

VENDOR CONTRACT

Between _____ and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

Email Archive Systems W/Backup And Disaster Recovery

CONTRACT NUMBER 1022516

General Information

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

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

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

Definitions

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

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

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

Terms and Conditions

Freight

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

Warranty Conditions

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

Customer Support

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

Contracts

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

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

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

Tax exempt status

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

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

Assignments of contracts

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

Disclosures

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

Renewal of Contracts

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

Shipments

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

Invoices

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

Payments

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

Pricing

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

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

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

Participation Fees

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

Indemnity

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

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

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

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

Multiple Vendor Awards

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

State of Texas Franchise Tax

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

Miscellaneous

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

Purchase Order Pricing/Product Deviation

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

Cancellation for non-performance or contract deficiency

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

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

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

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

TIPS Member Purchasing Procedures

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

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

Form of Contract

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

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

Licenses

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

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

Novation

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

Site Requirements (when applicable to service or job)

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

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

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

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

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

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

Smoking

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

Invoices

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

Marketing

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

Supplemental agreements

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

Legal obligations

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

Audit rights

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

Force Majeure

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

Services

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

Scope of Services

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

Project Delivery Order Procedures

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

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

Scheduling of Projects

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

Support Requirements

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

Special Terms and Conditions

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

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

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

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

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

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The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

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

Supplier Information

Company Lightspeed Systems
 Address 1800
 19th Street
 Bakersfield, CA 93301

Contact
 Department
 Building
 Floor/Room
 Telephone 1 (661) 7167600
 Fax
 Email
 Submitted 1/15/2016 11:08:17 AM CT
 Total \$0.00

Signature Gregory Funk

Email gfunk@lightspeedsystems.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Highly Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB? Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	
5	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	As a market leader in web filtering with more than 15 years of experience and 5,000 school districts worldwide using our solutions, Lightspeed Systems has the expertise to provide your software solution. Lightspeed Systems is only focused on schools. This means that the products have the features schools need at a price schools can afford. It also means that you can count on Lightspeed to understand school technology, your challenges, and your needs – and to work with you to provide the best solution along with the best service.
6	Primary Contact Name	Primary Contact Name	Scott Meeks
7	Primary Contact Title	Primary Contact Title	Regional Sales Manager
8	Primary Contact Email	Primary Contact Email	smeeks@lightspeedsystems.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	6613772707
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	6617168600
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	6613043882
12	Secondary Contact Name	Secondary Contact Name	David Sullivan
13	Secondary Contact Title	Secondary Contact Title	Director of Sales
14	Secondary Contact Email	Secondary Contact Email	dsullivan@lightspeedsystems.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	6613772740
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	6617168600
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	6613322886
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Denise Wright
19	Admin Fee Contact Email	Admin Fee Contact Email	accounting@lightspeedsystems.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	6617167600

21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Cynthia Massey
22	Purchase Order Contact Email	Purchase Order Contact Email	orders@lightspeedsystems.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	6617167600
24	Company Website	Company Website (Format - www.company.com)	www.lightspeedsystems.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	46-2888722
26	Primary Address	Primary Address	106 East Sixth Street, Suite 500
27	Primary Address City	Primary Address City	Austin
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	TX
29	Primary Address Zip	Primary Address Zip	78701
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.)	software, web filter, content filter, safety, Lightspeed Systems, MDM, Mobile Manager, mobile device management, mobile device, mobile filter, classroom manager, classroom management, Classroom Orchestrator, email manager, email management, email archive, email archiving, spam, reporting, Teacher Dashboard, CIPA, bandwidth management, Campus Library
31	Yes - No	Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction) (If YES, vendor should download the Federal Regulations for Contracts document from the Attachments section, fill out the form and submit the document in the "Response Attachments" FEDERAL FUNDS section.) (Vendor must also download the Suspension or Debarment Certificate document from the Attachments section, fill out the form and submit the document in the "Response Attachments" SUSPENSION OR DEBARMENT section.)	Yes
32	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	Yes
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Austin
34	Company Residence (State)	Vendor's principal place of business is in the state of?	Texas
35	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37)	(No Response Required)
36	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
37	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony? If answer is YES, a detailed explanation of the name(s) and conviction(s) must be uploaded to the "Response Attachments" FELONY CONVICTION section.	No
38	Pricing Information:	Pricing information section. (Questions 39 - 42)	(No Response Required)

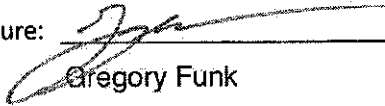
39	Yes - No	In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. If answer is NO, include a statement detailing how pricing for TIPS participants would be calculated in the PRICING document that is uploaded to the "Response Attachments" PRICING section.	Yes
40	Yes - No	Pricing submitted includes the TIPS administration fee?	Yes
41	Yes - No	Vendor agrees to remit to TIPS the required administration fee?	Yes
42	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	Yes
43	Start Time	Average start time after receipt of customer order is ____ working days?	1
44	Years Experience	Company years experience in this category?	16
45	Resellers:	Does the vendor have resellers that it will name under this contract? (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	No
46	Prices are guaranteed for?	(__Month(s), __ Year(s), or Term of Contract) (Standard term is "Term of Contract")	The Term of Contract shall be 12 months

