

AUTHORIZED  
INFORMATION TECHNOLOGY SCHEDULE PRICELIST  
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY  
EQUIPMENT, SOFTWARE AND SERVICES

**SPECIAL ITEM NUMBER 132-33 - PERPETUAL SOFTWARE LICENSES**

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers  
Communications Software

**SPECIAL ITEM NUMBER 132-52 - ELECTRONIC COMMERCE AND SUBSCRIPTION SERVICES**

FPDS Code D304 E-Mail Services

FPDS Code D399 Other Data Transmission Services, Not Elsewhere Classified - Except "Voice" and Pager Services

**LIGHTSPEED SYSTEMS CORPORATION**

**1800 19TH ST**

**BAKERSFIELD, CA 93301-4315**

**DUNS: 157664566 CAGE: 0L0G4**

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Contract Number: GS-35F-0455Y

Period Covered by Contract: June 6, 2012 to June 5, 2017

General Services Administration  
Federal Acquisition Service

Pricelist current through Modification # \_\_\_\_\_, dated \_\_\_\_\_.

Products and ordering information in this Authorized Information Technology Schedule Pricelist are also available on the GSA Advantage! System (<http://www.gsaadvantage.gov>).

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# INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS

## **SPECIAL NOTICE TO AGENCIES: Small Business Participation**

SBA strongly supports the participation of small business concerns in the Federal Acquisition Service. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service ([www.gsadvantage.gov](http://www.gsadvantage.gov)). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page ([www.gsa.gov/fas](http://www.gsa.gov/fas)) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

### **1. GEOGRAPHIC SCOPE OF CONTRACT:**

*Domestic delivery* is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

*Overseas delivery* is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

- The Geographic Scope of Contract will be domestic and overseas delivery.
- The Geographic Scope of Contract will be overseas delivery only.
- The Geographic Scope of Contract will be domestic delivery only.

### **2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:**

**1800 19TH ST  
BAKERSFIELD, CA 93301-4315**

Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor and the ordering agency may agree to use the credit card for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card). In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:

**661-716-7600**

When Authorized Dealers are allowed by the Contractor to bill ordering activities and accept payment, the order and/or payment must be in the name of the Contractor, in care of the Authorized Dealer.

**3. LIABILITY FOR INJURY OR DAMAGE**

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

**4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:**

- Block 9: G. Order/Modification Under Federal Schedule Contract
- Block 16: Data Universal Numbering System (DUNS) Number: 157664566
- Block 30: Type of Contractor: B. Other Small Business
- Block 31: Woman-Owned Small Business - No
- Block 37: Contractor's Taxpayer Identification Number (TIN): 77-0516848
- Block 40: Veteran Owned Small Business (VOSB): N/A

- 4a. CAGE Code: 0LOG4
- 4b. Contractor has registered with the Central Contractor Registration Database.

**5. FOB DESTINATION**

**6. DELIVERY SCHEDULE**

a. TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
132-33	14 Days
132-52	2 Days

b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

c. i. SIN 132-54 and SIN 132-55, ACCELERATED SERVICE DELIVERY (7 calendar days or less): the time required for COMSATCOM services to be available after order award. Under Accelerated Service Task Orders, service acceptance testing, unless otherwise required by the satellite provider or host nation, shall be deferred until Ordering Activity operations permit.

ii. SIN 132-54 and SIN 132-55, TIME-CRITICAL DELIVERY (4 hours or less): the time required for COMSATCOM services to be available after order award. Under Time-Critical Task Orders, service acceptance testing unless otherwise required by the satellite provider or host nation shall be deferred until Ordering Activity operations permit. Time-Critical Delivery shall be predicated on the availability of COMSATCOM transponded capacity (contracted bandwidth and power, pre-arranged Host Nation Agreements, frequency clearance) or COMSATCOM subscription services (bandwidth, terminals, network resources, etc.).

iii. For SIN 132-54 and SIN 132-55, EXTENDED SERVICE DELIVERY TIMES: the time required under extenuating circumstances for COMSATCOM services to be available after order award. Such extenuating circumstances may include extended time required for host nation agreements or landing rights, or other time intensive service delivery requirements as defined in the individual requirement. Any such extended delivery times will be negotiated between the Ordering Activity and Contractor.

