECHNOLOGY



Redcat Access System

ALL-IN-ONE CLASSROOM AUDIO

Flexmike

PENDANT-STYLE WIRELESS MICROPHONE WITH CRADLE CHARGER



Optional Components

Pods and Activate Station with Bluetooth



CONNECT UP TO 12 PODS TO ACTIVATE GROUP LEARNING.

ACTIVATE STATION INCLUDES:

- 4 audio inputs
- 2 audio outputs
- Bluetooth (x2) for streaming and lesson capture
- Use in place of Media Connector

Lithium-ion Battery

OPERATE ANYWHERE FOR UP TO 10 HOURS



Sharemike

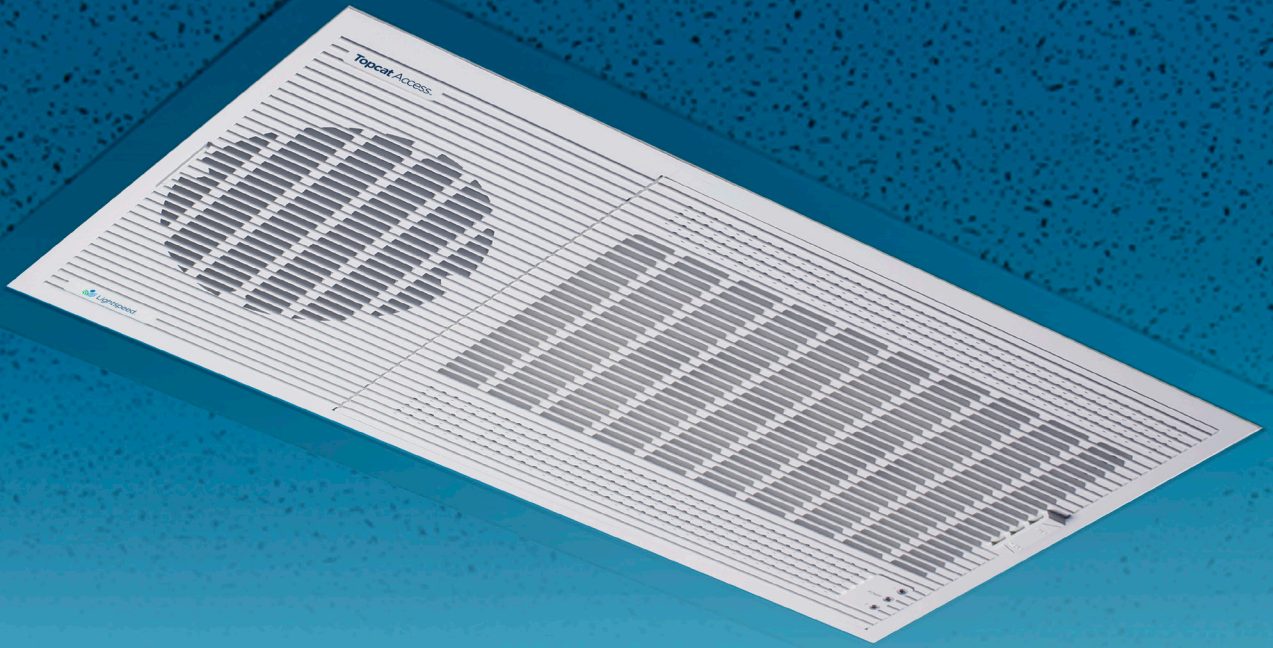
ADD A PASS-AROUND MICROPHONE FOR STUDENT PARTICIPATION



Media Connector

CONNECT LAPTOPS AND OTHER AUDIO SOURCES





Lightspeed



Topcat Access™

Easy-to-install, full-range audio for dynamic, media-rich classrooms

Powered by Lightspeed's proven Access Technology, Topcat is like no other audio system.

The unique hybrid speaker design combines flat-panel technology for intelligible speech and even distribution with a cone speaker to deliver full-range sound for multimedia.

