

TIPS VENDOR AGREEMENT

TIPS RFP 230105 Technology Solutions, Products, and Services

The following Vendor Agreement (“Agreement”) creates a legal agreement between The Interlocal Purchasing System (“TIPS”), a government purchasing cooperative and Department of Texas Region 8 Education Service Center and (INSERT ENTITY NAME):

ZSPACE, INC.

(ENTER ENTITY NAME]

its owners, agents, subsidiaries, and affiliates (together, “Vendor”) (individually, “Party”, and collectively the “Parties”) and this agreement shall exclusively govern the contractual relationship (“Agreement”) between the Parties.

TIPS, a governmental entity and a national purchasing cooperative seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the public procurement solicitation process and awarding compliant contracts to qualified vendors. Then, where the law of a customer’s jurisdiction allows, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive public procurement process, the use of TIPS allows public entities to quickly select and purchase their preferred products or services from qualified, competitively evaluated vendors through cooperative purchasing.

1. **Purpose.** The purpose of this Agreement is to identify the terms and conditions of the relationship between TIPS and Vendor. Public entities and qualifying non-profits that properly join or utilize TIPS “(TIPS Members”) may elect to “piggyback” off of TIPS’ procurements and agreements where the laws of their jurisdiction allow. TIPS Members are not contractual parties to this Agreement although terms and conditions of this Agreement may ensure benefits to TIPS Members.
2. **Authority.** The Parties agree that the signatories below are individual authorized to enter into this Agreement on behalf of their entity and that they are acting under due and proper authority under applicable law.
3. **Definitions.**
 - a. **TIPS Pricing:** The specific pricing, discounts, and other pricing terms and incentives which Vendor submitted and TIPS approved for each respective TIPS Contract awarded to Vendor and all permissible, subsequent pricing updates submitted by Vendor and accepted by TIPS, if any.
 - b. **Authorized Reseller:** A reseller or dealer authorized and added by a Vendor through their online TIPS Vendor Portal to make TIPS sales according to the terms and conditions herein.
4. **Entire Agreement.** This Agreement resulted from TIPS posting a “TIPS Solicitation” (RFP, RCSP, RFQ, or other) and Vendor submitting a proposal in response to that posted TIPS Solicitation for evaluation and award. The Parties agree that this Agreement consists of the provisions set forth herein and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor’s entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, pricing, accepted responses to questions, and accepted written clarifications of Vendor’s proposal, and; any properly included attachments to this Agreement. All documentation and information listed is hereby incorporated by reference as if set forth herein verbatim. In the event of conflict between the terms herein and one of the incorporated documents the terms and conditions herein shall control.
5. **Vendor’s Specific Warranties, Terms, and License Agreements.** Because TIPS serves public entities and non-profits throughout the nation all of which are subject to specific laws and policies of their jurisdiction, as a matter of standard practice, TIPS does not typically accept a Vendor’s specific “Sale Terms” (warranties, license agreements, master agreements, terms and conditions, etc.) on behalf of all TIPS Members. TIPS may permit Vendor to attach those to this Agreement to display to interested customers what terms may apply to their Supplemental Agreement with Vendor (if submitted by Vendor for that purpose). However, unless this term of the Agreement is negotiated and modified to state otherwise, those specific Sale Terms are not accepted by TIPS on behalf of all TIPS Members and each Member may choose whether to accept, negotiate, or reject those specific Sale Terms, which must be reflected in a separate agreement between Vendor and the Member in order to be effective.

- 6. Vendor Identity and Contact Information.** It is Vendor's sole responsibility to ensure that all identifying vendor information (name, EIN, d/b/a's, etc.) and contact information is updated and current at all times within the TIPS eBid System and the TIPS Vendor Portal. It is Vendor's sole responsibility to confirm that all e-correspondence issued from tips-usa.com, ionwave.net, and tipsconstruction.com to Vendor's contacts are received and are not blocked by firewall or other technology security. Failure to permit receipt of correspondence from these domains and failure to keep vendor identity and contact information current at all times during the life of the contract may cause loss of TIPS Sales, accumulating TIPS fees, missed rebid opportunities, lapse of TIPS Contract(s), and unnecessary collection or legal actions against Vendor. It is no defense to any of the foregoing or any breach of this Agreement that Vendor was not receiving TIPS' electronic communications issued by TIPS to Vendor's listed contacts.
- 7. Initiation of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.
- 8. TIPS Sales and Supplemental Agreements.** The terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, Invoice, etc.) (hereinafter "Supplemental Agreement") entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS, Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement and those contained in any Supplemental Agreement, the provisions set forth herein shall control unless otherwise agreed to and authorized by the Parties in writing within the Supplemental Agreement.
- 9. Right of Refusal.** Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.
- 10. Reporting TIPS Sales.** Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com.
- 11. TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding solicitation and is incorporated herein by reference. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor

within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

- 12. Term of the Agreement.** This Agreement with TIPS is for approximately five years with a one-year, consecutive option for renewal as described herein. Renewal options are not automatic and shall only be effective if offered by TIPS at its sole discretion. If TIPS offers a renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact. The renewal option shall be deemed accepted by Vendor unless Vendor notifies TIPS of its objection to the renewal option in writing and confirms receipt by TIPS.

Actual Effective Date: Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

Term Calculation Start Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in the Solicitation, regardless of the actual Effective Date.

Example of Term Calculation Start Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 in this example.

Contract Expiration Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be five-years from the Term Calculation Start Date.

Example of Contract Expiration Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 and the Contract Expiration Date of the resulting initial "five-year" term, (which is subject to an extension(s)) will be May 31, 2028 in this example.

Option(s) for Renewal: Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

Example of Option(s) for Renewal: In this example, if TIPS offers a one-year renewal and the Contract Expiration Date is May 31, 2028, then the one-year renewal is effective from May 31, 2028 to May 31, 2029.

TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

- 13. TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it holds, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor's TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion. Any pricing quoted by Vendor to a TIPS Member or on a TIPS Quote shall never exceed Vendor's TIPS Pricing for any good or service offered through TIPS. Vendor certifies by signing this agreement that Vendor's TIPS Pricing for all goods and services included in Vendor's TIPS Pricing shall either be equal to or less than Vendor's current pricing for that good or service for any other customer. TIPS Pricing price increases and modifications, if permitted, will be honored according to the terms of the solicitation and Vendor's proposal, incorporated herein by reference.

- 14. Indemnification of TIPS.** VENDOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND TIPS, TIPS MEMBERS, TIPS OFFICERS, TIPS EMPLOYEES, TIPS DIRECTORS, AND TIPS TRUSTEES (THE "TIPS INDEMNITEES") FROM AND AGAINST ALL CLAIMS AND SUITS BY THIRD-PARTIES FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES, ARISING OUT OF OR RELATING TO VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (INCLUDING THE PERFORMANCE OF VENDOR'S OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES), REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION,

INCLUDING WITHOUT LIMITATION CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW OR BASED IN WHOLE OR IN PART UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS ON THE PART OF VENDOR, ITS OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES. NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED TO BY TIPS. APART FROM THIS INDEMNIFICATION PROVISION REQUIRING INDEMNIFICATION OF THE TIPS INDEMNITEES' ATTORNEY'S FEES AS SET FORTH ABOVE, RECOVERY OF ATTORNEYS' FEES BY THE PREVAILING PARTY IS AUTHORIZED ONLY IF AUTHORIZED BY TEX. EDUC. CODE § 44.032(F).

- 15. Indemnification and Assumption of Risk – Vendor Data.** VENDOR AGREES THAT IT IS VOLUNTARILY PROVIDING DATA (INCLUDING BUT NOT LIMITED TO: VENDOR INFORMATION, VENDOR DOCUMENTATION, VENDOR'S PROPOSALS, VENDOR PRICING SUBMITTED OR PROVIDED TO TIPS, TIPS CONTRACT DOCUMENTS, TIPS CORRESPONDENCE, VENDOR LOGOS AND IMAGES, VENDOR'S CONTACT INFORMATION, VENDOR'S BROCHURES AND COMMERCIAL INFORMATION, VENDOR'S FINANCIAL INFORMATION, VENDOR'S CERTIFICATIONS, AND ANY OTHER VENDOR INFORMATION OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION SOFTWARE AND SOURCE CODE UTILIZED BY VENDOR, SUBMITTED TO TIPS BY VENDOR AND ITS AGENTS) ("VENDOR DATA") TO TIPS. FOR THE SAKE OF CLARITY, AND WITHOUT LIMITING THE BREADTH OF THE INDEMNITY OBLIGATIONS IN SECTION 13 ABOVE, VENDOR AGREES TO PROTECT, INDEMNIFY, AND HOLD THE TIPS INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, ACTIONS, DEMANDS, ALLEGATIONS, SUITS, JUDGMENTS, COSTS, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES AND ALL OTHER LIABILITY OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO: (I) ANY UNAUTHORIZED, NEGLIGENT OR WRONGFUL USE OF, OR CYBER DATA BREACH INCIDENT AND VIRUSES OR OTHER CORRUPTING AGENTS INVOLVING, VENDOR'S DATA, PRICING, AND INFORMATION, COMPUTERS, OR OTHER HARDWARE OR SOFTWARE SYSTEMS, AND; (II) ALLEGATIONS OR CLAIMS THAT ANY VENDOR DATA INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY OR VENDOR.
- 16. Procedures Related to Indemnification.** In the event that an indemnity obligation arises, Vendor shall pay all amounts set forth in Section 13 and 14 above (including any settlements) and – if it has accepted its indemnity obligation without qualification – control the legal defense to such claim or cause of action, including without limitation attorney selection, strategy, discovery, trial, appeal, and settlement, and TIPS shall, at Vendor's cost and expense (with respect to reasonable out of pocket costs and expenses incurred by TIPS which shall be reimbursed to TIPS by Vendor), provide all commercially reasonable assistance requested by Vendor. In controlling any defense, Vendor shall ensure that all assertions of governmental immunity and all applicable pleas and defenses shall be promptly asserted.
- 17. Indemnity for Underlying Sales and Supplemental Agreements.** Vendor shall be solely responsible for any customer claims or any disputes arising out of TIPS Sales or any Supplemental Agreement as if sold in the open-market. The Parties agree that TIPS shall not be liable for any claims arising out of Vendor's TIPS Sales or Supplemental Agreements, including but not limited to: allegations of product defect or insufficiency, allegations of service defect or insufficiency, allegations regarding delivery defect or insufficiency, allegations of fraud or misrepresentation, allegations regarding pricing or amounts owed for TIPS sales, and/or allegations regarding payment, over-payment, under-payment, or non-payment for TIPS Sales. Payment/Drafting, overpayment/over-drafting, under-payment/under-drafting, or non-payment for TIPS Sales between customer and Vendor and inspections, rejections, or acceptance of such purchases shall be the exclusive respective obligations of Vendor/Customer, and disputes shall be handled in accordance with the terms of the underlying Supplemental Agreement(s) entered into between Vendor and Customer. Vendor acknowledges that TIPS is not a dealer, subcontractor, agent, or reseller of Vendor's goods and services and shall not be responsible for any claims arising out of alleged insufficiencies or defects in Vendor's goods and services, should any arise.
- 18. Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the

Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

19. Vendor's Authorized Resellers. TIPS recognizes that many vendors operate in the open market through the use of resellers or dealers. For that reason, TIPS permits Vendor to authorize Authorized Resellers within its Vendor Portal and make TIPS Sales through the Authorized Reseller(s). Once authorized by Vendor in the Vendor Portal, the Authorized Reseller(s) may make TIPS sales to TIPS Members. However, all purchase documents must include: (1) Authorized Reseller's Name; (2) Vendor's Name, as known to TIPS, and; (3) Vendor's TIPS Contract Name and Number under which it is making the TIPS Sale. Either Vendor or Reseller may report the sale pursuant to the terms herein. However, Vendor agrees that it is legally responsible for all reporting and fee payment as described herein for TIPS Sales made by Authorized Resellers. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. The Parties intend that Vendor shall be responsible and liable for TIPS Sales made by Vendor's Authorized Resellers. Vendor agrees that it is voluntarily authorizing this Authorized Reseller and in doing so, Vendor agrees that it is doing so at its own risk and agrees to protect, indemnify, and hold TIPS harmless in accordance with Sections 14-17 above related to Authorized Reseller TIPS Sales made pursuant to this Agreement or purporting to be made pursuant to this Agreement that may be asserted against Vendor whether rightfully brought or otherwise. The Parties further agree that it is no defense to Vendor's breach of this Agreement that an Authorized Reseller caused Vendor of breach this Agreement.