7. **DISCOUNTS:** Prices shown are NET Prices; Basic Discounts have been deducted.
- a. Prompt Payment: ½% - 20 days from receipt of invoice or date of acceptance, whichever is later.
  - b. Quantity: None
  - c. Dollar Volume: None
  - d. Other Special Discounts (i.e. Government Education Discounts, etc.)

8. **TRADE AGREEMENTS ACT OF 1979, as amended:**

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. **STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:**

10. **Small Requirements:** The minimum dollar of orders to be issued is \$100.00.

11. **MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)**

- a. The Maximum Order for the following Special Item Numbers (SINs) is \$500,000:
  - Special Item Number 132-33 - Perpetual Software Licenses
  - Special Item Number 132-52 - Electronic Commerce (EC) Services

12. **ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS**

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13. **FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS**

**REQUIREMENTS:** ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

13.1 **FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):**

Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

**13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS):** Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

**14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003)**

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of

appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

- (k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

**15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES:** Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See 52.212-4)

**16. GSA ADVANTAGE!**

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.gsadvantage.gov>

**17. PURCHASE OF OPEN MARKET ITEMS**

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if-**

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

**18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS**

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

- (1) Time of delivery/installation quotations for individual orders;
- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a

product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.

(3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

c. The maintenance/repair service provided is the standard commercial terms and conditions for the type of products and/or services awarded.

## **19. OVERSEAS ACTIVITIES**

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

None

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

## **20. BLANKET PURCHASE AGREEMENTS (BPAs)**

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

## **21. CONTRACTOR TEAM ARRANGEMENTS**

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

## **22. INSTALLATION, DEINSTALLATION, REINSTALLATION**

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or 132-9.

## **23. SECTION 508 COMPLIANCE.**

I certify that in accordance with 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), FAR 39.2, and the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards (36 CFR 1194) General Services Administration (GSA), that all IT hardware/software/services are 508 compliant:

Yes \_\_\_\_\_

No   X  

The offeror is required to submit with its offer a designated area on its website that outlines the Voluntary Product Accessibility Template (VPAT) or equivalent qualification, which ultimately becomes the Government Product Accessibility Template (GPAT). Section 508 compliance information on the supplies and services in this contract are available at the following website address (URL): \_\_\_\_\_

The EIT standard can be found at: [www.Section508.gov/](http://www.Section508.gov/).

#### **24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.**

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order

(a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and

(b) The following statement:

This order is placed under written authorization from \_\_\_\_\_ dated \_\_\_\_\_. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

#### **25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)**

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

#### **26. SOFTWARE INTEROPERABILITY.**

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

**27. ADVANCE PAYMENTS**

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

## **TERMS AND CONDITIONS APPLICABLE TO PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33)**

### **1. INSPECTION/ACCEPTANCE**

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

### **2. END USER LICENSE AGREEMENTS (EULA) / TERMS OF SERVICE (TOS) AGREEMENT REQUIREMENTS**

#### **Lightspeed Systems End User License Agreement**

**IMPORTANT - READ CAREFULLY:** This License Agreement (the "Agreement") is a legal contract between you (either an individual or a single business entity, hereinafter referred to as "you") and Lightspeed Systems, Inc., for the enclosed or included Lightspeed Systems computer software including associated media, printed materials, and "online" or electronic documentation (collectively, the "Lightspeed Systems Software").

By opening this envelope, or by installing, copying, or otherwise using the Lightspeed Systems Software, you agree to be bound by the terms of this Agreement. If you do not agree to the terms of this Agreement, do not install or use the Lightspeed Systems Software.

You are entitled to receive a full refund of any payment made for the Lightspeed Systems Software if you request a refund in writing and return all media and materials relating to the Lightspeed Systems Software in unopened, unused condition within 15 days after date of payment.