It works well in the evolving classroom. There's no dropout, no interference with wi-fi networks or other classroom technology and provides wireless connectivity for media sources.

Third, it grows with your instructional needs. Topcat is part of an ecosystem that enables all types of student-centered learning, such as small-group instruction and project-based learning.

Start with Topcat Access and expand to group learning



Now teachers can instruct the whole class and small groups at the same time

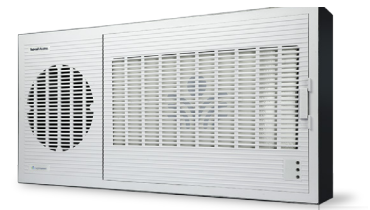
As new instructional methods change the ways students use the classroom, audio systems need the flexibility to interact with the entire class, small groups, individuals, and even students in the hallway. Access Technology allows schools to start with whole group instruction with Topcat Access, then easily add Activate Pods for small group learning.

Specifications

Power Output Level	20W
Acoustic Frequency Response	60 Hz to 18 kHz -10dB
Integrated Hybrid Speaker System	Exciter Technology sound panel and low-frequency cone driver
Wireless Media Connection	Access Technology (1.9 GHz) + RF4CE
Audio Input	3.5mm stereo with volume control
PageFirst Input	2-pin euro-block w/ sensitivity adjust
AC Power Input	100-240V ~ 50/60Hz 1.5A
DC Power Input	24V / 2.5 A
Dimensions (W x D x H)	24" x 12" x 3.7" (595 x 295 x 94mm)
Weight	13.5 lbs (6.1 kg)

Topcat Access™

POWERED BY ACCESS TECHNOLOGY



Topcat Access

Flexmike

PENDANT-STYLE WIRELESS MICROPHONE WITH CRADLE CHARGER



Includes

- Flexmike microphone: lightweight, easy-to-use
- Optional PageFirst emergency override
- Tone control for natural voice output
- Suitable for air handling spaces
- Five-year warranty

Optional Components

Pods and Activate Station with Bluetooth



CONNECT UP TO 12 PODS TO ACTIVATE GROUP LEARNING.

ACTIVATE STATION INCLUDES:

- 4 audio inputs
- 2 audio outputs
- Bluetooth (x2) for streaming and lesson capture
- Use in place of Media Connector

Sharemike

HANDHELD WIRELESS MICROPHONE FOR STUDENT SHARING



Media Connector

CONNECT LAPTOPS AND OTHER AUDIO SOURCES



FRONT



BACK

Specifications

- 3.5mm stereo Audio Inputs (x4)
- 3.5mm stereo Audio Outputs (x2) mixed w/ volume control
- DC Power Input: USB 5V / 1.0 A
- Overall Dimensions: (W x D x H) 8" x 5" x 1.25" (203.2 x 127 x 31.75mm)
- Weight: 9.6 oz. (272.16 g)



955 Access™



The 955 Access is a powerful classroom amplifier. But that's just the beginning.