Line Items		
Response Total:		\$0.00

CONTRACT Signature Form

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

Company Name: Lightspeed Systems Sales, Inc.
Mailing Address: 106 East Sixth Street, Suite 500
City: Austin
State: TX
Zip: 78701
Telephone Number: (661) 716-7600
Fax Number: (661) 716-8600
Email Address: gfunk@lightspeedsystems.com

Authorized Signature: 
Printed Name: Gregory Funk
Position: VP, Finance

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

Blende McNatt 2/25/16
TIPS Authorized Signature Date

David Wayne Fitts 2/25/16
Approved by Region VIII ESC Date

References

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

Organization	City	State	Contact Name	Contact Phone
Kenosha Unified School District	Kenosha	WI	Jim Hanaran, Operations & Applications Support Coordinator	(262) 359-6347
Wagoner Public Schools	Wagoner	OK	John Aldridge, Technology Director	(918) 521-2391
Northern Humboldt Union High School	McKinleyville	CA	Todd Curry, Technology/Computer Coordinator	(707) 839-6482



Service Level Agreement

Services

Lightspeed Systems provides hosted services including mobile device management, e-mail, filtering and a collaborative learning platform for K-12 schools.

Availability and Back-up

Lightspeed Systems services are available at least 99.5% of the time. The servers are continuously monitored for performance and availability.

The system has several layers of backups in place. We utilize several data protection strategies including ongoing backups and fully redundant replicas of master databases spread out across several data centers in multiple locations. Lightspeed Systems is self-certified with Safe Harbor (<http://export.gov/safeharbor>) for data protection and privacy.

Lightspeed Systems software has been architected to protect against single points of failure. Application stacks are distributed across multiple physical locations including Amazon cloud services. These are geographically separated and use multiple Internet providers. We utilize geographically distributed dynamic DNS with very short TTLs to route users to the closest application stack. If a stack stops responding it is automatically pulled from the DNS distribution and users are rerouted.

Updates

Updates are typically performed during non-peak hours and new features are normally released on Friday nights. Users are advised of coming changes beforehand and given information for using new features via e-mail, announcements and other documentation.

Uptime

Average monthly uptime (2014): 99.97%

Average monthly uptime (2013): 99.7%

Hosted Service Uptime Statistics

January 2014: 100%

February 2014: 99.98%

March 2014: 99.93%

April 2014: 99.90%

May 2014: 100%
June 2014: 100%
July 2014: 99.86%
August 2014: 99.88%
September 2014: 99.98%
October 2014: 100%
November 2014: 99.98%
December 2014: 100%
January 2015: 100%
February 2015: 100%
March 2015: 100%
April 2015: 100%
May 2015: 100%

Support Hours & Contacts

Technical Support is available 24/7/365 as follows;

Live Support

Live Support: Sunday 1:00 pm – Friday 5:00 pm Pacific Time

On Call Support: Friday 5:00 pm – Sunday 1:00 pm Pacific Time

Support contacts and resources are as follows:

Community Site: <http://community.lightspeedsystems.com>

Email: support@lightspeedsystems.com

1.800.444.9267 for regular support hours

Emergency off-hours support is available by calling (800) 444-9267 and select emergency support. If a technician does not answer, leave organization name, phone number, contact info, as well as a problem description. A technician will return the call within 60 minutes.

Worldwide Support

Americas: 1.800.444.9267

EMEIA: 01277 240 640

APAC: 1300 25 99 88

Warranty

All software updates and upgrades are provided at no additional cost. The Rocket appliance includes a three-year advance replacement warranty in the unlikely event of hardware malfunction.

CIPA Compliance

Keeping Kids Safe on the Web

Information Paper
March 2014

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Introduction

The Children's Internet Protection Act (CIPA) is a federal law passed by Congress in 2000, and updated and clarified since, to help ensure the safety of children accessing the Internet over school and library computers. The act requires schools and libraries to use filtering to block dangerous or offensive material from minor users.

Any organizations that receive funding through E-Rate or the Universal Service Fund must certify that they are meeting the requirements of CIPA.

What CIPA Requires

Any organization included under the CIPA guidelines must meet the following four criteria: A Technology Protection Measure, An Internet Safety Policy, an education program, and a policy to monitor the online activities of minors.ⁱ

Utilize a Technology Protection Measure.

A Technology Protection Measure is defined as: "a specific technology that blocks or filters Internet access to visual depictions that are— (A) obscene (B) child pornography; or (C) harmful to minors." ⁱⁱ

The term "harmful to minors" is further defined as:

"Any picture, image, graphic image file, or other visual depiction that— (A) taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; (B) depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and (C) taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors." ⁱⁱⁱ

Filtering is required on all computers, whether used by adults or minors. However, the filtering may be disabled for adult users when requested.

Create and enforce an Internet Safety Policy.

This required policy must address:

- Access by minors to inappropriate matter on the Internet
- The safety and security of minors when using electronic mail, chat rooms, and other forms of direct electronic communications
- Unauthorized access, including so-called "hacking," and other unlawful activities by minors online
- Unauthorized disclosure, use, and dissemination of personal information regarding minors
- Restricting minors' access to materials harmful to them ^{iv}

Monitor online activities of minors

Schools must also adopt and enforce a policy to monitor the online activities of minors.