#### **LICENSE**

Lightspeed Systems hereby grants to you, as End-User, and you accept, a non-exclusive, non-transferable license to use the Lightspeed Systems Software in compiled, object code form, subject to the terms and conditions of this License. Following acceptance of this Agreement, you may install as many copies of server software as necessary to effectively deploy Lightspeed Systems Software on your network in accordance with the number of workstations under subscription.

This License is effective upon opening the software media package or installing the software on a network server. The grant of the License shall automatically terminate without notice if you breach any of the provisions hereof. In such event, you must destroy all copies of the Lightspeed Systems Software and all of its component parts. You may terminate the grant of the license at any time by destroying all of the Lightspeed Systems Software.

#### **LIMITATIONS ON THE LICENSE**

You shall not assign, sublicense, transfer, pledge, lease, or rent your rights under the license.

You shall not reverse engineer, decompile, or disassemble the Lightspeed Systems Software. You may not publish, re-publish, or otherwise redistribute, nor may you print or reprint other than for your own use, the Lightspeed Systems Software, in any form, without written permission from Lightspeed Systems. This limitation does not prohibit sharing database entries with other Lightspeed Systems Software customers.

You are solely responsible for maintaining the Lightspeed Systems Software and the security of the operating environment in which the Lightspeed Systems Software may be used. You are solely responsible for all of your costs and expenses incurred in connection with your use of the Lightspeed Systems Software

or any application program thereunder, and Lightspeed Systems shall have no liability, obligation, or responsibility therefore. For the duration of your subscription, Lightspeed Systems will provide Lightspeed Systems Software database updates, maintenance, support, upgrades, and new releases. The terms of support or maintenance are the subject of a separate agreement; provided, however, that any supplemental software provided to you as part of a support service or maintenance agreement will be considered part of the Lightspeed Systems Software and subject to the terms and conditions of this Agreement.

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**U.S. Government Agencies.** Lightspeed Systems Software and documentation are provided with RESTRICTED RIGHTS. The U.S. Government's use, duplication, or disclosure is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Right in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software Restricted rights at 48 CFR 52.227-19, as applicable. For this purpose, the manufacturer is Lightspeed Systems, Inc., 1800 19th St., Bakersfield, CA 93301.

**Submissions.** Should you decide to transmit to Lightspeed Systems' website or office by any means or by any media any materials or other information (including, without limitation, ideas, concepts, or techniques for new or improved services and products), whether as information, feedback, data, questions, comments suggestions, or the like, you agree such submissions are unrestricted and shall be deemed non-confidential and you automatically grant Lightspeed Systems and its assigns a non-exclusive, royalty-free, worldwide, perpetual, irrevocable license, with the right to sublicense, use, copy, transmit, distribute, create derivative works of, display and perform the same.

#### DISCLAIMER OF WARRANTY OF PERFORMANCE

THE LIGHTSPEED SYSTEMS SOFTWARE IS PROVIDED "AS IS." LIGHTSPEED SYSTEMS AND ITS DISTRIBUTORS DO NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE LIGHTSPEED SYSTEMS SOFTWARE. LIGHTSPEED SYSTEMS AND ITS DISTRIBUTORS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO TITLE OR INFRINGEMENT OF THIRD-PARTY RIGHTS, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. LIGHTSPEED SYSTEMS DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE LIGHTSPEED SYSTEMS SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE LIGHTSPEED SYSTEMS SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE. YOU BEAR THE ENTIRE RISK REGARDING THE QUALITY AND PERFORMANCE OF THE LIGHTSPEED SYSTEMS SOFTWARE. ANY LIABILITY OF LIGHTSPEED SYSTEMS FOR A DEFECTIVE COPY OF THE SOFTWARE APPLICATION WILL BE LIMITED EXCLUSIVELY TO REPLACING THE DEFECTIVE SOFTWARE APPLICATION WITH ANOTHER COPY OR REFUNDING THE INITIAL LICENSE FEE LIGHTSPEED SYSTEMS RECEIVED FOR THE DEFECTIVE COPY OF THE PRODUCT. IN NO EVENT WILL LIGHTSPEED SYSTEMS OR ITS DISTRIBUTORS BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES, INCLUDING ANY LOST PROFITS OR SAVINGS, EVEN IF AN LIGHTSPEED SYSTEMS REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM TO ANY THIRD PARTY.