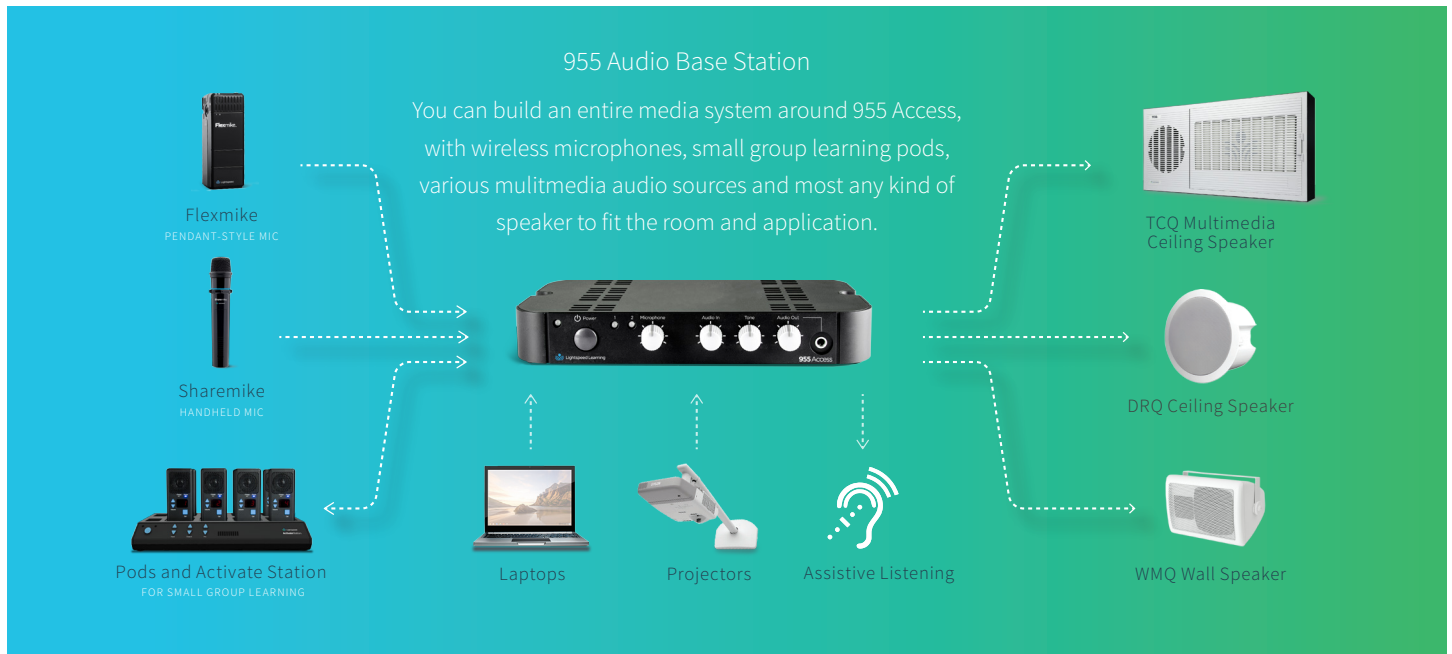
It's also an advanced media control center that can easily integrate all your audio sources and deliver high-quality audio for every student.

It's powered by Access Technology, which means it can seamlessly connect to other Access Technology components. That makes it easy to expand to enable new methods of instruction.

This versatile solution connects to a variety of different speaker options to excel in a variety of different applications - whether it's classrooms, open areas or large spaces - with no audio dropout or interference.



A compact, powerful amplifier and media control center



Built for the demands of today's and tomorrow's active learning spaces.

With 955 Access, schools have more classroom audio options than ever before. All without the limitations that come with infrared technology. With Lightspeed's Access Technology, it's an easy and reliable way to deliver voice and multimedia in large, open rooms, with no audio drop out or interference with other technologies.

The 955 Access works with the entire class, small groups, and even students in the hallway. It easily adapts to group learning by adding an Activator Pod to each student group.

Specifications

Wireless Communication	Access Technology (1.9 GHz + RF4CE)
Wireless Transmission Range	Up to 200 ft. (60m) open field
Power Output	20 watts per channel (40 watts total)
Frequency Response	60 Hz - 7 kHz
Total Harmonic Distortion (THD)	<1% @ 10W
DC Power Input	24V/2.5A
Audio Input (with volume control)	Four 3.5 mm Inputs
Audio Outputs	One 3.5mm Output
Tone Control	Bass / Treble
Dimensions (W x D x H)	7.6" x 5" x 1.13" (193 x 127 x 29mm)
Weight	9.5 oz (269g)

955 Access™

POWERED BY ACCESS TECHNOLOGY



Fleximike

PENDANT-STYLE WIRELESS MICROPHONE WITH CRADLE CHARGER





AccessLink™

Wireless 2-way communication hub



Access Link converts existing classroom audio systems into the latest 2-way collaborative audio for student sharing and small group learning.