Education program

Schools and libraries must also certify that minors are being educated about appropriate online behavior. This should include information about cyberbullying, the sharing of personal information, and online communication.

An update to CIPA in 2011 requires that schools change their Internet Safety Policy to include teaching about online behavior and social networking.

The rule is:

"Internet safety policy must provide for the education of minors about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyberbullying awareness and response."

Changes must be in place July 1, 2012.

10 Facts about CIPA and Web Filtering

Blocking inappropriate content doesn't have to block learning

The Children's Internet Protection Act (CIPA) is a federal law passed by Congress in 2000, and updated and clarified since, to help ensure the safety of children accessing the Internet over school and library computers. Any organizations that receive funding through E-Rate or the Universal Service Fund must certify that they are meeting the requirements of CIPA.

1. CIPA requires a web filter for schools that receive E-Rate funding.
2. CIPA requires that schools block visual depictions that are pornographic, obscene, or harmful to minors.
3. CIPA requires a policy for educating users, including educating minors about appropriate online behavior and interacting with other individuals on social networking sites; a policy for Internet Safety; and monitoring the activity of minors.
4. CIPA requires filtering on school-owned devices (even mobile devices); clarification on requirements for student-owned devices used on campuses is forthcoming from the FCC.

5. Allowing YouTube videos is not a violation of CIPA.
6. Allowing social networking is not a violation of CIPA.
7. Schools won't lose E-Rate funding for adjusting filtering policies to unblock appropriate sites.
8. While teacher computers need to have a web filter installed, teachers and other adults don't need to be filtered (i.e., the ability for adults to override the filter is not a CIPA violation).
9. Schools have the authority to make local decisions about filtering policies.
10. Even the FCC recognizes the necessity and benefits of teaching students to be responsible digital citizens.

Straight from the DOE: <http://mindshift.kqed.org/2011/04/straight-from-the-doe-facts-about-blocking-sites-in-schools/>

FCC Report: http://transition.fcc.gov/Daily_Releases/Daily_Business/2011/db0819/FCC-11-125A1.pdf

Content Filtering with the Lightspeed Systems Web Filter

Content filtering is a primary feature of CIPA, as well as most school Acceptable Use Policies outlining web browsing behavior. Content filtering allows schools to block content that is dangerous or inappropriate for minors.

The Lightspeed Systems Web Filter ensures that users' web browsing is in line with CIPA mandates as well as Acceptable Use Policies—while they are on the network or when utilizing school computers off the network. Our education-specific database is comprehensive and accurate, ensuring that inappropriate sites are no longer a click away, but that valuable content remains available to users.

The Web Filter detects and/or blocks access to inappropriate material on the Internet based on our extensive, education-specific URL database with more than one billion entries, as well as your own custom allow and block lists. Our content filter groups sites into about 120 school-specific categories based on subject matter and age-appropriateness, providing easy review and administration.

Students bypassing a school's Internet filter is a great concern, for maintaining student safety as well as CIPA compliance. As proxy technology becomes more complex in attempts to anonymously tunnel users through content filters, Lightspeed Systems continues to develop new proxy-blocking methods. By blocking secure, unsecure, and anonymous proxies, you can ensure that Acceptable Use Policies are enforced and CIPA compliance is maintained.

Secure – Block users using HTTPS sites to bypass your content filter. When using the HTTPS protocol, it encrypts the data that the person is trying to access, making

it difficult for other filters to block those types of sites. With the Lightspeed Web Filter, you can end this battle by blocking secure proxies.

Unsecure and Anonymous – Block users accessing HTTP sites which, though not encrypted in any way, may be inappropriate. With the Lightspeed Web Filter, you can block unknown URLs, domains and IP addresses of known proxies, unknown URLs that match proxy patterns, and all proxied requests.

The flexible configuration and customization of the Lightspeed Web Filter allow you to accommodate different groups of users as well as your own specific policies while ensuring compliance and safety. This ensures that neither over-blocking nor under-blocking hinder the usefulness of your network for education, while keeping browsing behavior in line with Acceptable Use Policies and CIPA mandates.

While we have a room full of servers scouring the Web for inappropriate sites, we also have a team of dedicated live people who ensure accuracy, review questionable sites, and promptly respond to customers with questions or requests regarding our categorization and blocking of specific web sites.

CIPA Compliance with the Lightspeed Systems Web Filter

The Lightspeed Systems Web Filter provides the necessary support for compliance with the specifications detailed in CIPA with comprehensive web filtering controls and user activity reporting.

CIPA Requirement	Web Filter Feature
Specific technology that blocks or filters Internet access to visual depictions that are obscene, child pornography or harmful to minors.	<p>Comprehensive and accurate education-friendly URL database with more than one billion entries, allowing you to:</p> <ul style="list-style-type: none"> Block web sites categorized as containing adult and pornographic subject matter Block web sites categorized as promoting the use illicit or illegal drugs Block web sites categorized as promoting violence, hate, weapons, alcohol, and gambling. Block web sites categorized as containing unmoderated forums, instant messaging services, web mail services, chat and dating services, as well as personal and social networking services. Block web sites promoting and/or supporting illicit and illegal network intrusion and infiltration Block web search queries that use blocked content category keywords Enforce 'Safe Search' search engine options Block the display of blocked category web site images Block access to unknown/uncategorized web sites <p>Multiple layers of secure, unsecure, and anonymous proxy detection and blocking to keep users from bypassing your filter and accessing blocked sites</p> <p>Daily signature updates, and immediate emergency updates, directly from Lightspeed Systems</p>