Some states or jurisdictions do not allow the exclusion or limitation of incidental, consequential, or special damages, or the exclusion of implied warranties or limitations on how long a given warranty may last, so the above exclusion may not apply to you. This limited warranty gives you specific legal rights, and you may also have other rights that vary from one state or jurisdiction to another.

## MISCELLANEOUS TERMS

**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

### 3. **GUARANTEE/WARRANTY**

- a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.

#### **ADVANCED SERVER REPLACEMENT**

Next-business day Advance Server Replacement delivery\*

Telephone support during regular business hours with priority queue status

24x7x365 emergency telephone technical support

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. 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. Standard technical support is available during regular business hours Monday-Friday from 2:00 a.m. to 5:00 p.m. Pacific Standard Time (excluding Lightspeed Systems holidays).

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 same day if the order is received by 1:30 PM ET. Orders received after 1:30 PM will be shipped the next business day.

- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. **Limitation of Liability.** Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

#### 4. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number **661-716-7600** for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 6:00 a.m. EST to 5:00 p.m. EST.

##### **Lightspeed Systems Help Desk Support**

Lightspeed Systems shall render support and distribute upgrades for certain licensed software programs in accordance with the terms set forth in this Agreement. This Agreement supersedes any and all previous agreements between Customer and Lightspeed Systems pertaining to the support and service of the programs.

Services:

- a) Lightspeed Systems will make available for download all revisions and enhancements developed for products currently under support contract, including documentation and daily database updates. Updated documentation or software may periodically be sent to the Customer at an interval determined by Lightspeed Systems. Information on the latest software versions can also be found on our support site, [wiki.lightspeedsystems.com](http://wiki.lightspeedsystems.com), or by calling any sales representative at Lightspeed Systems, 661-716.7600.
- b) With respect to each program, Customer will be responsible for the installation of new or updated programs on their computer. Procedures and documentation will be provided by Lightspeed Systems subject to the terms of the License Agreement.
- c) Lightspeed Systems, with respect to each program, will also provide email and phone support as follows. Please have your serial number available.

[wiki.lightspeedsystems.com](http://wiki.lightspeedsystems.com)

Live Chat

Support Case Creation

Product Manuals

Email: [support@lightspeedsystems.com](mailto:support@lightspeedsystems.com)

During regular business hours, call

(661) 716.7600. 6:00 A.M EST to 5:00 P.M, PST, Monday through Friday, excluding Lightspeed Systems holidays.

Emergency night, weekend and holiday support, call (800) 444-9267 and select emergency support. If a technician does not answer, leave serial number, phone number, contact info, as well as a problem description.

A technician will return the call within 60 minutes.

Support and Training:

A four hour web based introductory training is included with each purchase. Onsite training is also available for a fee and is priced based on needs. Contact the training department for a quote.

Terms and Conditions:

Upon payment of the annual support fee, Lightspeed Systems will provide support services for the paid-up term. Such fees are non-refundable.

Limitations

Support services shall be limited to those specifically provided herein and are contingent upon the Customer's proper use of the programs. Support services shall not include, without limitation, the following:

- a) Service caused by Customer's unauthorized modifications or attempt to modify any of the programs for any purpose whatsoever
- b) Service required because of accidental damage to any of the programs or neglect thereof by Customer
- c) Service for problems relating to the malfunction or defect of any equipment or software used in conjunction with any of the programs
- d) Service required because of alterations in any programs not supplied or authorized by Lightspeed Systems and used in conjunction with any of the programs
- e) The development of additional facilities or programs specifically for the customer; and
- f) Service to the extent that it cannot be rendered because of industrial disputes or any other cause beyond the control of Lightspeed Systems.