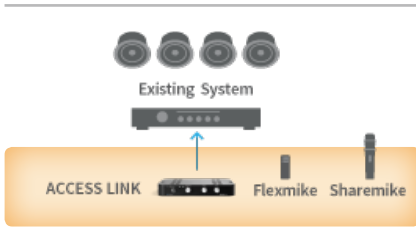
A wireless microphone for the teacher, a wireless audio platform for the future.

Access Link lets you add wireless microphones to virtually any amplifier and speaker system, allowing freedom of motion and ensuring all students hear every spoken word. With equal access to instruction, research has proven students are more attentive and on-task while redirections are dramatically reduced.

Powered by Lightspeed's Access Technology, Access Link works with any classroom configuration, and at longer distances. Just as importantly, it operates on a bandwidth that virtually eliminates interference with other classroom technology.

Add microphones and media to existing audio

ADD MICROPHONES TO YOUR EXISTING SYSTEM

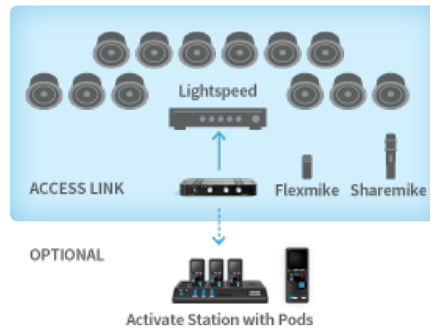


Clearer instruction and more student participation

With Access Link connected to your existing audio amplifier and speakers, the Lightspeed Flexmike microphone projects the teacher's voice through your audio system so every child hears the instruction.

With a second microphone for pass-around use, students take the stage and share with their peers.

COMBINE WITH ANOTHER LIGHTSPEED SYSTEM

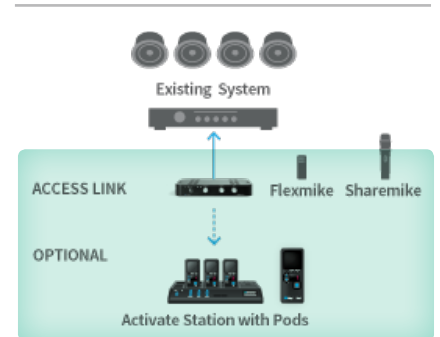


Perfect for large, open and flexible learning spaces

Paired with a Lightspeed Cat 885 system, Access Link brings clear speech to spaces with high ceilings, glass walls, open plans and larger areas.

It delivers clear audio in spaces up to 5,000 square feet – with no dropout, and no interference with your existing networks and equipment.

EASILY EXPAND FOR MEDIA AND SMALL GROUPS



Add 2-way interactive audio and wireless media integration

Access Link provides scalability as instructional methods evolve. For small group learning, it works seamlessly with Activate pods for student monitoring and assessment.

Use the Activate Station with Bluetooth to connect to mobile devices for control and audio streaming.

Specifications

Description	Wireless audio base station
Wireless Communication	Access Technology (1.9 GHz + RF4CE)
Wireless Transmission Range	Up to 200 ft. (60m) open field
Audio Output Level (Nominal)	Line Mode: 316 mV RMS (2V RMS max) Mic Mode: -40 dB of line mode
Frequency Response	120 Hz - 8 kHz
Total Harmonic Distortion (THD)	<1% @ 10W
DC Power Input	5V/250mA micro-B USB connector
Audio Input (with volume control)	One (1) Input (3.5 mm)
Audio Outputs	3.5mm unbalanced; 3-pin euro-block balanced
Lightspeed Amplifier Interface	RJ45 connection: Audio Out + DC Power In
Tone Control	Bass / Treble
Warranty	5 Years
Dimensions (W x D x H)	7.6" x 5" x 1.13" (193 x 127 x 29mm)
Weight	9.5 oz (269g)

Access Link

POWERED BY ACCESS TECHNOLOGY



Flexmike

PENDANT-STYLE WIRELESS MICROPHONE WITH CRADLE CHARGER





Multimike™

No wires. No plugs.
No passwords.
The easiest way to add
microphones anywhere.