Filtering on all school computers.	Guide Mobile Filter provides filtering protection for mobile users utilizing school computers outside the network—without a VPN, from any location with any type of Internet connection
Ability to turn off filtering for adult use.	Access differentiation by user, IP, group, organizational unit, domain
Monitor online activities of minors.	Comprehensive reporting on user behavior, from a high-level overview to detailed reports on individual user activity, including: <ul style="list-style-type: none"> • Internet traffic activity by content category • URLs visited • Blocked Internet requests by content category • All search engine queries • Blocked search engine queries • Suspicious queries • Unknown/uncategorized URLs • Overrides (active and history)
Teach students about appropriate online behavior	My Big Campus provides a safe, social learning environment, as well as lessons and resources about digital citizenship, netiquette, and online safety.

Balancing Safety and Education

A 2003 study by the Department of Commerce and National Telecommunications and Information Administration investigated how well available Technology Protection Measures met the needs of schools. In their study, they identify several needs of educational institutions beyond simply blocking inappropriate content. Among those are:

Balancing the importance of allowing children to use the Internet with the importance of protecting children from inappropriate material

Accessing online educational materials with a minimum level of relevant content being blocked^v

Lightspeed Systems recognizes this need to balance safety and education, and the importance of not over-blocking valuable content. To this end, we offer innovative features to make Web 2.0 content safe and compliant; the ability to create custom allow and block lists; and the ability to customize filtering profiles for different users, different ages, special projects, and more.

My Big Campus, a social learning management system (LMS), provides a safe, monitored environment for students and teachers to collaborate, communicate, and learn.

CIPA Compliance in the Age of Mobility

CIPA requires filtering for school-owned mobile devices on campus. The FCC has stated that they will clarify requirements for school-owned devices off campus and student-owned devices on campus. Even aside from CIPA requirements, though, content filtering on mobile devices provides security and peace of mind to districts—and Lightspeed Systems solutions can help.

Our Web Filter offers cross-platform filtering on mobile devices to extend the safety to mobile users, with on- and off-network filtering and policy enforcement available for iOS, Android, Win 8 and other handheld devices; as well as MacBooks, laptops, and netbooks.

And our Mobile Manager MDM solution provides the ability to block explicit content in the iBook store and iTunes store; as well as set a maximum rating for downloaded shows and movies.

Lightspeed Systems is committed to helping schools create safe, collaborative, mobile learning environments through our solutions. Finding a balance between learning and safety is integral to this mission, and we will continue to develop solutions to help ensure that the safety of your students and security of your network don't limit the educational potential of the Internet, and that the power of the Internet doesn't compromise the safety of your students or the functions of your network.

Conclusion

The Internet offers valuable benefits—but is also full of content that can be harmful to minors. To comply with CIPA regulations and Acceptable Use Policies, you have to ensure that students are protected from potentially dangerous and inappropriate content. The Lightspeed Web Filter provides comprehensive, customizable filtering as well as innovative features for collaboration and mobility to ensure web browsing and searching are safe and appropriate so you can meet CIPA compliance.

For More Information

E-Rate: http://www.e-ratecentral.com/CIPA/Childrens_Internet_Protection_Act.pdf

FCC: <http://www.fcc.gov/cgb/consumerfacts/cipa.html>

CIPA FAQ: <http://www.sl.universalservice.org/reference/cipafaq.asp>

FCC Consumer Factsheet: <http://www.fcc.gov/cgb/consumerfacts/cipa.pdf>

About Lightspeed Systems

Lightspeed Systems solutions transform learning by safely and easily connecting people, resources and technology. Since 1999 we've partnered with thousands of school districts to protect and engage millions of students. www.lightspeedsystems.com

ⁱ http://www.e-ratecentral.com/CIPA/Childrens_Internet_Protection_Act.pdf

ⁱⁱ http://www.e-ratecentral.com/CIPA/Childrens_Internet_Protection_Act.pdf

ⁱⁱⁱ http://www.e-ratecentral.com/CIPA/Childrens_Internet_Protection_Act.pdf

^{iv} <http://www.fcc.gov/cgb/consumerfacts/cipa.html>

^v http://www.ntia.doc.gov/ntiahome/ntiageneral/cipa2003/cipareport_08142003.html



Rocket Appliance Warranty

Lightspeed Systems Rocket appliances come with a three-year Advanced Replacement Warranty. The Lightspeed Systems Advanced Server Replacement policy ensures that you receive the highest-quality product without hassle of unnecessary downtime in the event of an equipment failure.

Advanced Server Replacement

Priority Service Advance Server Replacement delivery*

Telephone support during regular business hours with priority queue status

24x7x365 emergency telephone technical support

Lightspeed Systems Advanced Server Replacement provides that failed parts will be replaced at no charge to purchaser prior to those parts being returned to Lightspeed Systems.**

Any replacement parts will be the same or a later version, which perform substantially the same function(s) as the ones being replaced.

The Advanced Server Replacement Program eliminates the delays of depot repair or replacement in the case of an equipment failure. Once the request is processed, Lightspeed Systems will ship a replacement server or Field Replaceable Unit (FRU) to you via priority freight at the time the Return Material Authorization (RMA) is issued.