**5. SOFTWARE MAINTENANCE**

- a. Software maintenance as it is defined: (select software maintenance type) :

  X   1. Software Maintenance as a Product (SIN 132-33)

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

Software Maintenance as a product is billed at the time of purchase.

- b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

**6. UTILIZATION LIMITATIONS - (SIN 132-33)**

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
  - (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
  - (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering

activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtain without restrictions.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

## **10. SOFTWARE CONVERSIONS – (SIN 132-33)**

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license (132-32), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

## **11. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY**

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

## **12. RIGHT-TO-COPY PRICING**

The Contractor shall insert the discounted pricing for right-to-copy licenses.

# **TERMS AND CONDITIONS APPLICABLE TO ELECTRONIC COMMERCE (EC) (SPECIAL IDENTIFICATION NUMBER 132-52)**

## **1. SCOPE**

The prices, terms and conditions stated under Special Item Number 132-52 Electronic Commerce (EC) Services apply exclusively to EC Services within the scope of this Information Technology Schedule.

## **2. ELECTRONIC COMMERCE CAPACITY AND COVERAGE**

The Ordering Activity shall specify the capacity and coverage required as part of the initial requirement.

## **3. INFORMATION ASSURANCE**

- a. The Ordering Activity is responsible for ensuring to the maximum extent practicable that each requirement issued is in compliance with the Federal Information Security Management Act (FISMA)
- b. The Ordering Activity shall assign an impact level (per Federal Information Processing Standards Publication 199 & 200 (FIPS 199, "*Standards for Security Categorization of Federal Information and Information Systems*") (FIPS 200, "*Minimum Security Requirements for Federal Information and Information Systems*") prior to issuing the initial statement of work. Evaluations shall consider the extent to which each proposed service accommodates the necessary security controls based upon the assigned impact level. The Contractor awarded SIN 132-52 is capable of meeting at least the minimum security requirements assigned against a low-impact information system (per FIPS 200).
- c. The Ordering Activity reserves the right to independently evaluate, audit, and verify the FISMA compliance for any proposed or awarded Electronic Commerce services. All FISMA certification, accreditation, and evaluation activities are the responsibility of the ordering activity.

## **4. DELIVERY SCHEDULE.**

The Ordering Activity shall specify the delivery schedule as part of the initial requirement. The Delivery Schedule options are found in *Information for Ordering Activities Applicable to All Special Item Numbers*, paragraph 6. *Delivery Schedule*.

## **5. INTEROPERABILITY.**

When an Ordering Activity requires interoperability, this requirement shall be included as part of the initial requirement. Interfaces may be identified as interoperable on the basis of participation in a sponsored program acceptable to the Ordering Activity. Any such access or interoperability with teleports/gateways and provisioning of enterprise service access will be defined in the individual requirement.

## **6. ORDER**

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering electronic services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all electronic services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.

- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

## **7. PERFORMANCE OF ELECTRONIC SERVICES**

The Contractor shall provide electronic services on the date agreed to by the Contractor and the ordering activity.

## **8. RESPONSIBILITIES OF THE CONTRACTOR**

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

## **9. RIGHTS IN DATA**

The Contractor shall comply FAR 52.227-14 RIGHTS IN DATA – GENERAL and with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

## **10. ACCEPTANCE TESTING**

If requested by the ordering activity the Contractor shall provide acceptance test plans and procedures for ordering activity approval. The Contractor shall perform acceptance testing of the systems for ordering activity approval in accordance with the approved test procedures.

## **11. WARRANTY**

The Contractor shall provide a warranty covering each Contractor-provided electronic commerce service. The minimum duration of the warranty shall be the duration of the manufacturer's commercial warranty for the item listed below:

See the Advanced Server Replacement, End User License Agreement and Help Desk Support above.