20. Circumvention of TIPS Sales. When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Any request for quote, customer communication, or customer purchase initiated through or referencing a TIPS Contract shall be completed through TIPS pursuant to this Agreement. Any encouragement or participation by Vendor in circumventing a TIPS sale being completed may result in immediate termination of Vendor's TIPS Contract(s) for cause as well as preclusion from future TIPS opportunities at TIPS sole discretion.

21. State of Texas Franchise Tax. By signature hereon, Vendor hereby certifies that Vendor is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171 of the Texas Tax Code.

22. Termination.

- A) Termination for Convenience. TIPS may, by written notice to Vendor, terminate this Agreement for convenience, in whole or in part, at any time by giving thirty (30) days' written notice to Vendor of such termination, and specifying the effective date thereof.
- B) Termination for Cause. If Vendor fails to materially perform pursuant to the terms of this Agreement, TIPS shall provide written notice to Vendor specifying the default. If Vendor does not cure such default within thirty (30) days, TIPS may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.
- C) Vendor's Termination. If TIPS fails to materially perform pursuant to the terms of this Agreement, Vendor shall provide written notice to TIPS specifying the default ("Notice of Default"). If TIPS does not cure such default within thirty (30) days, Vendor may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.
- D) Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole

discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term

- E) Vendor hereby waives any and all claims for damages, including, but not limited, to consequential damages or lost profits, that might arise from TIPS' act of terminating this Agreement.

- 23. Survival Clause.** It is the intent of the Parties that this Agreement and procurement method applies to any TIPS Sale made during the life of this Agreement even if made on or near the Contract Expiration Date as defined herein. Thus, all TIPS Sales, including but not limited to: leases, service agreements, license agreements, open purchase orders, warranties, and contracts, even if they extend months or years past the TIPS Contract Expiration Date, shall survive the expiration or termination of this Agreement subject to the terms and conditions of the Supplemental Agreement between Customer and Vendor or unless otherwise specified herein.
- 24. Audit Rights.** Due to transparency statutes and public accountability requirements of TIPS and TIPS Members, Vendor shall at their sole expense, maintain documentation of all TIPS Sales for a period of three years from the time of the TIPS Sale. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Vendor's TIPS Pricing or TIPS Sales with thirty-days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without said notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with Vendor's TIPS Pricing, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format, and at the location acceptable to TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member. These audit rights shall survive termination of this Agreement for a period of one (1) year from the effective date of termination.
- 25. Conflicts of Interest.** The Parties confirm that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, this Agreement has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement. Vendor agrees that it has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation resulting in this Agreement.
- 26. Volume of TIPS Sales.** Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.
- 27. Compliance with the Law.** The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations applicable to their entity in connection with the programs contemplated under this Agreement.
- 28. Severability.** If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such term(s) or provision(s) shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.
- 29. 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 through no fault of its own then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon. Upon delivering such notice, the obligation of the affected party, so far as it is affected by such Force Majeure as described, shall be suspended during the continuance of the inability then claimed but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event that Vendor's obligations are suspended by reason of Force Majeure, all TIPS Sales accepted prior to the Force Majeure event shall be the legal responsibility of Vendor and the terms of the TIPS Sale Supplemental Agreement shall control Vendor's failure to fulfill for a Force Majeure event.
- 30. Immunity.** Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education

Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

- 31. Insurance Requirements.** Vendor agrees to maintain the following minimum insurance requirements for the duration of this Agreement. All policies held by Vendor to adhere to this term shall be written by a carrier with a financial size category of VII and at least a rating of "A-" by A.M. Best Key Rating Guide. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member. Vendor agrees that when Vendor or its subcontractors are liable for any damages or claims, Vendor's policy, shall be primary over any other valid and collectible insurance carried by the Member or TIPS.

General Liability: \$1,000,000 each Occurrence/Aggregate
Automobile Liability: \$300,000 Includes owned, hired & non-owned
Workers' Compensation: Statutory limits for the jurisdiction in which the Vendor performs under this Agreement. If Vendor performs in multiple jurisdictions, Vendor shall maintain the statutory limits for the jurisdiction with the greatest dollar policy limit requirement.
Umbrella Liability: \$1,000,000 each Occurrence/Aggregate

- 32. Waiver.** No waiver of any single breach or multiple breaches of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.
- 33. Binding Agreement.** This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective heirs, legal successors, and assigns.
- 34. Headings.** The paragraph headings contained in this Agreement are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.
- 35. Choice of Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Agreement or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of Texas, and each of the Parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or and contemplated transaction in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum.
- 36. Relationship of the Parties.** Nothing contained in this Agreement shall be construed to make one Party an agent of the other Party nor shall either party have any authority to bind the other in any respect, unless expressly authorized by the other party in writing. The Parties are independent contractors and nothing in this Agreement creates a relationship of employment, trust, agency or partnership between them.
- 37. Assignment.** No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by a Party hereto without the prior written consent of the other Party. Written consent of TIPS shall not be unreasonably withheld.
- 38. Minimum Condition and Warranty Requirements for TIPS Sales.** All goods quoted or sold through a TIPS Sale shall be new unless clearly stated otherwise in writing. All new goods and services shall include the applicable manufacturers minimum standard warranty unless otherwise agreed to in the Supplemental Agreement.

- 39. Minimum Customer Support Requirements for TIPS Sales.** Vendor shall provide timely and commercially reasonable support for TIPS Sales or as agreed to in the applicable Supplemental Agreement.
- 40. Minimum Shipping Requirements for TIPS Sales.** Vendor shall ship, deliver, or provide ordered goods and services within a commercially reasonable time after acceptance of the order. If a delay in delivery is anticipated, Vendor shall notify the TIPS Member as to why delivery is delayed and provide an updated estimated time for completion. The TIPS Member may cancel the order if the delay is not commercially acceptable or not consistent with the Supplemental Agreement applicable to the order.
- 41. Minimum Vendor License Requirements.** Vendor shall maintain, in current status, all federal, state, and local licenses, bonds and permits required for the operation of the business conducted by Vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the TIPS Agreement. TIPS and TIPS Members reserve the right to stop work and/or cancel a TIPS Sale or terminate this or any TIPS Sale Supplemental Agreement involving Vendor if Vendor's license(s) required to perform under this Agreement or under the specific TIPS Sale have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.
- 42. Minimum Vendor Legal Requirements.** Vendor shall remain aware of and comply with this Agreement and all local, state, and federal laws governing the sale of products/services offered by Vendor under this contract. Such applicable laws, ordinances, and policies must be complied with even if not specified herein.
- 43. Minimum Site Requirements for TIPS Sales (*when applicable to TIPS Sale*).**

Cleanup: When performing work on site at a TIPS Member's property, Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by the TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Vendor shall not begin a project for which a TIPS Member has not prepared the site, unless Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in the TIPS Sale 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, Vendor agrees that no employee of Vendor or a subcontractor 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 unless otherwise agreed by the TIPS Member. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the TIPS Sale at the TIPS Member's discretion. 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: 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. Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking: Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes, ordinances, and policies.

- 44. Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, Vendor's Authorized Reseller, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale, Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as stated herein.
- 45. Marketing.** Vendor agrees to allow TIPS to use their name and logo within the TIPS website, database, marketing materials, and advertisements unless Vendor negotiates this term to include a specific acceptable-use directive. Any use of TIPS' name and logo or any form of publicity, inclusive of press release, regarding this Agreement by Vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to tips@tips-usa.com. For marketing efforts directed to TIPS Members, Vendor must request and execute a separate Joint Marketing Disclaimer, at marketing@tips-usa.com, before TIPS can release contact information for TIPS Member entities for the purpose of marketing your TIPS contract(s). Vendor must adhere to strict Marketing Requirements once a disclaimer is executed. The Joint Marketing Disclaimer is a supplemental agreement specific to joint marketing efforts and has no effect on the terms of the TIPS Vendor Agreement. Vendor agrees that any images, photos, writing, audio, clip art,

music, or any other intellectual property ("Property") or Vendor Data utilized, provided, or approved by Vendor during the course of the joint marketing efforts are either the exclusive property of Vendor, or Vendor has all necessary rights, license, and permissions to utilize said Property in the joint marketing efforts. Vendor agrees that they shall indemnify and hold harmless TIPS and its employees, officers, agents, representatives, contractors, assignees, designees, and TIPS Members from any and all claims, damages, and judgments involving infringement of patent, copyright, trade secrets, trade or services marks, and any other intellectual or intangible property rights and/or claims arising from the Vendor's (including Vendor's officers', employees', agents', Authorized Resellers', subcontractors', licensees', or invitees') unauthorized use or distribution of Vendor Data and Property.

46. **Tax Exempt Status of TIPS Members.** Most TIPS Members are tax exempt entities and the laws and regulations applicable to the specific TIPS Member customer shall control.
47. **Automatic Renewal Limitation for TIPS Sales.** No TIPS Sale may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.
48. **Choice of Law Limitation for TIPS Sales.** Vendor agrees that if any "Choice of Law" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the TIPS Sale agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.
49. **Venue Limitation for TIPS Sales.** Vendor agrees that if any "Venue" provision is included in any TIPS Sale Agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.
50. **Indemnity Limitation for TIPS Sales.** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any TIPS sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.
51. **Arbitration Limitation for TIPS Sales.** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may not require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

In Witness Whereof, the parties hereto, each acting under due and proper authority, have signed this Agreement.

TIPS VENDOR AGREEMENT SIGNATURE FORM

TIPS RFP 230105 Technology Solutions, Products, and Services

Vendor Name: ZSPACE, INC

Vendor Address: 2050 GATEWAY PLACE, SUITE 100-302

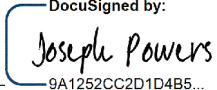
City: SAN JOSE State: CA Zip Code: 95110

Vendor Authorized Signatory Name: Joseph Powers

Vendor Authorized Signatory Title: Chief Financial Officer

Vendor Authorized Signatory Phone: 408-498-4050 x 4103

Vendor Authorized Signatory Email: RFP@ZSAPCE.COM

Vendor Authorized Signature:  Date: February 8, 2023

(The following is for TIPS completion only)

TIPS Authorized Signatory Name: Dr. David Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature:  Date: 6/23/2023



230105
zSpace, Inc.
zSpace, Inc.
Supplier Response

Event Information

Number: 230105

Title: Technology Solutions, Products, and Services

Type: Request for Proposal

Issue Date: 1/5/2023

Deadline: 2/17/2023 03:00 PM (CT)

Notes: This is a solicitation issued by The Interlocal Purchasing System (TIPS), a department of Texas Region 8 Education Service Center. It is an Indefinite Delivery, Indefinite Quantity ("IDIQ") solicitation. It will result in contracts that provide, through adoption/"piggyback" an indefinite quantity of supplies/services, during a fixed period of time, to TIPS public entity and qualifying non-profit "TIPS Members" throughout the nation. Thus, there is no specific project or scope of work to review. Rather this solicitation is issued as a prospective award for utilization when any TIPS Member needs the goods or services offered during the life of the agreement.

IF YOU CURRENTLY HOLDS TIPS CONTRACT 200105 TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES ("200105"), YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF CONTRACT UNLESS YOU HOLD ANOTHER CURRENT TIPS CONTRACT THAT COVERS ALL OF YOUR TECHNOLOGY OFFERINGS. THIS AWARDED CONTRACT WILL REPLACE YOUR EXPIRING TIPS CONTRACT 200105.

IF YOU HOLD A TIPS "TECHNOLOGY SOLUTIONS, PRODUCTS,

AND SERVICES" CONTRACT OTHER THAN 200105 AND YOU CHOOSE TO RESPOND HEREIN, YOUR EXISTING TIPS "TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES" CONTRACT WILL BE TERMINATED AND REPLACED BY THIS CONTRACT.

IF YOU HOLD ANOTHER TIPS CONTRACT OTHER THAN 200105 WHICH COVERS ALL OF YOUR TECHNOLOGY OFFERINGS AND YOU ARE SATISFIED WITH IT, THERE IS NO NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU PREFER TO HOLD BOTH CONTRACTS OR REPLACE YOUR EXISTING TIPS "TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES" CONTRACT.