Replaced parts not returned to Lightspeed Systems within 15 business days will be invoiced to the customer.

*Lightspeed Systems will ship replacement servers on the next business day via Priority Service. International orders may be delayed due to customs.

** International orders may incur duty and taxes depending on destination.

Post-Warranty

We regularly refresh our hardware solutions to ensure that we are taking advantage of the latest technology and meeting the changing needs of school districts. Our Rocket appliances come with a three-year advance replacement warranty. After three years, the Rocket is no longer under warranty.

At that point, you can purchase a new Rocket appliance and get all the benefits of the latest version of our hardware solution along with a new three-year warranty. If you decide not to purchase a new Rocket and continue using your appliance after the warranty expires, you will still have support for your solution but you will not have a warranty in the event of hardware failures.

To discuss which Rocket best meets your needs and pricing options, please contact your Regional Sales Manager or email sales@lightspeedsystems.com.

Email Manager

Block spam and archive communication

Email is an essential communication tool — as long as you block dangerous and time-draining spam and meet archiving regulations. Our Email Management solution allows you to maintain efficiency, security and compliance — easily and efficiently — with spam filtering and email archiving.

What could you do with the Lightspeed Systems Email Manager?

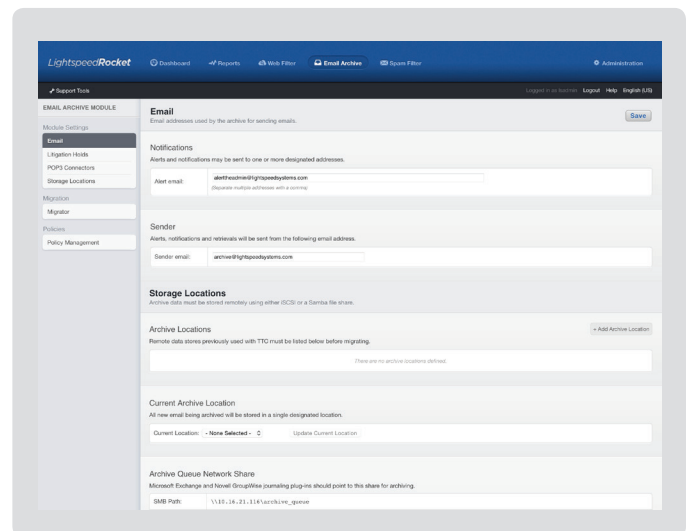
- Increase productivity by blocking time-consuming spam
- Secure your network by blocking virus- and malware-laden messages
- Reduce exposure to harmful or inappropriate content
- Enforce acceptable use policies for email communication
- Meet federal requirements for archiving and retrieval
- Push spam management to end-users

Spam Filtering Features:

- More than 14 proven lines of defense for blocking spam
- Allow and block lists, both global and local
- Challenge emails to verify unknown email addresses
- Adult subject-line scanning and filtering
- Bayesian statistical analysis to evaluate message content
- Review of unknown mail servers to detect open relays or proxies
- Customizable database of content categories to be blocked
- Flexible filtering levels: mild, moderate, aggressive, & custom
- Ability to supervise personal allow lists and delivery requests
- Ability to block messages based on attachment file size or number and extensions

Email Archiving Features:

- Archival of inbound and/or outbound SMTP traffic and attachments (including documents, programs, and multimedia files)
- Message file storage with indexing parameters for: From, To, Subject, Date, Keywords, Body Text, Attachments and more
- Time-stamped and unalterable file integrity of the archived data
- Optional keyword monitoring, indexing, and reporting
- Full retrieval and flexible forwarding of archived messages and attachments



The Lightspeed Systems email archiving component lets you meet federal eDiscovery requirements.