The warranty shall commence upon the later of the following:

- a. Activation of the user's service
- b. Installation/delivery of the equipment

The Contractor, by repair or replacement of the defective item, shall complete all warranty services within five working days of notification of the defect. Warranty service shall be deemed complete when the user has possession of the repaired or replaced item. If the Contractor renders warranty service by replacement, the user shall return the defective item(s) to the Contractor as soon as possible but not later than ten (10) working days after notification.

## **12. MANAGEMENT AND OPERATIONS PRICING**

The Contractor shall provide management and operations pricing on a uniform basis. All management and operations requirements for which pricing elements are not specified shall be provided as part of the basic service.

## **13. TRAINING**

The Contractor shall provide normal commercial installation, operation, maintenance, and engineering interface training on the system. If there is a separate charge, indicate below:

No separate charge.

**14. MONTHLY REPORTS**

In accordance with commercial practices, the Contractor may furnish the ordering activity/user with a monthly summary ordering activity report.

**15. ELECTRONIC COMMERCE SERVICE PLAN**

(a) Describe the electronic service plan and eligibility requirements.

Lightspeed Campus Collaboration Bundle with Advanced Web Traffic Reporting - Delivered on a Lightspeed Rocket Appliance (available with different configurations depending on network size, traffic, and needs), this bundled solution provides cross-platform desktop and mobile content filtering as well as comprehensive reporting on activity; in addition, it includes the My Big Campus safe social learning platform, a hosted email solution, and a hosted web site.

Requirements for off-network mobile filtering agent: Windows 7/Vista/XP; or Mac OS 10.4.x and greater; or iOS; or Android 3.0 and greater; or Ubuntu, Kubuntu, or other Debian-based distros.

Lightspeed Email Management - Delivered on a Lightspeed Rocket appliance (available with different configurations depending on network size, traffic, and needs), this solution provides spam blocking and email archiving/message journaling.

Requirements for spam filtering and email archiving: Microsoft Exchange 2003, 2007, 2010; or Groupwise v7.03 or 8.0x.

(b) Describe charges, if any, for additional usage guidelines.

N/A

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(c) Describe corporate volume discounts and eligibility requirements, if any.

N/A

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## Products and Services Pricelist