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

zSpace, Inc. Information

Contact: Dawn Khatami
Address: 2050 Gateway Place
Suite 100-302
San Jose, CA 95110
Phone: (408) 498-4050 x4103
Fax: (408) 716-2460
Email: rfp@zspace.com
Web Address: zspace.com

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

Joseph Powers

Signature

Submitted at 2/16/2023 03:47:36 PM (CT)

RFP@zspace.com

Email

Supplier Note

zSpace is currently awarded RFP#200105 and, prior to that, RFP#170306. We look forward to continuing our relationship with TIPS to provide its members with great products and services. Thank you for your consideration!

Requested Attachments

Pricing Form 1

230105 Pricing Form 1_ZSPACE.xlsx

Pricing Form 1 must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Pricing Form 2

230105 Pricing Form 2_ZSPACE.xlsx

Pricing Form 2 must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Alternate or Supplemental Pricing Documents

ZSPACE Pricing_TIPS#230105.xlsx

Optional. If when completing Pricing Form 1 & Pricing Form 2 you direct TIPS to view additional, alternate, or supplemental pricing documentation, you may upload that documentation.

Vendor Agreement

230105 Vendor Agreement_ZSPACE.pdf

The Vendor Agreement must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, Vendor Name placed in the line provided at the top, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

Vendor Agreement Signature Form

230105 Vendor Agreement Signature Form_ZSPACE sgnd.pdf

The Vendor Agreement Signature Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

Reference Form

230105 Reference Form_ZSPACE.xls

The Reference Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. The Reference Form must be uploaded in Excel format.

Required Confidentiality Claim Form

230105 Required Confidentiality Claim Form_ZSPACE sgnd.pdf

The Required Confidentiality Claim Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. This is the only way for Vendor to assert confidentiality of any information submitted.

Conflict of Interest Questionnaire - Form CIQ

CIQ 2023 N-A sgnd.pdf

Do not upload this form unless you have a reportable conflict with TIPS. There is an Attribute entitled “Conflict of Interest Questionnaire Requirement” immediately followed by an Attribute entitled “Conflict of Interest Questionnaire Requirement – Form CIQ – Continued.” Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Conflict of Interest Questionnaire – Form CIQ must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded at this location.

Disclosure of Lobbying Activities - Standard Form - LLL

Disclosure of Lobbying Activities - Standard Form - LLL_NA.pdf

Do not upload this form unless Vendor has reportable lobbying activities. There are Attributes entitled, “2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment – Continued.” Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Disclosure of Lobbying Activities – Standard Form - LLL must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location.

Current Form W-9

ZSPACE 2023 W-9.pdf

Vendor must upload their current IRS Tax Form W-9. The legal name, EIN, and d/b/a's listed should match the information provided herein exactly. This form will be utilized by TIPS to properly identify your entity.

Certificates & Licenses (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display any applicable certificates or licenses (including HUB certificates) for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor’s Warranties, Terms, and Conditions (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display any standard warranties, terms, or conditions which are often applicable to their offerings for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Supplemental Vendor Information (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display or include any brochures, promotional documents, marketing materials, or other Vendor Information for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location.

These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor Logo (Supplemental Vendor Information Only)

No response

Optional. If Vendor desires that their logo be displayed on their public TIPS profile for TIPS and TIPS Member viewing, Vendor may upload that logo at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Response Attachments

_ zSpace RFP Presentation_CTE- K-12.pdf

PDF "Slide" presentation, brochures etc.

Bid Attributes

1 Disadvantaged/Minority/Women Business & Federal HUBZone
Some participating public entities are required to seek Disadvantaged/Minority/Women Business & Federal HUBZone ("D/M/WBE/Federal HUBZone") vendors. Does Vendor certify that their entity is a D/M/WBE/Federal HUBZone vendor?
If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.
<input type="text" value="NO"/>
2 Historically Underutilized Business (HUB)
Some participating public entities are required to seek Historically Underutilized Business (HUB) vendors as defined by the Texas Comptroller of Public Accounts Statewide HUB Program. Does Vendor certify that their entity is a HUB vendor?
If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.
<input type="text" value="No"/>
3 National Coverage
Can the Vendor provide its proposed goods and services to all 50 US States?
<input type="text" value="Yes"/>
4 States Served
If Vendor answered "No" to the question entitled "National Coverage," please list all states where vendor can provide the goods and services proposed directly below. Your response may dictate which potential TIPS Member customers consider purchasing your offerings.
<input type="text" value="No response"/>
5 Description of Vendor Entity and Vendor's Goods & Services
If awarded, this description of Vendor and Vendor's goods and services will appear on the TIPS website for customer/public viewing.
<input type="text" value="zSpace is a windows-based laptop with enhanced features allowing students to participate in an augmented and virtual reality (AR/VR) learning experience through student-centered activities that supplement and align with existing K12 (STEM), CTE, & Higher Education curricula."/>
6 Primary Contact Name
Please identify the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract.
<input type="text" value="Dawn Khatami"/>
7 Primary Contact Title
Primary Contact Title
<input type="text" value="Contracts/Vendor Accounts manager"/>
8 Primary Contact Email
Please enter a valid email address that will definitely reach the Primary Contact.
<input type="text" value="RFP@ZSPACE.COM"/>

9 Primary Contact Phone

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

4084984103

10 Primary Contact Fax

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

4087162460

11 Primary Contact Mobile

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

4084107478

12 Secondary Contact Name

Please identify the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract.

Joseph Powers

13 Secondary Contact Title

Secondary Contact Title

CFO

14 Secondary Contact Email

Please enter a valid email address that will definitely reach the Secondary Contact.

RFP@ZSPACE.COM

15 Secondary Contact Phone

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

4084984103

16 Secondary Contact Fax

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

4087162460

17 Secondary Contact Mobile
Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

18 Administration Fee Contact Name
Please identify the individual who will be responsible for all payment, accounting, and other matters related to Vendor's TIPS Administration Fee due to TIPS for the duration of the contract.

19 Administration Fee Contact Email
Please enter a valid email address that will definitely reach the Administration Fee Contact.

20 Administration Fee Contact Phone
Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

21 Purchase Order and Sales Contact Name
Please identify the individual who will be responsible for receiving and processing purchase orders and sales under the TIPS Contract.

22 Purchase Order and Sales Contact Email
Please enter a valid email address that will definitely reach the Purchase Order and Sales Contact.

23 Purchase Order and Sales Contact Phone
Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

24 Company Website
Company Website (Format - www.company.com)

25 Entity D/B/A's and Assumed Names
You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.
In this question, please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the Legal Name under which you respond to this solicitation unless you organize otherwise with TIPS after award.

2 6	Primary Address
	Primary Address 2050 GATEWAY PLACE, SUITE 100-302

2 7	Primary Address City
	Primary Address City SAN JOSE

2 8	Primary Address State
	Primary Address State (2 Digit Abbreviation) CA

2 9	Primary Address Zip
	Primary Address Zip 95110-1036

3 0	Search Words Identifying Vendor
	Please list all search words and phrases to be included in the TIPS database related to your entity. Do not list words which are not associated with the bid category/scope (See bid title for general scope). This will help users find you through the TIPS website search function. You may include product names, manufacturers, specialized services, and other words associated with the scope of this solicitation. AR, VR, AUGMENTED REALITY, VIRTUAL REALITY, CTE, CAREER TECHNICAL EDUCATION, SCIENCE, ENGINEERING, MATH, STEM, STEAM, LEARNING STATIONS,

3 1	Certification of Vendor Residency (Required by the State of Texas)
	Does Vendor's parent company or majority owner: (A) have its principal place of business in Texas; or (B) employ at least 500 persons in Texas? Texas Education Code Section 44.031 requires that this information be considered in evaluation for certain contracts. However, Vendor response does not affect points, scoring, or potential award. <input type="text" value="No"/>

3 2	Vendor's Principal Place of Business (City)
	In what city is Vendor's principal place of business located? SAN JOSE

3 3	Vendor's Principal Place of Business (State)
	In what state is Vendor's principal place of business located? CA

3 4	Vendor's Years in Business
	How many years has the business submitting this proposal been operating in its current capacity and field of work? <input type="text" value="16"/>

3
5 **Certification Regarding Entire TIPS Agreement**

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract.

Does Vendor agree?

3
6 **Minimum Percentage Discount Offered to TIPS Members on all Goods and Services (READ CAREFULLY)**

Please read thoroughly and carefully as an error on your response can render your contract award unusable.

TIPS Members often turn to TIPS Contracts for ease of use and to receive discounted pricing.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing that you offer?

Vendor must respond with a percentage from 0%-100%. The percentage discount that you input below will be applied to your "Catalog Pricing", as defined in the solicitation, for all TIPS Sales made during the life of the contract. You cannot alter this percentage discount once the solicitation legally closes. You will always be required to discount every TIPS Sale by the percentage included below. If you add goods or services to your "Catalog Pricing" during the life of the contract, you will be required to sell those new items with this discount applied.

Example: In this example, you enter a 10% minimum percentage discount below. In year-one of your TIPS Contract, your published "Catalog Pricing" (website/store/published pricing) for "Tablet A" is \$100 and for "Tablet Set-Up Service" is \$100. In this example, you must sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - \$90, "Tablet Set-Up Service" - \$90. In year two of your TIPS Contract, you update your "Catalog Pricing" with the market. You add "Tablet B" to your "Catalog Pricing" for \$200 and have increased the price of "Tablet A" to \$110 and the price of "Tablet Set-Up Service" to \$110. In this example, after the "Catalog Pricing" update, you must still sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - \$99, "Tablet Set-Up Service" - \$99, and "Tablet B" - \$180.00.

If you cannot honor the discount on all goods and items now included or which may be added in the future with certainty, then you should offer a lesser discount percentage below.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing that you offer?

37 Honoring Vendor's Minimum Percentage Discount

Vendor is asked in these Attribute Questions to provide a Minimum Percentage Discount offered to TIPS Members on all goods and services sold under the TIPS Contract. Points will be assigned for your response and scoring of your proposal will be affected. A "YES" answer will be awarded the maximum 10 points and a "NO" answer will be awarded 0 points.

Does Vendor agree to honor the Minimum Percentage Discount off of their TIPS "Catalog Pricing" that Vendor proposed for all TIPS Sales made for the duration of the TIPS Contract?

38 Volume and Additional Discounts

In addition to the Minimum Percentage Discount proposed herein, does Vendor ever expect and intend to offer additional, greater, or volume discounts to TIPS Members?

Point(s) may be assigned for your response in the category of "Pricing" during scoring and evaluation.

39 "Catalog Pricing" and Pricing Requirements

This is a requirement of the TIPS Contract and is non-negotiable.

In this solicitation and resulting contract, "Catalog Pricing" shall be defined as:

"The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that:

- A. is regularly maintained by the manufacturer or Vendor of an item; and
- B. is either published or otherwise available for review by TIPS or a customer during the purchase process;
- C. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied.

If awarded on this TIPS Contract, for the duration of the contract, Vendor agrees to provide, upon request, their then current "Catalog Pricing." Or, in limited circumstances where Vendor has proposed the Percentage Mark-Up method of pricing in this proposal, proof of Vendor's "cost" may be accepted by TIPS in place of catalog pricing.

4 **EXCEPTIONS & DEVIATIONS TO TIPS STANDARD TERMS AND CONDITIONS**

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Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract. In the event of conflict between the terms of the finalized Vendor Agreement and one of the incorporated documents the terms and conditions which are in the best interest of governmental/qualifying non-profit TIPS Members shall control at TIPS sole discretion.

If Vendor responds, "No, Vendor does not agree" to this Attribute, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, answering "No, Vendor does not agree" may ultimately delay or prevent award.

Does Vendor agree with TIPS standard terms and conditions as presented in the TIPS solicitation document (RFP, RCSP, RFQ, or other) and the TIPS Vendor Agreement document?

4 **TIPS Sales Reporting Requirements**

1

This is a requirement of the TIPS Contract and is non-negotiable.

By submitting this proposal, Vendor certifies that Vendor will properly report all TIPS sales. With the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either:

(1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or;

(2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement.

No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion.

4
2 **TIPS Administration Fee Requirement and Acknowledgment**

This is a requirement of the TIPS Contract and is non-negotiable.

The collection of fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The TIPS Administration Fee is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of each TIPS Sale legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding RFP or RCSP document. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale.