Stop the shouting. Simply connect Multimike to your existing audio system, and add up to 12 microphones, with no network interference and no mic cables.

It's perfect for board rooms, meeting rooms, training centers or even auditoriums. Ensure each presenter is clearly heard, and the audience can easily ask questions. Get professional-level performance without the high cost of sophisticated conference room solutions.

Add wireless microphones for multiple presenters to your system.



Clearer instruction and more student participation

Connected to your existing audio amplifier and speakers, the Lightspeed Flexmike microphone projects the teacher's voice through your audio system.

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Perfect for large, open and flexible learning spaces

Paired with a Lightspeed Cat 855 or 885 system, Access Link brings clear speech to spaces with high ceilings, glass walls, open plans and long distances.

The Lightspeed Flexmike microphone projects the teacher's voice through your audio system.

Specifications

Wireless Communication	Access Technology (1.9 GHz + RF4CE)
Audio Output Level (Nominal)	Line Mode: 316 mV RMS (2V RMS max) Mic Mode: -40 dB of line mode
Frequency Response	120 Hz - 8 kHz
Total Harmonic Distortion (THD)	<1% @ 10W
DC Power Input	5V/250mA micro-B USB connector
Audio Input (with volume control)	One (1) Input (3.5 mm)
Audio Outputs	3.5mm unbalanced; 3-pin euro-block balanced
Lightspeed Amplifier Interface	RJ45 connection: Audio Out + DC Power In
Tone Control	Bass / Treble
Warranty	5 Years
Dimensions (W x D x H)	7.6" x 5" x 1.13" (193 x 127 x 29mm)
Weight	9.5 oz (269g)

Multimike™

POWERED BY ACCESS TECHNOLOGY



FRONT



BACK

Flexmike

PENDANT-STYLE WIRELESS MICROPHONE



Sharemike

HANDHELD WIRELESS MICROPHONE



Accessories

Microphone Table Stand

PENDANT-STYLE WIRELESS MICROPHONE



Earset Microphone

PENDANT-STYLE WIRELESS MICROPHONE



Lapel Microphone

PENDANT-STYLE WIRELESS MICROPHONE



Media Connector

PENDANT-STYLE WIRELESS MICROPHONE



Activate System



Listening for insights to activate learning

Engage the whole class. All students must have equal access to the teacher's direct instruction so they can hear, understand and gain insight that leads to higher learning.

Activate group learning. Teachers must be able to listen to student discussions in today's active classrooms. With real-time feedback into the learning process, teachers gain insights needed to activate learning.

Collaborate and share ideas. Teachers need to review their own instruction along with critical student learning moments for self-reflection and collaboration with peers and coaches. Insights shared among educators elevate everyone's skills.

Activate System

Instructional audio and video that reveal insights to learning

A full instructional audio and video platform that includes whole-room audio with a teacher microphone, 2-way audio pods for small groups and a mobile app for control and audio/video capture to reflect and collaborate.



Engage the whole class



Redcat Access



Topcat Access



955 Access

Whole-class audio systems improve speech intelligibility and provide even distribution of sound so students hear, understand and gain insights into the instruction.



Activate group learning



Activate Pods

2-way audio pods enable the teacher to listen to student groups



Activate Station

Charges and connects to mobile devices via Bluetooth for control and audio streaming



Activate App

Control, connect and capture student groups and the whole class



Collaborate and share ideas

Capture and share audio and video

The Activate App also records video synched with high-quality audio of the teacher microphones and student pods. Teachers can capture critical teaching and learning moments to:

- Reflect on their own instruction
- Record evidence of high-quality student learning
- Share with others for feedback and coaching
- Exchange teaching ideas with peers



What is an activated learning environment?

As new instructional methods change the ways students use the classroom, audio systems need the flexibility to interact with the entire class, small groups, individuals, and even students in the hallway.