SIN #	MFR Part #	Product Name/ Description	Workstation Count	Proposed GSA Price
132-33	CCOLR-G1	<b>Lightspeed Rocket Campus Collaboration:</b> Advanced Web Traffic Reporting: Campus Collaboration(Web/Mobile Filter, My Big Campus, Hosted District Web Site, Hosted Email), Advanced Web Traffic Reporting	1-500	\$8,280.52
132-33	CCOLR-G2	<b>Lightspeed Rocket Campus Collaboration:</b> Advanced Web Traffic Reporting: Campus Collaboration (Web/Mobile Filter, My Big Campus, Hosted District Web Site, Hosted Email), Advanced Web Traffic Reporting	501-1000	\$11,349.12
132-33	CCOLR-G3	<b>Lightspeed Rocket Campus Collaboration:</b> Advanced Web Traffic Reporting: Campus Collaboration (Web/Mobile Filter, My Big Campus, Hosted District Web Site, Hosted Email), Advanced Web Traffic Reporting	1001-5000	\$39,093.20
132-33	CCOLR-G4	<b>Lightspeed Rocket Campus Collaboration:</b> Advanced Web Traffic Reporting: Campus Collaboration (Web/Mobile Filter, My Big Campus, Hosted District Web Site, Hosted Email), Advanced Web Traffic Reporting	5001-15000	\$105,551.64
132-33	CCOLR-G5	<b>Lightspeed Rocket Campus Collaboration:</b> Advanced Web Traffic Reporting: Campus Collaboration (Web/Mobile Filter, My Big Campus, Hosted District Web Site, Hosted Email), Advanced Web Traffic Reporting	15001-30000	\$205,239.29
132-33	CCOLR-G6	<b>Lightspeed Rocket Campus Collaboration:</b> Advanced Web Traffic Reporting: Campus Collaboration (Web/Mobile Filter, My Big Campus, Hosted District Web Site, Hosted Email), Advanced Web Traffic Reporting	30001-50000	\$331,183.88
132-33	CCOLR10-G4	<b>Lightspeed Rocket 10Gb Campus Collaboration:</b> Campus Collaboration (Web/Mobile Filter, My Big Campus, Hosted District Web Site, Hosted Email), and Advanced Web Traffic Reporting	50001-75000	\$504,911.84
			<b>Mailbox Count</b>	
132-33	EMR-G1	<b>Lightspeed Rocket - Email Management:</b> Spam Filter, Email Archiving	1-500	\$7,525.44
132-33	EMR-G2	<b>Lightspeed Rocket - Email Management:</b> Spam Filter, Email Archiving	501-1000	\$8,145.09
132-33	EMR-G3	<b>Lightspeed Rocket - Email Management:</b> Spam Filter, Email Archiving	1001-5000	\$20,513.45
132-33	EMR-G4	<b>Lightspeed Rocket - Email Management:</b> Spam Filter, Email Archiving	5001-15000	\$44,221.66
132-33	EMR-G5	<b>Lightspeed Rocket - Email Management:</b> Spam Filter, Email Archiving	15001-30000	\$73,994.96
<b>Annual Renewal Subscriptions</b>				
132.52	CCOL-G1	Campus Collaboration: Web/Mobile Filter, Hosted Web Site, Hosted Email, My Big Campus and Advanced Web Traffic Reporting.	1-500	\$1,954.66
132.52	CCOL-G2	Campus Collaboration: Web/Mobile Filter, Hosted Web Site, Hosted Email, My Big Campus and Advanced Web Traffic Reporting.	501-1000	\$3,909.32
132.52	CCOL-G3	Campus Collaboration: Web/Mobile Filter, Hosted Web Site, Hosted Email, My Big Campus and Advanced Web Traffic Reporting.	1001-5000	\$19,546.60
132.52	CCOL-G4	Campus Collaboration: Web/Mobile Filter, Hosted Web Site, Hosted Email, My Big Campus and Advanced Web Traffic Reporting.	5001-15000	\$55,617.13
	EM-G1	Email Management: Spam Filter, Email Archiving	1-500	\$1,954.66
132.52	EM-G2	Email Management: Spam Filter, Email Archiving	501-1000	\$3,909.32
132.52	EM-G3	Email Management: Spam Filter, Email Archiving	1001-5000	\$19,546.60
132.52	EM-G4	Email Management: Spam Filter, Email Archiving	5001-15000	\$52,594.46

# USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

## PREAMBLE

Lightspeed Systems Corporation provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

## COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact (**Cynthia Massey, 661.431.1647, [cynthia@lightspeedsysms.com](mailto:cynthia@lightspeedsysms.com), 661.716.8600**)

**\*\*Include the following SUGGESTED Blanket Purchase Agreement (BPA) format in the proposed FSS IT Schedule Pricelist. THIS IS ONLY A SUGGESTED TEMPLATE\*\***

BEST VALUE  
BLANKET PURCHASE AGREEMENT  
FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) \_\_\_\_\_.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

\_\_\_\_\_  
Ordering Activity

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

BPA NUMBER \_\_\_\_\_

**(CUSTOMER NAME)**  
**BLANKET PURCHASE AGREEMENT**

Pursuant to GSA Federal Supply Schedule Contract Number(s) \_\_\_\_\_, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

(1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____
_____	_____

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

(3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be \_\_\_\_\_.

(4) This BPA does not obligate any funds.

(5) This BPA expires on \_\_\_\_\_ or at the end of the contract period, whichever is earlier.

(6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

(7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

(8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;

- (f) Date of Purchase;
- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
- (h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

\*\*\*\*\*

**\*\*Include the following language regarding Contractor Team Arrangements in the proposed FSS IT Schedule Pricelist.\*\***

**BASIC GUIDELINES FOR USING  
“CONTRACTOR TEAM ARRANGEMENTS”**

Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions of the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customer's needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer's requirement.
- Customers make a best value selection.