By submitting a proposal, Vendor agrees that it has read, understands, and agrees to the published TIPS Administration Fee amount, calculation, and payment requirements. By submitting a proposal Vendor further confirms that all TIPS Pricing includes the TIPS Administration Fee and Vendor will not show adding the TIPS Administration Fee as a charge or line-item in any TIPS Sale.

4
3 **TIPS Member Access to Vendor Proposal & Documentation**

This is a requirement of the TIPS Contract and is non-negotiable.

Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's express consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation to TIPS Members or by TIPS Members. By submitting this proposal, Vendor certifies the foregoing.

4
4 **Non-Collusive Bidding Certificate**

This is a requirement of the TIPS Contract and is non-negotiable.

By submission of this proposal, the Vendor certifies that:

- 1) This proposal has been independently arrived at without collusion with any other entity, bidder, or with any competitor;
- 2) This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor;
- 3) No attempt has been or will be made to induce any other person, partnership or corporation to modify, submit, or not to submit a bid or proposal; and
- 4) The person signing this bid or proposal certifies that they are duly authorized to execute this proposal/contract on behalf of Vendor and they have fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf;

4 **Antitrust Certification Statements (Tex. Government Code § 2155.005)**

5 **This is a requirement of the TIPS Contract and is non-negotiable.**

By submission of this bid or proposal, Vendor certifies under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this proposal/contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Vendor) identified herein;

(2) In connection with this proposal, neither I nor any representative of Vendor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this proposal, neither I nor any representative of the Vendor has violated any federal antitrust law;

(4) Neither I nor any representative of Vendor has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

4 **Limitation on Out-of-State Litigation - Texas Business and Commerce Code § 272**

6 **This is a requirement of the TIPS Contract and is non-negotiable.**

Texas Business and Commerce Code § 272 prohibits a construction contract, or an agreement collateral to or affecting the construction contract, from containing a provision making the contract or agreement, or any conflict arising under the contract or agreement, subject to another state's law, litigation in the courts of another state, or arbitration in another state. If included in Texas construction contracts, such provisions are voidable by a party obligated by the contract or agreement to perform the work.

By submission of this proposal, Vendor acknowledges this law and ***if Vendor enters into a construction contract with a Texas TIPS Member*** under this procurement, Vendor certifies compliance.

4 **Required Confidentiality Claim Form**

7 **This is a requirement of the TIPS Contract and is non-negotiable.**

TIPS provides the required TIPS Confidentiality Claim Form in the "Attachments" section of this solicitation. Vendor must execute this form by either signing and waiving any confidentiality claim, or designating portions of Vendor's proposal confidential. If Vendor considers any portion of Vendor's proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form.

If TIPS receives a public information act or similar request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor documents deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion.

Notwithstanding any other Vendor designation of Vendor's proposal as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's agreement that proper execution of the required TIPS Confidentiality Claim Form is the only way to assert any portion of Vendor's proposal as confidential.

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Non-Discrimination Statement and Certification

This is a requirement of the TIPS Contract and is non-negotiable.

In accordance with Federal civil rights law, all U.S. Departments, including but not limited to the USDA, USDE, FEMA, are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by federal funds (not all bases apply to all programs).

Vendor certifies that Vendor will comply with applicable Non-Discrimination and Equal Opportunity provisions set forth in TIPS Member Customers' policies and other regulations at the local, state, and federal levels of governments.

Yes, I certify (Yes)

4
9

Limitation of Vendor Indemnification and Similar Clauses

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, is prohibited from indemnifying third-parties (pursuant to the Article 3, Section 52 of the Texas Constitution) except as otherwise specifically provided for by law or as ordered by a court of competent jurisdiction. Article 3, Section 52 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " and the Texas Attorney General has opined that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Thus, contract clauses which require TIPS to indemnify Vendor, pay liquidated damages, pay attorney's fees, waive Vendor's liability, or waive any applicable statute of limitations must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas."

Does Vendor agree?

Yes, I Agree (Yes)

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Alternative Dispute Resolution Limitations

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, does not agree to binding arbitration as a remedy to dispute and no such provision shall be permitted in this Agreement with TIPS. Vendor agrees that any claim arising out of or related to this Agreement, except those specifically and expressly waived or negotiated within this Agreement, may be subject to non-binding mediation at the request of either party to be conducted by a mutually agreed upon mediator as prerequisite to the filing of any lawsuit arising out of or related to this Agreement. Mediation shall be held in either Camp or Titus County, Texas. Agreements reached in mediation will be subject to the approval by the Region 8 ESC's Board of Directors, authorized signature of the Parties if approved by the Board of Directors, and, once approved by the Board of Directors and properly signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Does Vendor agree?

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1 **No Waiver of TIPS Immunity**

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

Does Vendor agree?

Yes, Vendor agrees (Yes)

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2 **Payment Terms and Funding Out Clause**

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that TIPS and TIPS Members shall not be liable for interest or late-payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding-Out Clause: Vendor agrees to abide by the applicable laws and regulations, including but not limited to Texas Local Government Code § 271.903, or any other statutory or regulatory limitation of the jurisdiction of any TIPS Member, which requires that contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

Does Vendor agree?

Yes, Vendor agrees (Yes)

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3 **Certification Regarding Prohibition of Certain Terrorist Organizations (Tex. Gov. Code 2270)**

Vendor certifies that Vendor is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Does Vendor certify?

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4 **Certification Regarding Prohibition of Boycotting Israel (Tex. Gov. Code 2271)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any agreement with a TIPS Member under this procurement has value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Vendor certifies, where applicable, that neither the Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any, boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory but does not include an action made for ordinary business purposes.

When applicable, does Vendor certify?

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Certification Regarding Prohibition of Contracts with Certain Foreign-Owned Companies (Tex. Gov. Code 2274)

Certain public entities are prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by a customer for product warranty and support purposes.

Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country.

For purposes of this certification, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." Vendor certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

When applicable, does Vendor certify?

Yes

**5 Certification Regarding Prohibition of Discrimination Against Firearm and Ammunition Industries (Tex.
6 Gov. Code 2274)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities have a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under Tex. Gov. Code 2274 and (e) the purchasing public entity has determined that Vendor is not a sole-source provider or the purchasing public entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association.

For purposes of this Agreement, “discriminate against a firearm entity or firearm trade association” shall mean, with respect to the entity or association, to: “(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.”

“Discrimination against a firearm entity or firearm trade association” does not include: “(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association.”

When applicable, does Vendor certify?

Yes

Certification Regarding Termination of Contract for Non-Compliance (Tex. Gov. Code 552.374)

If Vendor is not a governmental body and (a) this Agreement or any Supplemental Agreement with a public entity has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by certain public entities; or (b) this Agreement or any Supplemental Agreement results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by certain public entities in their fiscal year, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov. Code 552.374, the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): "The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and Agreement and the Vendor agrees that this Agreement and any applicable Supplemental Agreement can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter."

Pursuant to Chapter 552 of the Texas Government Code, Vendor certifies that Vendor shall: (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member for the duration of the Agreement; (2) promptly provide to TIPS or the purchasing TIPS Member any contracting information related to the Agreement that is in the custody or possession of Vendor on request of TIPS or the purchasing TIPS Member; and (3) on completion of the Agreement, either (a) provide at no cost to TIPS or the purchasing TIPS Member all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member.

When applicable, does Vendor certify?

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Certification Regarding Prohibition of Boycotting Certain Energy Companies (Tex. Gov. Code 2274)

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement or any applicable Supplemental Agreement.

For purposes of this certification the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit.

The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." (See Tex. Gov. Code 809.001).

When applicable, does Vendor certify?

Yes

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Felony Conviction Notice - Texas Education Code 44.034

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states, "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Subsection (c) states, "This section does not apply to a publicly held corporation."

Vendor certifies one of the following:

- A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable, or;
- B. My firm is not owned nor operated by anyone who has been convicted of a felony, or;
- C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

If Vendor responds with Option (C), Vendor is required to provide information in the next attribute.

B. My firm is not owned nor operated by felon.

60 Felony Conviction Notice - Texas Education Code 44.034 - Continued

If Vendor selected Option (C) in the previous attribute, Vendor must provide the following information herein:

1. Name of Felon(s)
2. The Felon(s) title/role in Vendor's entity, and
3. Details of Felon(s) Conviction(s).

61 Conflict of Interest Questionnaire Requirement

Vendor agrees that it has looked up, read, and understood the current version of Texas Local Government Code Chapter 176 which generally requires disclosures of conflicts of interests by Vendor hereunder if Vendor:

- (1) has an employment or other business relationship with a local government officer of our local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of our local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of our local governmental entity.
- (4) Any other financial, commercial, or familial relationship with our local government that may warrant reporting under this statute.

Does Vendor certify that it has NO reportable conflict of interest?

62 Conflict of Interest Questionnaire Requirement - Form CIQ - Continued

If you responded "No, Vendor does not certify - VENDOR HAS CONFLICT" to the Conflict of Interest Questionnaire question above, you are required by law to fully execute and upload the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ." If you accurately claimed no conflict above, you may disregard the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ."

Have you uploaded this form if applicable?

63 Upload of Current W-9 Required

Vendors are required by TIPS to upload a current, accurate W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

64 Regulatory Good Standing Certification

Does Vendor certify that its entity is in good standing with all government entities and agencies, whether local, state, or federal, that regulate any aspect of Vendor's field of work or business operations?

If Vendor selects "No", Vendor must provide explanation on the following attribute question.

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5 **Regulatory Good Standing Certification - Explanation - Continued**

If Vendor responded to the prior attribute that "No", Vendor is not in good standing, Vendor must provide an explanation of that lack of good standing here for TIPS consideration.

No response

6
6 **Instructions Only - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**
Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

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

6 **Suspension or Debarment Certification**

7

Read the instructions in the attribute above and then answer the following accurately.

Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Does Vendor certify?

6 **Vendor Certification of Criminal History - Texas Education Code Chapter 22**

8

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

DEFINITIONS

Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

Vendor certifies:

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

OR

SOME (Section B): Some or all of the employees of Vendor and any subcontractor are covered employees. If this box is checked, I further certify that: (1) Vendor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history; (2) If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify the purchasing entity in writing within 3 business days; (3) Upon request, Vendor will provide the purchasing entity with the name and any other requested information of covered employees so that the purchasing entity may obtain criminal history record information on the covered employees; (4) If the purchasing entity objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor agrees to discontinue using that covered employee to provide services at the purchasing entity.

Which option does Vendor certify?

69 Certification Regarding "Choice of Law" Terms with TIPS Members

Vendor agrees that if any "Choice of Law" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the sales agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

70 Certification Regarding "Venue" Terms with TIPS Members

Vendor agrees that if any "Venue" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution is shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

71 Certification Regarding "Automatic Renewal" Terms with TIPS Members

Vendor agrees that no TIPS Sale may incorporate an "Automatic Renewal" clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing a Supplemental Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

**7
2 Certification Regarding "Indemnity" Terms with TIPS Members**

Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

**7
3 Certification Regarding "Arbitration" Terms with TIPS Members**

Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may **not** require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

**7
4 2 CFR PART 200 AND FEDERAL CONTRACT PROVISIONS EXPLANATION**

TIPS and TIPS Members will sometimes seek to make purchases with federal funds. In accordance with 2 C.F.R. Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (sometimes referred to as "EDGAR"), Vendor's response to the following questions labeled "2 CFR Part 200 or Federal Provision" will indicate Vendor's willingness and ability to comply with certain requirements which may be applicable to TIPS purchases paid for with federal funds, if accepted by Vendor.

Your responses to the following questions labeled "2 CFR Part 200 or Federal Provision" will dictate whether TIPS can list this awarded contract as viable to be considered for a federal fund purchase. **Failure to certify all requirements labeled "2 CFR Part 200 or Federal Provision" will mean that your contract is listed as not viable for the receipt of federal funds. However, it will not prevent award.**

If you do enter into a TIPS Sale when you are accepting federal funds, the contract between you and the TIPS Member will likely require these same certifications.

7 5 2 CFR Part 200 or Federal Provision - Vendor Willingness to Accept Federal Funds

This certification is not required by federal law. However, TIPS Members are public entities and qualifying non-profits which often receive federal funding and grants (ESSER, CARES Act, EDGAR, etc.) **Accepting such funds often requires additional required certifications and responsibilities for Vendor.** The following attribute questions include these required certifications. Your response to this questions, the following certifications, and other factors will determine whether your contract award will be deemed as eligible for federal fund expenditures by TIPS Members.