Access Technology allows schools to start with whole group instruction with a classroom audio system, then easily add Activate Pods for small group learning.



Key Activate System Features

- Classroom audio for whole room instruction
- Connect up to 12 pods for small groups
- 2-way audio between teachers and students
- 2 Bluetooth channels for team-teaching
- Wireless audio integration
- Video and audio recording of teacher microphone and student pods
- In-app photo capture
- Access technology + Bluetooth interface
- Whisper coaching for live observations





Flexmike™

Flexmike is designed for the teacher: easy to operate and comfortable to wear. Volume controls allow the teacher to quickly and conveniently make adjustments to the microphone volume as needed.

Product Specifications

Description	Pendant-style audio transceiver
Earbud lanyard	Magnetic clasp with integrated earbud
Wireless communication	Access Technology (1.9 GHz)
Audio distortion	<1%
Integrated microphone	Uni-directional electret
Earbud output	3.5mm
Audio input	3.5mm
Volume control	+/- 6 dB
Battery power	2.4V NiMH battery pack
Battery life	8 hours (fully charged)
Charging	2 contacts for cradle charging
USB connection	Type Micro-B for charging and audio
Power	On/Off/Mute switch
Device Registration	Push button for registration with Access Audio System
Dimensions (L x W x H)	2.9" x 1.1" x 1.0" (74 x 28 x 25mm)
Weight	1.8 oz (51 g)



Sharemike™

Sharemike is designed for student pass-around use so that all students can clearly be heard in the classroom.

Description	Handheld audio transceiver
Wireless communication	Access Technology (1.9 GHz)
Audio distortion	<1%
Integrated microphone	Uni-directional electret
Audio input	3.5mm
Battery power	2 AA NiMH battery pack
Battery life	8 hours (fully charged)
Charging	5V charging jack
Power	On/Off/Mute button
Device Registration	Push button for registration with Access Audio System
Dimensions (L x W x H)	1.3" x 1.3" x 8.25" (33 x 33 x 210mm)
Weight	7.36 oz (208.7 g)



Media Connector

Wirelessly integrate all classroom multimedia audio sources with ease. Computers, DVD players, MP3 players, etc. can be connected to the compact device which transmits the signal to an Access Technology audio system.

Description	Wireless audio transceiver
USB Power	5V mini-B USB connector
Wireless communication	Access Technology (1.9 GHz)
Tone control	1 bass/treble control
Audio input	3.5mm stereo (x4) w/ master volume
Audio output	3.5mm stereo (X2) mixed w/ volume control
Audio Link indicator	1 LED on front panel
Registration indicator	1 LED on back panel
Device Registration	Push button for Redcat Access
Dimensions (W x H x D)	7.6" x 5" x 1.13" / 193.04 mm x 127mm x 28.7mm
Weight	9.6 oz. (272.16g)

Classroom Audio Evaluation Program

Lightspeed Technologies offers a no obligation evaluation program that provides the opportunity to try a classroom audio system.

A typical school evaluation works like this:

1. We provide a classroom audio system upon request.
2. The system is used in a classroom for 45 calendar days.
3. At the end of 45 days, the equipment is purchased or returned at Lightspeed's expense.

The end result is that a teacher experiences classroom audio and the school evaluates the system's effectiveness, with no obligation to purchase.

For your free 45-day evaluation call Lightspeed Technologies at 800.732.8999

Free Teacher/User Training Programs

Objectives - Teachers will be able to:

- Understand the primary benefits of audio systems
 - Identify and operate all the controls and indicators on the transmitters and amplifier
 - Adjust the volume for the microphones and other audio devices (computer, TV, DVD, tablet, etc.) connected to the amplifier
 - Understand proper transmitter charging procedures
 - Connect a personal FM system to the amplifier, if needed
 - Identify and correct common types of operational problems (first level problem solving)
-

Initial On-Site Training Method:

A Lightspeed Territory Manager will perform initial user training. The training will include a video on the research and benefits of the audio system and its operation, simple troubleshooting guidelines, and incorporating the audio into teaching styles.