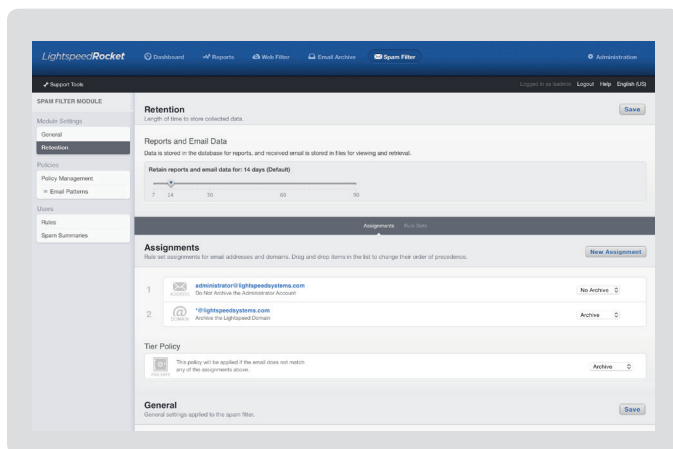
Email Manager

Managing email should be as easy as clicking send

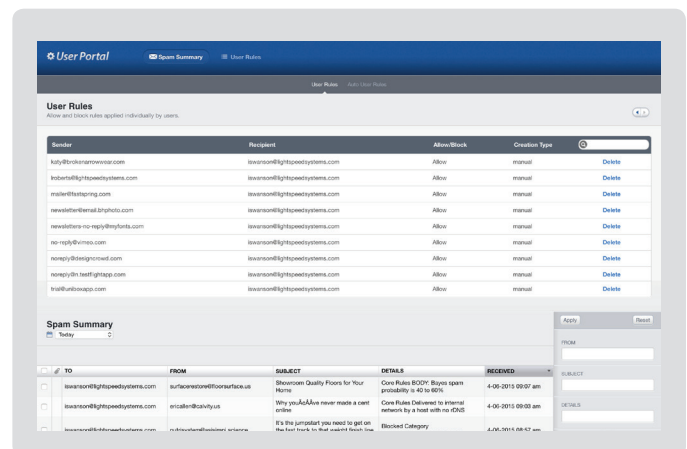
Your users rely on email, but your network relies on security and everyone is short on time. That's where our Email Management solution comes in. It's made just for schools, with the features you need to save time and keep users safe.

You can easily set policies, and your end users can manage their own spam with daily spam summaries and the ability to allow or block senders – from their email summaries or through a self-service online portal.

The **Lightspeed Systems Spam Filter** component makes blocking and managing spam easy.



Simplify spam filtering with end-user spam summary emails and management.



The Lightspeed Systems Email Manager is powered by an on-site Rocket appliance. Contact us to determine which Rocket is right for you.

LIGHTSPEED SYSTEMS BUILDS **SMART** SOLUTIONS FOR **SCHOOL NETWORKS**.

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No Export. You agree not to export or transmit the Lightspeed Systems Software, directly or indirectly, to any restricted countries or in any manner that would violate United States laws and regulations as shall from time to time govern the license and delivery of technology abroad by persons subject to the jurisdiction of the United States, including the Export Administration Act of 1979, as amended, and any export administration regulations issued thereafter.

Governing Law. This Agreement shall be construed and governed in accordance with the laws of the State of California, without regard to the conflicts of law principles, thereof.



Severability. Should any court of competent jurisdiction declare any term of this License Agreement to be void or unenforceable, such declaration shall have no effect on the remaining terms hereof.

No Waiver. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

Correspondence. Address all other correspondence regarding this license to:

Lightspeed Systems, Inc.
1800 19th St.
Bakersfield, CA 93301 USA

Protecting Privacy

Lightspeed Systems Overview

Prepared by Lightspeed Systems
September 2014

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Toll-free: 877. 447.6244
Local: 661.716.7600
lightspeedsystems.com

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Lightspeed Systems Commitment to Protecting Privacy

Our solutions connect technology and teaching in ways that make collection and use of data necessary. Lightspeed Systems is committed to the privacy and security of its customers. We focus on security fundamentals, including secure practices to ensure that data shared and collected remains private and protected.

1. We will always be transparent in the data we collect and how it is used
2. We will only collect the data that is necessary for the solutions and functions the school has purchased/contracted
3. We will always treat that data with utmost security and privacy
4. We will never sell that data; we will never share it without authorization from the customer; and we will never use it to attempt to sell advertising to students

Data Collection

It is Lightspeed Systems policy to limit the collection of personal information from children and staff to only that which is necessary to utilize Lightspeed Systems products and services.

What data does Lightspeed Systems collect?

For all Lightspeed Systems products and services (e.g., My Big Campus), we may collect the following types of personally identifiable information directly from children: first name; last name; email address; mobile phone number and carrier (optional for notifications); password; IP address; grade level; and school. We may also generate a login ID for the child that is different than the child's actual name.

Non-Personally Identifiable Information: We may collect certain non-personally identifiable information from visitors to our site, such as the date and time of their visit, the type of browser used (e.g., Chrome, Firefox, Internet Explorer), the type of operating system used (e.g., Windows 7 or Mac OS), the ISP from which the visitor receives Internet access, and aggregate information regarding what pages users of the site access or visit.

We may also collect non-personally identifiable information from registered members and match it to personally identifiable information (such as the member's name) in our database. Such combined information is kept in our internal database under the member's user name.

Lightspeed Systems gathers information about all users collectively, such as what areas users visit most frequently and what services users access most often. Lightspeed Systems

automatically logs IP addresses, session sources, and other data which tracks users' access to the Services. We analyze these logs for sales and marketing purposes as well as system performance monitoring. These logs are analyzed for the aggregate trends they reveal about our customers and how the customers use the Services, not for the behaviors of individual users.

Our complete current Lightspeed Systems privacy policies can be viewed here:
<http://www.lightspeedsystems.com/privacy/>

How does Lightspeed Systems use cookies to collect data?

Lightspeed Systems use cookies to store a customer's session while using My Big Campus. The cookie notifies My Big Campus when a customer has returned to the website without storing the customers' information or password.

Does Lightspeed Systems use a student information system?

Lightspeed Systems has partnered with Clever to help protect student information. Clever is well-trusted instant login software that allows schools to safely connect to the learning applications students and teachers use. Clever links information from a school's SIS and does not access any student data.

Clever's security overview can be viewed here:

<http://assets.clever.com/documents/clever-security.pdf>

Network Operations Center Management and Security

Does Lightspeed Systems perform tests to identify vulnerabilities within their network?

Yes, Lightspeed Systems performs vulnerability management and intrusion prevention testing. Vulnerability management allows us to identify, classify, remediate, or mitigate vulnerabilities.

Are all network devices located in secure facilities and under controlled circumstances?