If awarded, is Vendor willing to accept payment for goods and services offered under this contract paid for by a TIPS Member with federal funds?

7 6 2 CFR Part 200 or Federal Provision - Contracts

Contracts for more than the simplified acquisition threshold currently set at \$250,000 (2 CFR § 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve 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?

7 7 2 CFR Part 200 or Federal Provision - Termination

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

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The Vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

7 **2 CFR Part 200 or Federal Provision - Clean Air Act**

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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 the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

7 **2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment**

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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 the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

Does Vendor agree?

8 2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued

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

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

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

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

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

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

Does Vendor certify that it has NOT lobbied as described herein?

8 2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued

If you answered "No, Vendor does not certify - Lobbying to Report" to the above attribute question, you must download, read, execute, and upload the attachment entitled "Disclosure of Lobbying Activities - Standard Form - LLL", as instructed, to report the lobbying activities you performed or paid others to perform.

8 2 CFR Part 200 or Federal Provision - Federal Rule

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify compliance?

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2 CFR Part 200 or Federal Provision - 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: (1) 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; (2) 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.

Does vendor certify that it is in compliance with these provisions?

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2 CFR Part 200 or Federal Provision - Rights to Inventions

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above.

Does vendor certify?

2 CFR Part 200 or Federal Provision - Domestic Preferences for Procurements and Compliance with Buy America Provisions

As appropriate and to the extent consistent with law, TIPS Member Customers, to the greatest extent practicable under a Federal award, may provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. For purposes of 2 CFR Part 200.322,

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does Vendor Certify?

8 2 CFR Part 200 or Federal Provision - Ban on Foreign Telecommunications

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ESC 8 and TIPS Members are prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that use “covered telecommunications” equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications” equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use “covered telecommunications”, as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor certify?

8 2 CFR Part 200 or Federal Provision - Contract Cost & Price

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For contracts more than the simplified acquisition threshold currently set at \$250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor’s TIPS pricing and pricing terms proposed.

Does Vendor certify?

8 2 CFR Part 200 or Federal Provision - Equal Employment Opportunity

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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.”

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal opportunity clause is incorporated by reference here.

Does Vendor Certify?

8 2 CFR Part 200 or Federal Provision - Davis Bacon Act Compliance

Texas Statute requires compliance with 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 state and federal requirements, Vendor certifies that it will be in compliance with all applicable Davis-Bacon Act provisions if/when applicable.

Does Vendor certify?

9 2 CFR Part 200 or Federal Provision - Contract Work Hours and Safety Standards

Where applicable, all contracts awarded by ESC 8 and TIPS Members 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 the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award for all contracts resulting from this procurement process, Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does Vendor certify?

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2 CFR Part 200 or Federal Provision - FEMA Fund Certification & Certification of Access to Records

If and when Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract, or any contract resulting from this procurement, for the purposes of making audits, examinations, excerpts, and transcriptions. This right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

Does Vendor certify?

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2 CFR Part 200 or Federal Provision - Certification of Compliance with the Energy Policy and Conservation Act

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any state mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor certify?

93 **2 CFR Part 200 or Federal Provision - Certification of Compliance with Never Contract with the Enemy**

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of \$50,000.00, within the period of performance, and which are performed outside of the United States, including U.S. territories, are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. Per 2 CFR part 183, in the situation specified, ESC 8 and TIPS Members shall terminate any contract or agreement resulting from this procurement which violates the Never Contract with the Enemy regulation in 2 CFR part 183, including if Vendor is actively opposing the United States or coalition forces involved in a contingency operation in which members of the the Armed Forces are actively engaged in hostilities. Vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIS) for any contract terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply.

Does Vendor certify?

94 **2 CFR Part 200 or Federal Provision - Certification of Compliance with EPA Regulations**

For contracts resulting from this procurement, in excess of \$100,000.00 and paid for with federal funds, Vendor certifies that Vendor will comply with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does Vendor certify?

95 **2 CFR Part 200 or Federal Provision - Record Retention Requirements**

For contracts resulting from this procurement, paid for by ESC 8 or TIPS Members with federal funds, Vendor certifies that Vendor will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed.

Does Vendor certify?

96 **2 CFR Part 200 or Federal Provision - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

If you respond "Yes", you must respond to the following attribute question accurately. If you respond "No", you may skip the following attribute question.

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2 CFR Part 200 or Federal Provision - If "Yes" Response to Above Attribute - Continued - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

Only respond to this question if you responded "Yes" to the attribute question directly above. Skip this question if you responded "No" to the attribute question directly above.

Does Vendor certify that it will follow the following affirmative steps? Federal Regulation 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.

Does Vendor certify?

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ACKNOWLEDGMENT & BINDING CORPORATE AUTHORITY

By submitting this proposal, the individual(s) submitting on behalf of the Vendor certify that they are authorized by Vendor to complete and submit this proposal on behalf of Vendor and that this proposal was duly submitted on behalf of Vendor by authority of its governing body, if any, and within the scope of its corporate powers.

Vendor further certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if necessary, Vendor has consulted with counsel in understanding all portions of this solicitation.

TIPS 230105 Technology Solutions, Products, and Services	ZSAPCE, INC.
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TIPS REFERENCE FORM

All requested information must be typed and uploaded in Excel format. Do not handwrite or upload in any format other than Excel. Emails provided must be current and active. Do not include TIPS/Region 8 employees as a reference. The entities that you provide must be paying customers, not affiliates/partners/manufacturers/resellers, etc.



You must provide below at least three (3) references from three different entity customers, preferably government or non-profit entities, who have purchased goods or services from your vendor entity within the last three years.

Customer Entity Name	Customer Contact Name	Valid Contact Email	Valid Contact Phone
Example: ABC University	Director John Doe	jdoe@abcuniverisity.edu	800-111- 2222
San Angelo ISD	Dr. Jana Rueter	Jana.Rueter@saisd.org	325-947-3838
Lance Thompson ES/Northwest ISD	Amy Howell	ahowell@nisdtx.org	817-698-1800
Burleson ISD	Dr. Eric Kibodeaux	eric.kibodeaux@bisdmail.net	817-245-1000 x1135
El Paso	Eric Winkelman	ejwinkel@episid.org	915-230-2241
Winters ISD	Kathy Horner	kathy.horner@wintersisd.org	325-754-5574
Palm Beach County School District	Peter Licata	peter.licata@palmbeachschools.org	(561) 434-8118
Irvine Unified School District	Aaron Jetzer	aaronjetzer@jUSD.org	(949) 306-8231

REQUIRED CONFIDENTIALITY CLAIM FORM

(VENDOR MUST COMPLETE THE FOLLOWING VENDOR INFORMATION)

Vendor Entity Name: ZSPACE, INC

Vendor Authorized Signatory Name: Joseph Powers

Vendor Authorized Signatory Title: Chief Financial Officer

Vendor Authorized Signatory Email: RFP@ZSPACE.COM

Vendor Address: 2050 Gateway Place, Suite 100-302

City: SAN JOSE State: CA Zip Code: 95110

Vendor agrees that it is voluntarily providing its data (including but not limited to: Vendor information, Vendor documentation, Vendor’s proposal, Vendor pricing submitted or provided to TIPS, TIPS contract documents, TIPS correspondence, Vendor logos and images, Vendor’s contact information, Vendor’s brochures and commercial information, Vendor’s financial information, Vendor’s certifications, and any other Vendor information or documentation submitted to TIPS by Vendor and its agents) (Hereinafter, “Vendor Data”) to TIPS. Vendor understands and agrees that TIPS is a government entity subject to public information laws including but not limited to Texas Government Code (TGC) Chapter 552. Vendor agrees that regardless of confidentiality designations herein, Vendor’s submission of a proposal constitutes Vendor’s consent to the disclosure and release of Vendor’s Data and comprehensive proposal, including any information deemed confidential or proprietary herein, to and by TIPS Members.

Notwithstanding the foregoing permissible release to TIPS Members, if Vendor considers any portion of Vendor’s proposal to be otherwise confidential and not subject to public disclosure pursuant to public information laws, including but not limited to TGC Chapter 552, Vendor must properly execute **Option 1 only** below, attach to this PDF all documents and information that Vendor deems confidential, and upload the consolidated documentation. Regardless of the Option selected below, this form must be completed and uploaded to the “Response Attachments” section of the eBid System entitled “Required Confidentiality Claim Form.” Execution and submission of this form is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a request, a Public Information Request, or subpoena. If TIPS receives a request, any responsive documentation not deemed confidential by you through proper execution of Option 1 of this form will be automatically released. For information deemed confidential by you through proper execution of Option 1 of this form, TIPS will follow procedures of controlling statute(s) regarding withholding that documentation and shall not be liable for any release of information required by law, including Attorney General opinion or court order.

(VENDOR MUST COMPLETE ONE OF THE TWO OPTIONS AND UPLOAD IN THE EBID SYSTEM)

OPTION 1 – DESIGNATING CONFIDENTIAL MATERIALS – YES, VENDOR HAS ATTACHED CONFIDENTIAL MATERIALS

(Confirm each bullet point and sign below)

- Vendor claims some Vendor Data confidential to the extent permitted by TGC Chapter 552 and other applicable law.
- Vendor attached to this PDF all potentially confidential Vendor Data and listed the number of attached pages below.
- Vendor’s authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Number of pages attached deemed confidential: _____

Authorized Signature: _____

OPTION 2 – WAIVER OF CONFIDENTIALITY – NO, VENDOR HAS NOT ATTACHED CONFIDENTIAL MATERIALS

(Confirm each bullet point and sign below)

By signing for Option 2 below, Vendor expressly waives any confidentiality claim for all Vendor Data submitted in relation to this proposal and resulting contract. Vendor confirms that TIPS may freely release Vendor Data submitted in relation to this proposal or resulting contract to any requestor. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of Vendor Data by TIPS or TIPS Members.

- Vendor’s authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Authorized Signature: DocuSigned by:
Joseph Powers
9A1252CC2D1D4B5... _____

VENDOR SUPPLEMENTAL INFORMATION

TIPS permits Vendors to submit supplemental documentation and information (“Vendor Supplemental Information”) with their proposals to display to TIPS Member Customers their qualifications, offerings, and special terms. The following documents are for marketing and informational purposes only. They are not terms of Vendor’s TIPS Contract. If the Vendor Supplemental Information herein contains any warranties, terms, or conditions, the TIPS Member Customer may review and determine whether or not those are applicable and acceptable for any TIPS purchase before proceeding. If the Vendor Supplemental Information contains any licenses or certificates, TIPS encourages the TIPS Member Customer to ensure current accuracy at the time of a TIPS purchase.



zSpace

Breaking Barriers:
Learning through AR/VR Experiences

Technology Landscape

Virtual Reality: HMDs



- Complete immersion and isolation from surroundings
- Independent experience

zSpace



- Elements of immersion and augmented experience
- Encourages a shared experience with collaboration
- High level of interactivity and use of Next Generation Skills

Augmented Reality



- Real world with digital content included
- Can be a shared experience with collaboration