Training Method for New Users (after initial teacher training):

The training will include system operation, simple troubleshooting guidelines, incorporating the audio system into teaching styles and a video on the research and benefits of audio systems. Easy-to-follow user guides are also included on our website for use at any time. Please visit www.lightspeed-tek.com for more information.

Campus Coordinator Program

Lightspeed Technologies is pleased to offer the Campus Coordinator Program to qualified schools around the country. Assuring that Lightspeed Access Audio systems are performing at optimal levels and that teachers are adequately trained is essential to acquiring the many benefits this technology provides.

Key elements of the Campus Coordinator Program include:

- Assist schools in maintaining their Access audio systems and to ensure all teachers are trained in the operation of the equipment
- No cost to the school
- Ensure that the equipment is always operational
- Onsite troubleshooting will reduce equipment being sent to the Lightspeed Authorized Service Center
- Qualified Campus Coordinator will receive a free replacement parts kit

Campus Coordinator will be available to perform:

- Minor troubleshooting
- Assist new and substitute teachers on the daily operation of the system
- Have information on proper care of systems during long holiday or summer breaks
- Obtain return authorizations from the Lightspeed Authorized Service Center

Campus Coordinator kits must be requested within one year of purchase of classroom audio equipment.

Replacement parts for kits may be purchased through the Lightspeed webstore at www.lightspeed-tek.com

How to qualify for the Campus Coordinator Program:

1. A minimum of 10 Lightspeed Access systems installed in your school
2. One person from the school personnel is assigned as the Campus Coordinator
3. Coordinator must be willing to perform basic troubleshooting and be the go-to person for the Lightspeed audio system

Trade-in & Recycle Program

Lightspeed makes it easy for you to upgrade your classroom audio equipment...and support the environment! Trade in your old classroom audio equipment and receive a credit toward the purchase of a new classroom system. Receive \$100 credit if you are trading in a classroom audio system toward the purchase of an Activate, Redcat Access, Topcat Access, 955 Access, Access Link, or Multimike system.

Here's how the program works:

- Step 1* Choose, configure, and submit your order for your new Lightspeed classroom audio system.
- Step 2* Contact Lightspeed to request your pre-paid return label and RA number for the return of your old system.
- Step 3* Pack and ship your old audio system using a prepaid return shipping label provided by Lightspeed.
- Step 4* Lightspeed will ship your new audio system and deduct the appropriate amount from your invoice.

Frequently Asked Questions:

What audio systems are eligible for the Trade-in & Recycle Program?

Lightspeed accepts like configurations of all manufacturer's brands of classroom audio systems for trade-in. Like configurations of classroom audio systems, including speakers, amplifier, and microphones, can be traded-in for comparable systems. Any classroom audio system that includes speakers, amplifier and microphones can be traded-in for an Activate system.

When do I return my old equipment?

Once you place your order, Lightspeed will send you a prepaid shipping label. You will need to ship your old equipment back within 30 days of receipt.

When do I receive my credit?

Lightspeed will credit your invoice upon receipt of your old audio equipment. Should we not receive your equipment by the invoice due date, your invoice will reflect the standard educational discount price.

Where will my equipment be recycled?

Your old audio equipment will be processed and recycled through our full-service electronics recycling partner.

Who do I contact for more information?

For more information on Lightspeed's Trade-in & Recycle Program, please visit www.lightspeed-tek.com/support/programs/trade-in-recycle-program/ or call 800.732.8999.

Terms & Conditions: Program credit is applicable to Lightspeed discounted used equipment, contracted pricing, and quantity discounts. Additional accessories may be purchased at the standard educational discount price. Warranty is voided on all traded-in Lightspeed equipment. Traded-in systems will be recycled as received. Lightspeed reserves the right to amend terms and conditions of the Trade-in and Recycle Program.