Yes, network devices are protected in multiple data centers by a variety of different security measures. Lightspeed Systems uses a combination of restricted access, identification cards, access logs, biometric scanners and two-factor authentication for hosted services.

Are backups performed and tested regularly and stored off-site?

Yes, backups are performed regularly and range from realtime to once daily replication. Data is stored at geographically different locations to further secure the information being stored. Our master databases have fully redundant replicas spread out across multiple data centers in multiple locations.

How are these backups secured? Disposed of?

Lightspeed Systems uses on-line storage secured in data centers to house our backups. Only authorized persons with specific identification credentials can gain access. The entire data center interior and exterior is monitored by cameras and regular manned security patrols.

Disposal of backups is handled in accordance with Life Cycle rules and range from 15 days to 1 year to delete backups.

Are software vulnerabilities patched routinely or automatically on all servers?

Yes, we subscribe to services and monitor security bulletins to determine risks and threats to our systems. System updates are routinely performed to address all security risks that apply to our systems.

Data Storage and Data Access

Where will the information be stored and how is data “at rest” protected?

All information is stored in highly secured datacenters. Data such as passwords are encrypted with a cryptographic hash function.

How will the information be stored?

Data is stored in the Cloud with multi-tenant hosting and secured in our remote datacenters. Lightspeed Systems also complies with the Family Education Rights and Privacy Act (FERPA), which requires that school records be maintained separately, and not be mingled with data from other school systems or users.

Details on Lightspeed Systems compliance with FERPA can be viewed here:

<http://www.lightspeedsystems.com/wp-content/uploads/2012/12/FERPA-Compliance.pdf>

In addition Lightspeed System is in alignment with guidelines from Privacy Technical Assistance Center, U.S. Department of Education (PTAC), which provides relevant information and guidance on privacy, confidentiality, and security resources for student data systems.

Where are the servers physically located?

Lightspeed Systems uses secure datacenters to house our servers. Access to physical servers requires keying in an access code and providing a matching physical hand scan. Also only authorized persons with specific identification credentials will gain access. Once the authorized persons have been verified the data center interior requires further credentials to continue. The entire data center interior and exterior is monitored by cameras and regular manned security patrols. Upon exiting the facility, authorized personnel must check out with the security desk and have any bags or boxes inspected. If personnel remove equipment from the data center, they must provide a description of the equipment along with a serial number if possible. This information is logged and a signature on that log entry is required.

How does Lightspeed Systems protect data in transit?

Sensitive data is hashed and sent through Secure Sockets Layer (SSL).

Who has access to information stored or processed by Lightspeed Systems?

Support and Development staffs have access to data processed by Lightspeed Systems. All employees that provide direct support with students and school staff undergo background checks upon hire.

Additionally customers are required to be on a Support Entitled User (SEU) list for their organization in order to gain support on their account. Calls from persons not on the SEU list are verified with district personal and added to the list before providing support.

All customer questions regarding our privacy policy and Safe Harbor compliance should be directed to our Privacy Officer John Genter at privacy@lightspeedsystems.com.

If student or other sensitive data is transferred/uploaded to the provider, are all uploads via SFTP or HTTPS?

Lightspeed Systems has partnered with Clever to help protect student information. Clever requires that all data transfer via its website use the Transport Layer Security (TLS) or Secure Sockets Layer version 3 (SSLv3) cryptographic protocol over a HTTPS connection. This means that unique session keys are used to encrypt and decrypt data transmissions and to validate transmission integrity.

Data and Metadata Retention

How does Lightspeed Systems ensure the proper management of data?

Lightspeed Systems staff members who have access to any student data are required to pass an exam on Lightspeed Systems privacy policies, acceptable use of data, and Safe Harbor as well as agree to strictly follow all privacy, security, and data policies.

How will the Lightspeed Systems delete data?

Customer information and deletion of user accounts can be provided upon customer's request.

Development and Change Management Process

Does Lightspeed Systems follow standardized and documented procedures for coding, configuration management for all servers involved in delivery of contracted services?

Yes, Lightspeed Systems has internal documents and procedures for coding and deploying the applications.

Lightspeed Systems utilizes an adapted version of SCRUM ([http://en.wikipedia.org/wiki/Scrum_\(software_development\)](http://en.wikipedia.org/wiki/Scrum_(software_development))) development practices to develop software. For programming standards and syntax we have adopted the Github Style guide (<https://github.com/styleguide>). Team code reviews help ensure adherence to standards and proper documentation. Lightspeed Systems products range from hosted to on-premise solutions. To address the specific needs of each product we have developed systems and tools to ensure consistent development, testing, and deployment of software.

Does Lightspeed Systems notify the School System about any changes that will affect the security, storage, usage, or disposal of any information received or collected directly from the school?

Yes, Lightspeed Systems will notify customers via the Community Site and/or email of changes that impact their data such as retention time frames, disposal time frames, changes to data usage, and security measures that change the way customers interact with Lightspeed Systems products.

Availability

Does Lightspeed Systems offer guaranteed service level?

Lightspeed Systems services are available at least 99.5% of the time. Our servers are redundant and continuously monitored for performance and availability. Current performance statistics can be viewed here: <http://www.lightspeedsystems.com/sla/>

What is the backup-and-restore process in case of a disaster?