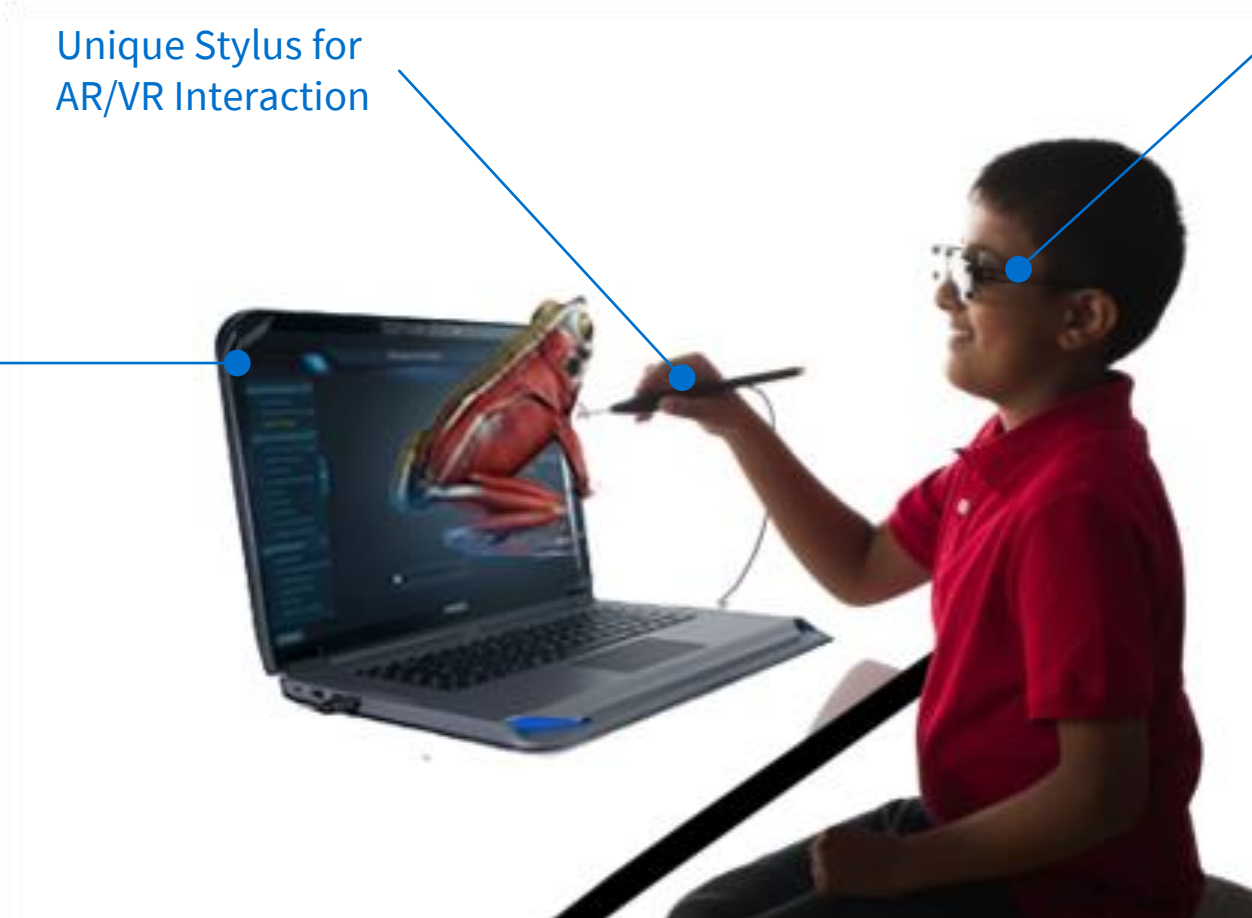
zSpace Laptop Package

What's Included?

High Definition,
Color 3D Display
with Head Tracking

Unique Stylus for
AR/VR Interaction

3D Tracked Glasses



1 Year Warranty

The new zSpace Learning Station

Ditch the eyewear and deliver hands-on Augmented and Virtual Reality experiences in math, science, and career and technical education.

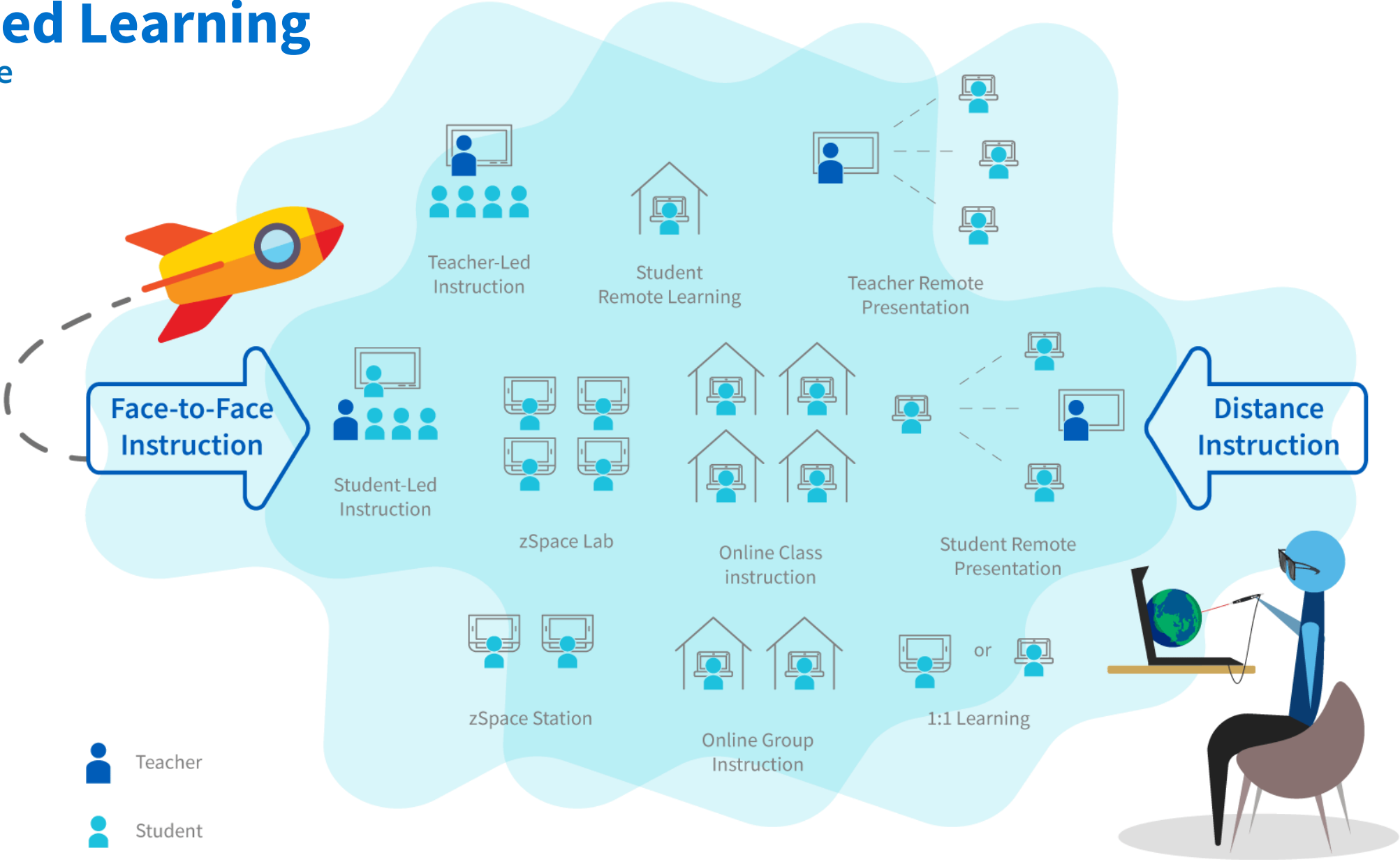
Support advanced computing activities such as eSports and CAD software.



	zSpace Learning Station	zSpace Learning Station Pro
Operating System	Windows 11 Pro 64-bit	Windows 11 Pro 64-bit
CPU and chipset	Intel Core™ i5-11400H processor	Intel Core™ i7-11800H processor
Memory	Dual-channel 16GB DDR4 SDRAM	Dual-channel 32GB DDR4 SDRAM
Display	15.6" HD Display with IPS technology Ultra HD 3840 x 2160 in 2D mode, Acer ColorBlast technology, Pantone® validated, Delta E<2, 100% Adobe RGB color gamut, SpatialLabs 3D Stereoscopic module, 1920 x 2160 in 3D mode	15.6" HD Display with IPS technology Ultra HD 3840 x 2160 in 2D mode, Acer ColorBlast technology, Pantone® validated, Delta E<2, 100% Adobe RGB color gamut, SpatialLabs 3D Stereoscopic module, 1920 x 2160 in 3D mode
Graphics	NVIDIA® GeForce RTX™ 3060 with and 6GB GDDR6 VRAM	NVIDIA® GeForce RTX™ 3080 with and 6GB GDDR6 VRAM
Storage	512 GB SSD, PCIe Gen4, 16 Gb/s, NVMe	1 TB SSD, PCIe Gen4, 16 Gb/s, NVMe
Webcam	1280 x 720 resolution 720p HD audio/video recording	1280 x 720 resolution 720p HD audio/video recording
Eye-tracking Camera	1280 x 480 resolution (VGA x 2) with SpatialLabs technology	1280 x 480 resolution (VGA x 2) with SpatialLabs technology
Wireless and networking	Intel® Wireless Wi-Fi6 AX201 802.11a/b/g/n/ac/2+ax wireless LAN Supports Bluetooth® 5.1 Gigabit Ethernet, Wake-on-LAN ready	Intel® Wireless Wi-Fi6 AX201 802.11a/b/g/n/ac/2+ax wireless LAN Supports Bluetooth® 5.1 Gigabit Ethernet, Wake-on-LAN ready
Input and Output	USB Type-C port: USB 3.2 Gen 2 Thunderbolt4 DisplayPort1.4 HDMI port with HDCP support SDCard reader Ethernet (RJ-45) port	USB Type-C port: USB 3.2 Gen 2 Thunderbolt4 DisplayPort1.4 HDMI port with HDCP support SDCard reader Ethernet (RJ-45) port

Blended Learning

with zSpace



AR/VR CTE Solutions

The logo for zSpace, featuring the letter 'z' in a teal color and 'Space' in a dark blue color, all contained within a white rectangular box. The background of the slide is blue with several faint, semi-transparent pie charts of various sizes scattered across it.

zSpace

EXPERIENCE ON DEMAND



WHAT VIRTUAL REALITY IS,
HOW IT WORKS, AND
WHAT IT CAN DO

JEREMY BAIENSON



zSpace allows educators to do things
that would otherwise be:

Dangerous
Impossible
Counterproductive
Expensive

NOCTI Partners with zSpace to Deliver AR/VR Training Aligned to Career and Technical Education Industry Certification Exams

zSpace Becomes First Augmented and Virtual Reality Product to be Endorsed by NOCTI

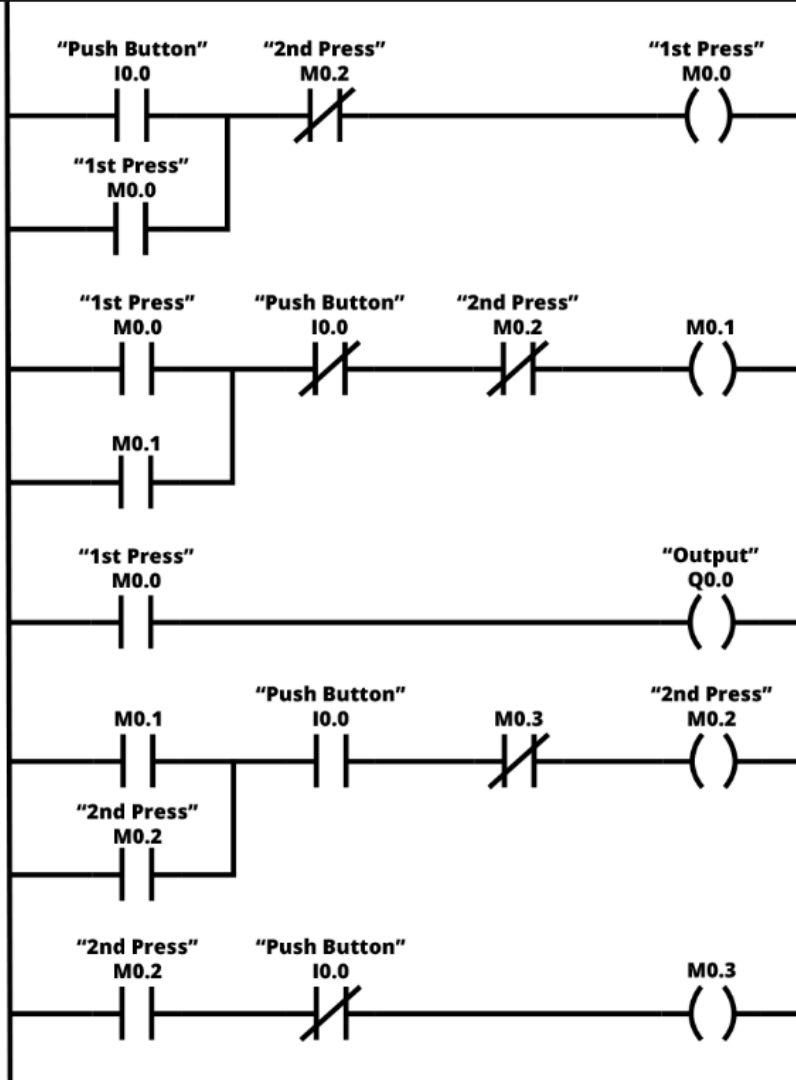


Industrial Robotics



Ladder Logic

Connecting to PLC



EasyPLC Editor

File Hardware Program Connection Tools Window Help Exit

Project Explorer

- Apples
 - Hardware
 - Software
 - Variables
 - Program
 - Init
 - Main
 - Apples
 - Functions
 - Data Blocks
 - Plugins
 - HMI