Backups are performed regularly and range from realtime to once daily replication. Data is stored at geographically different locations to further secure the information being stored. This includes both physical hardware located in our datacenters or leased rack space and virtual application stacks housed in cloud services. In the event of a system failure, all hosted products can be restored by Lightspeed Systems staff to full operation.

What is Lightspeed Systems protection against denial-of-service attack?

Lightspeed Systems utilizes third-party services to provide 24/7/365 inspection of traffic and DDoS mitigation.

Audits and Standards

Does Lightspeed Systems provide the School System the ability to audit the security and privacy of records?

Lightspeed Systems will work with customers who wish to review the security and privacy of data. This information will require a Non-Disclosure Agreement (NDA) to be in place prior to the review. Customers will only be allowed to review data specific to their organization.

Does Lightspeed Systems comply with a security standard such as the International Organization for Standardization (ISO) or the Payment Card Industry Data Security Standards (PCI DSS)?

Lightspeed Systems partners with data centers that are SSAE16 SOC-1 Type II Certified to store data safely and securely. Cloud compliance is designed and managed in alignment with regulations, standards, and best-practices including, but not limited to: Health Insurance Portability and Accountability Act (HIPAA), Children's Online Privacy Protection Act (COPPA), Family Educational Rights and Privacy Act (FERPA), Privacy Technical Assistance Center, U.S. Department of Education (PTAC), and Federal Information Security Management Act (FISMA). Customer security is further protected with a flexible hybrid cloud platform that provides tools that are tailored to education's specific needs.

Test and Development Environments

Will “live” student data be used in non-production environment?

Lightspeed Systems uses some live data in our non-production testing to ensure that the product performs as expected and for comparative performance testing. These systems require the same access to data as production systems and offer the same high level of security and data protection and privacy. The only difference is a larger number of employees have access to our test environments. All employees who have access to student data whether in production or test environments are required to participate in our PII training and certify they will follow our policies and practices.

Data Breach, Incident Investigation and Response

What happens if your online service provider has a data breach?

Lightspeed Systems will first work to rectify the situation and mitigate further data breach. Once this has been accomplished a thorough Root Cause Analysis (RCA) will be performed and the proper steps taken to ensure the issue cannot occur again. Customers whose data may have been involved will be notified of the incident including details of the data accessed, RCA, and current status of the school's data.

Do you have the ability to perform security incident investigations or e-discovery?

Lightspeed Systems will work with schools to make logs specific to the school's data available. In the event of a security incident, we will endeavor to share critical details as they relate to the school data. This information will require a Non-Disclosure Agreement to be in place prior to the dissemination of the data.

Contact Lightspeed Systems

Lightspeed System policies and procedures are, and will always be, committed to protecting privacy and data while complying with all regulations.

Because Lightspeed Systems products change we are vigilant in reviewing our practices to ensure data remains private. We go to great ends to protect students and to treat their data with care. Lightspeed Systems takes all concerns about privacy and use of data very seriously.

We believe the organizations that use our products should fully understand the terms and conditions surrounding the use of the information we collect. If you have any questions about this privacy overview, the information that we collect from you, or the Services, please contact our Privacy Officer John Genter at privacy@lightspeedsystems.com.

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

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

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

(Check one)

☐ YES or ☒ NO

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

☐ YES or ☐ NO

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

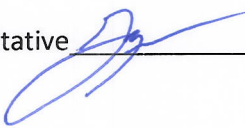
(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

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

Company Name Lightspeed Systems Sales, Inc.

Name of authorized representative Gregory Funk

Signature of authorized representative 

Date 01/12/2016

SUSPENSION OR DEBARMENT CERTIFICATE

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

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

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

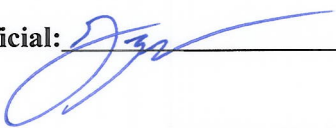
Vendor Name: Lightspeed Systems Sales, Inc.

Vendor Address: 106 East Sixth Street, Austin, TX, 78701

Vendor E-mail Address: gfunk@lightspeedsystems.com

Vendor Telephone: (661) 716-7600 x310

Authorized Company Official's Name: Gregory Funk

Signature of Company Official: 

Date: January 12, 2016

2 CFR PART 200 Contract Provisions

Required Federal contract provisions of Federal Regulations for Contracts

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

Appendix II to Part 200

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

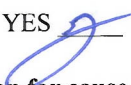
2 CFR PART 200

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

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


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

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

Does vendor agree? YES  Initial of Authorized Company Official

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


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

Does vendor agree? YES  Initial of Authorized Company Official

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


2 CFR PART 200 Contract Provisions

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

Does vendor agree? YES  Initial of Authorized Company Official


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

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

Does vendor agree? YES  Initial of Authorized Company Official

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

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

Does vendor agree? YES  Initial of Authorized Company Official

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

2 CFR PART 200 Contract Provisions

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

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

Does vendor agree? YES ☒ Initial of Authorized Company Official

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

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

Does vendor agree? YES ☒ Initial of Authorized Company Official

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


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

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

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

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

2 CFR PART 200 Contract Provisions

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

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

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

Does vendor agree? YES  Initial of Authorized Company Official

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

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

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

Company Name Lightspeed Systems Sales, Inc.

Print name of authorized representative Gregory Funk

Signature of authorized representative 

Date January 12, 2016

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