Apples

Segment - 1 - Start / Stop

SystemOn [0.0.3]	Flashing [CPU_Signal_1]	PushLight [0.0.0]
---------------------	----------------------------	----------------------

StartButton [I.0.3] StopButton [I.0.4] SystemOn [O.0.3]

SystemOn [O.0.3] PushLight [O.0.0] SystemOn [O.0.3]

Segment - 2 - If a box is detected, apples conveyor start moving

SystemOn [0.0.3]	BoxConveyor [0.0.1]	Boxes_PhotoCell [I.0.2]	ApplesConveyor [O.0.2]
---------------------	------------------------	----------------------------	---------------------------

SystemOn [O.0.3] BoxConveyor [O.0.1] Boxes_PhotoCell [I.0.2] ApplesConveyor [O.0.2]

Segment - 3 - Presence of the box and apple allow to start counter

Project opened successfully. | File: Machinesimulator3_Apples.plc | No Connection

Type here to search

10:40 AM
7/16/2023



Advanced Manufacturing

- Mechanical
- Fluid Power
- Pneumatic
- Industrial Robotics and Automation



Blueprints alignment



Mechatronics-Level 1

Introduction to Mechatronics: Safety

- Follow workplace electrical safety guidelines (NEC) lock-out/tag-out
- Identify safety components of workplace (e.g., fire protection, emergency exit plans, emergency routes, and confined spaces)
- Wear appropriate personal protective (PPE) safety equipment (NFPA 70-E)
- Interpret major parts of MSDS sheets
- Perform machine guarding procedures
- Administer first aid
- Properly use hand and power tools
- Perform proper HazCom operations (perform proper hazardous waste disposal)
- Follow workplace mechanical safety guidelines (e.g., energy isolation, potential energy)
- Use proper techniques to navigate workplace (walking and working surfaces)



Introduction to Mechatronics: Communication

- Use operating documents and work instructions
- Interpret equipment test, operating, and failure logs
- Verbalize instructions and communicate problems

Instrumentation and Measurement

- Properly use a voltmeter, multimeter, and ammeter
- Properly use a torque wrench
- Read various gauges
- Describe and identify sensors of various functions (e.g., pressure, flow)



Applicable applications



Blueprints alignment



Pre-Engineering & Engineering Technology

Safety

- Exhibit knowledge of appropriate personal safety procedures
- Describe the role of OSHA in the technical workplace
- Describe the use of standard safety equipment
- Select the appropriate safety equipment



Design Process & Problem Solving

- Identify principles of the problem solving process
- Outline the steps in the design process
- Translate word problems into mathematical statements
- Describe the importance of team participation in the design process
- Analyze solutions, identifying strengths and weaknesses
- Develop details of a solution
- Develop, test, and redesign prototypes



Manufacturing

- Identify common manufacturing operations (e.g., casting, molding, welding, finishing)
- Select appropriate hand tools for specific applications
- Select appropriate fasteners for specific applications
- Estimate and measure the size of objects using SI and US customary units
- Select appropriate measuring tools for specific applications
- Explain the role of quality control in manufacturing (e.g., tolerancing, datums, dimensioning)
- Distinguish between automated manufacturing control systems (e.g., PLCs, robotics, AGVs)

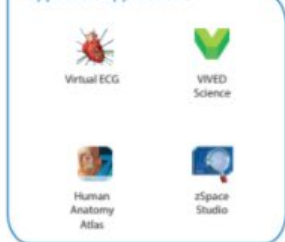


Applicable applications





Applicable applications



Practical Nursing

Communication and Employability

- Identify and use various forms of professional healthcare communication
- Demonstrate acceptable health habits for a healthcare professional
- Demonstrate appropriate professional behavior as a practical nurse
- Demonstrate basic computer skills related to practical nursing
- Report patient status and needs to appropriate healthcare team members
- Identify and apply appropriate medical terminology and abbreviations



Legal and Ethical Responsibilities

- Practice within the role and scope of the job description
- Explain the patient's "Bill of Rights"
- Maintain confidentiality and adhere to HIPAA guidelines
- Follow policies and procedures affecting the health, safety, and well-being of patients
- Recognize and report signs and symptoms of all forms of abuse and neglect
- Follow facility and legal guidelines related to documentation
- Identify the role of healthcare team members
- Appropriately utilize the chain of command
- Follow OSHA requirements

Anatomy, Physiology, and Pathophysiology

- Describe the relationships of body systems in providing patient care
- Describe the structure and function of body systems
- Describe characteristics of growth and development from conception to death



Applicable applications



Dental Assisting

Introduction to the Dental Assisting Profession

- Identify career roles, functions, obligations, and limitations of a dental assistant
- Identify professional organizations within the dental community
- Describe ethics and jurisprudence as they relate to the dental profession
- Identify the roles of the dental healthcare team
- Identify the major dental specialties

Communication Skills and Business Office Procedures

- Communicate with patients, dental team members, other health professionals, and the public
- Obtain, update, and file current documentation of patient record, status, and treatment
- Maintain procedures for legal access to patient records according to HIPAA standards
- Schedule and maintain appointment book, using computer and manual appointment systems
- Process and maintain inventory control systems



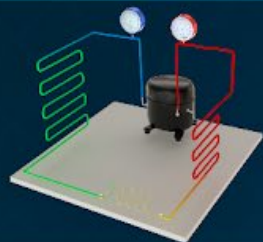
Dental Sciences

- Describe the body systems of general human anatomy
- Describe head and neck anatomy (e.g., muscles, cranial nerves, facial and cranial bones)
- Name and identify the location of teeth and their surfaces
- Describe the tissues of the tooth, functions, and landmarks of the oral cavity
- Define numbering systems of permanent and primary dentitions

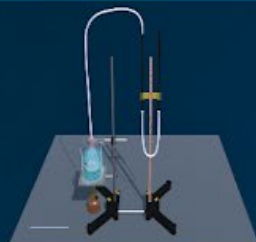


HVAC Fundamental

This trainer introduces the student to the basics of refrigeration and air conditioning. The trainer is a fully operational unit that contains the basic components found in many refrigeration and air conditioning systems.



**VAPOR COMPRESSION
CYCLE**



**PRESSURE AND
MEASUREMENTS**



**HEAT, TEMPERATURE AND
MEASUREMENTS**



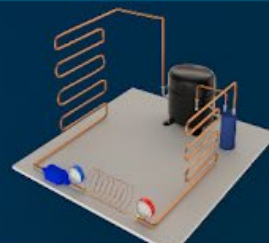
**RECIPROCATING HERMETIC
COMPRESSOR**



**EVAPORATOR, AIR
COOLED, FORCED AIR**



**CONDENSER, AIR COOLED,
FORCED AIR**



CAPILLARY TUBE



**THERMOSTATIC
EXPANSION VALVE**



Changing student experiences. Inspiring curiosity.



★ Improve Student Outcomes

We have seen an immediate impact on student understanding of complex concepts.

Motivate Students to Want to Learn

zSpace has given me the power to create. I can try anything. I wonder what I'll make.

★ Prepare Students for the Workplace

This is the technology and workplace tool of tomorrow and districts want to prepare their students for success in their career.

Deepen Understanding

My students ask deeper questions during the unit with zSpace. We went further into the unit than ever before.

Create Engagement

The object is so simple on the outside, but when you get inside, it's so complex. Once I was able to dissect, I started looking at everything. You learn more this way.

Implementation Examples



Los Altos, CA



Buffalo, NY



Palm Beach, FL



Plainview-Old
Bethpage, NY



Clark County, NV



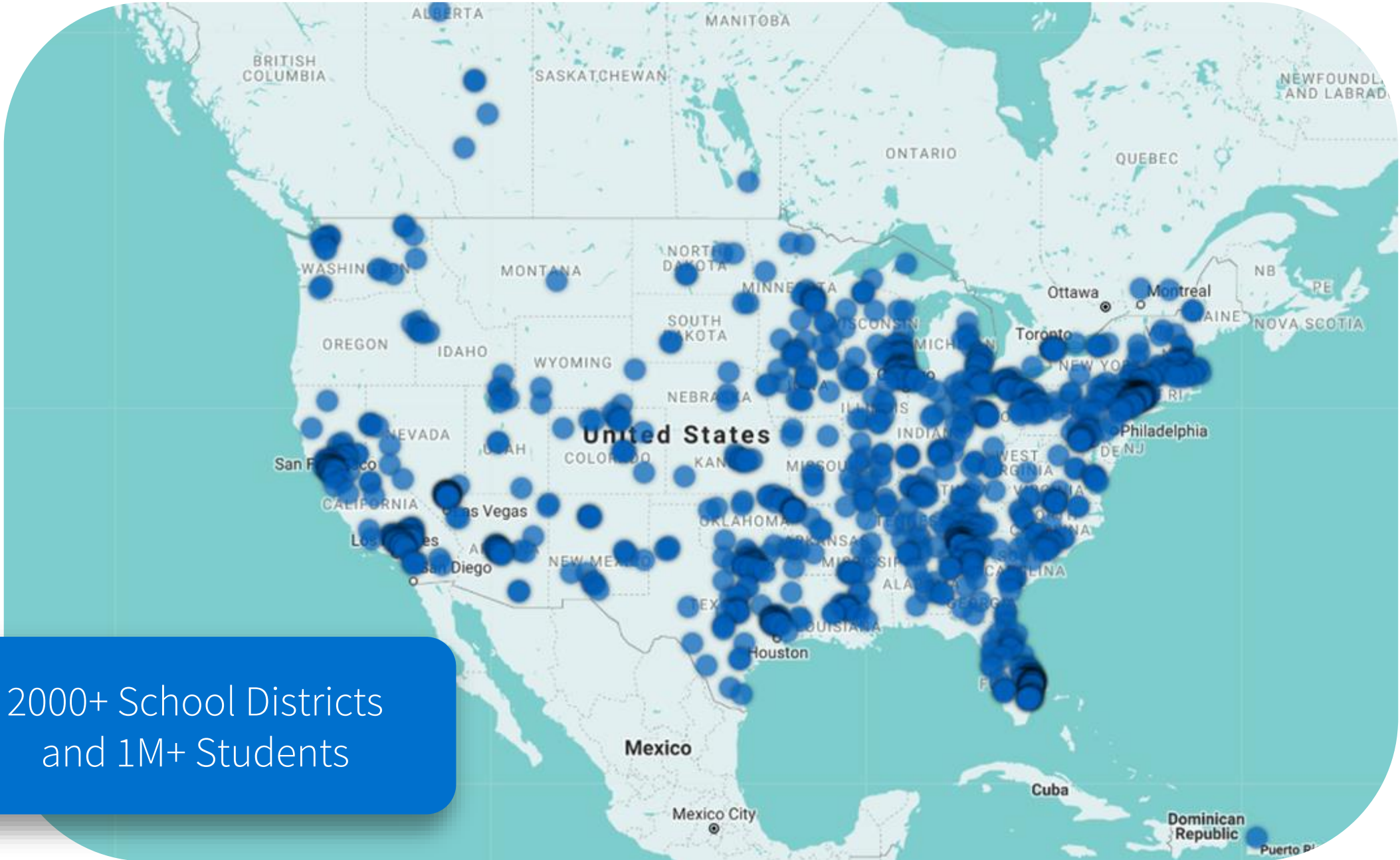
Bishop State CC, AL



St. Lucie, FL



Phenix City, AL



2000+ School Districts
and 1M+ Students

Content and Resources

Browse zSpace Learning Content



Earth and Space Science



Life Science



ELA



Geography



Social Science



Physical Science



Arts



Mathematics



Engineering Design



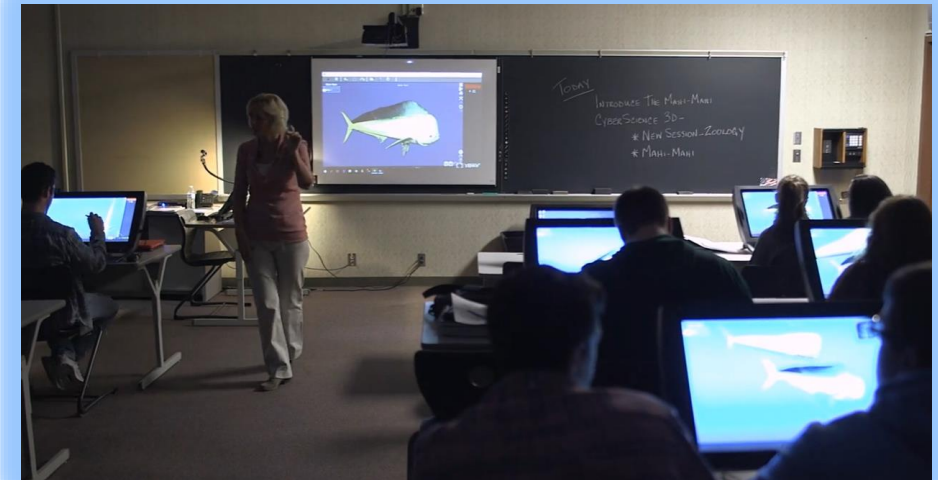
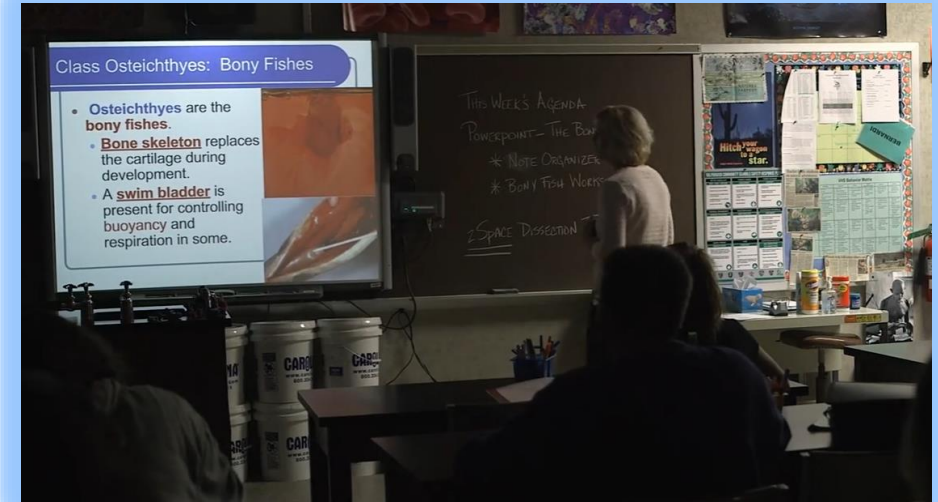
zSpace Studio Models



Unity Programming



CTE



**Valparaiso High School,
 Indiana**

Class Osteichthyes: Bony Fishes

- Osteichthyes are the **bony fishes**.
- **Bone skeleton** replaces the cartilage during development.
- A **swim bladder** is present for controlling buoyancy and respiration in some.



THIS WEEK'S AGENDA
POWERPOINT - THE BONY
* NOTE ORGANIZER
* BONY FISH WORKS
ZSPACE DISSECTION



Content and Resources

Electricity

Investigation: Conductivity

Conductivity Check

Investigation: Open and Closed

Challenge: Open and Closed

Investigation: Short Circuit

Challenge: Short Circuit

Investigation: Series vs. Parallel Circuits

Challenge: Series vs. Parallel Circuits

Heat and Cool Your School

Investigation: Realizing the Flow

Challenge: Realizing the Flow

Prefix Notation

String of Lights

Maximizing and Minimizing Resistance

Period and Frequency

Get That Current!

AND/OR Circuits

LEDs and Photons

Investigation: Open and Closed



Grade Range: Elementary School

Lesson Time: 40 minutes

Key Terms

Circuit
Closed Circuit
Components
Electricity
Open Circuit

Activity Overview

An open circuit is like a road that crosses a river when the bridge is out—not quite complete! Students will investigate the concept of circuits by comparing an open circuit with a closed circuit. They will observe electrical current flowing through the closed circuit, and they will explore ways to close the open circuit.

Essential Questions

1. How is energy transferred through electrical circuits?
2. Why are closed circuits necessary to transfer energy?

Objectives

- Observe the transfer of energy through a closed circuit
- Observe the absence of electrical current flow through an open circuit
- Identify methods of closing open circuits using materials from the Franklin's Lab Backpack

Introduction

Introduce the concepts of circuits and electricity flow by asking the students: "What is electricity? How does electricity allow you to turn on the lights in your house?" Explain to the students that they will compare an open circuit and closed circuit. They will also explore ways in which they can close an open circuit.

zSpace Activity

Activity Questions Provided in Franklin's Lab

Answers may vary. Sample answers are provided below.

1. Currently, there are two circuits on your breadboard. One circuit is "closed," and one circuit is "open."
2. Which circuit do you believe is "closed"? Explain why you chose this answer.

I believe the circuit on the left is closed because it looks like all the components of this circuit are attached in a circular way. Also, electrical current is flowing through the circuit on the left but not through the circuit on the right.



Software



STEAM



Learning Applications
(Newton's Park, Franklin's Lab, Curie's Elements, Euclid's Shapes, zSpace Experiences)



VIVED Science

ELEMENTARY



BlocksCAD 3D

MIDDLE

ADVANCED SCIENCE



VIVED
Anatomy



VIVED
Chemistry



VIVED
Science



Human
Anatomy
Atlas



MEL
Chemistry

**MIDDLE
(SPECIAL)**

HIGH

COLLEGE

CONCEPTUAL PS



Newton's
Park



zSpace
Experiences

Franklin's
Lab

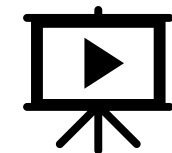
ADV. SCI. ADD ON

VISIBLE BODY



Human Anatomy
Atlas

STEAM ADD-ON





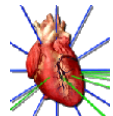
Career and Technical Education Software



HEALTH SCIENCES & PUBLIC SERVICES



Criminal Justice



Virtual ECG



Human Anatomy Atlas

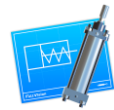


True 3D Scholar



VIVED Anatomy

ADVANCED MANUFACTURING & SKILLED TRADES



Advanced Manufacturing Hydraulics



Advanced Manufacturing Mechanical



Advanced Manufacturing Pneumatics



Industrial Robotics Expert



Industrial Robotics Mechanic



VIVED Construction



HVAC



Industrial Controls

AGRI-SCIENCE



VIVED Science



Virtual Veterinary Trainer



Wave NG Welding w/ Torch

TRANSPORTATION



Automotive Diagnostic



Automotive Expert



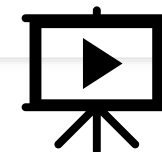
Automotive Mechanic

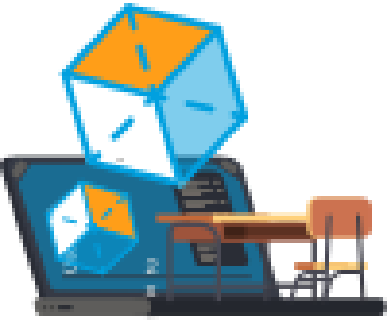


Electric Automotive Mechanic



Hybrid Automotive





Online Professional Development

- Over 25 courses – and growing!
- Application Use
- Technology Integration
- Troubleshooting and Technical Support



Getting Started

4 COURSES

Course Title	Description	Course Time	
First Day with Your Class and zSpace	Here are our recommendations for a first day with your students. We show how to introduce zSpace and begin building their skills to prepare for future learning experiences.	20 min	Launch Course ▶
Making the Most of zCentral	zCentral is your gateway where you can launch zSpace activities, applications, and tools, zSpace Studio models, and experiences—and search for content. zCentral also provides access to system management tools and helpful resources. Learn about the features and functions of zCentral in this course.	20 min	Launch Course ▶
zSpace Troubleshooting and How To...	This course will assist teachers and tech staff on frequently seen issues or questions. After taking this course you will know the licensing process (Activation and Deactivation), How to fix 3D experiences, Using the zSpace control panel to diagnose the system, and connecting with support.	20 min	Launch Course ▶
zView	This introductory course will help you use zView for demonstration purposes in a small group or whole class setting. The zView application and camera should be installed on the system before you start this course.	25 min	Launch Course ▶



zSpace Community

zSpace Community

Sign Up

Log In



Article: Teachers Turns Coronavirus into Classroom Learning Moments!

Community Postings health



0

57

Mar 12

3rd Grade Fractions

Community Uploads



2

38

Mar 10



Teaching about COVID-19 using zSpace

Share Lesson Ideas & Tips health burbank-public-schoo



1

69

Mar 10

Funny Shape Friend K-1 (v.2 Adapted)

Community Uploads



1

31

Mar 10



Daves Creek 2nd Grade Health Care Career

Community Uploads



1

32

Mar 9



Royall Elementary 1st Grade Needs and Wants

Community Uploads



1

41

Mar 6



Royall Elementary Kindergarten Rainbows and Leprechauns



1

33

Mar 6





Technical Resources

UPDATING

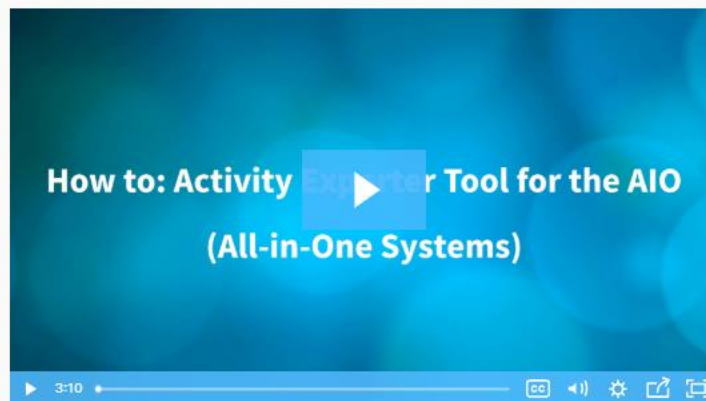
LICENSING

TROUBLESHOOTING AND DIAGNOSIS



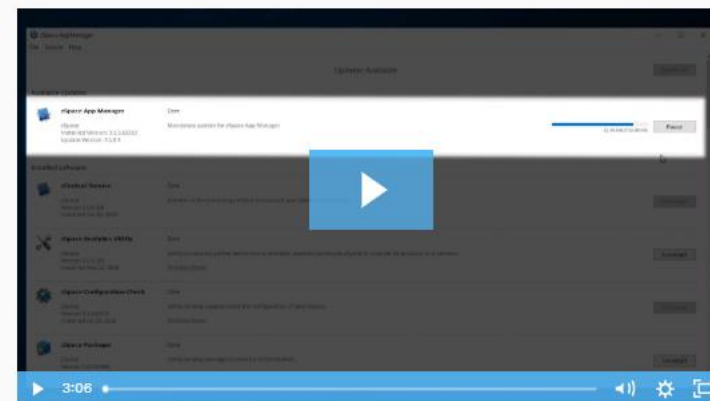
How To: Upgrade Your AIO From Classic to zSpace 2019

This 60 second video provides step by step instructions to upgrade your AIO (All-in-One) to zSpace 2019 applications. This includes updates to zSpace Studio, Franklin's Lab, and Newton's Park, enabling AIOs to run the same version found on the zSpace Laptop. Click [here](#) to learn more. *NOTE: If you currently use zSpace 200s, please contact support to learn more about upgrade options.



How to: Activity Exporter Tool for the AIO (All-in-One Systems)


This short video will help guide you through downloading and using the zSpace Exporter tool to export your existing activities into a folder you can access for our zSpace 2019 applications. (Activities from your teacher dashboard/ EDU server to an accessible folder to share with other zSpace machines) Click [here](#) to learn more.




How to Update zSpace

Keep your zSpace system up to date by knowing how to update your applications.

Documentation

 zSpace AIO Quickstart Guide (edu)


 zSpace Laptop Cart Quick Start Guide

 Laptop External Battery Guide

 Creating and Sharing Activities with Imported Models

 zSpace EDU Server Activity Exporter Tool

 Upgrading AIO to zSpace 2019

 Screen Recording for zSpace using the Windows Game Bar

Welcome to zSpace Customer Support

If not already registered, please click [here](#) to create an account. You will need to login in order to access some of our [downloads](#). Can't find what you are looking for? Contact zSpace Customer Support by clicking "[contact support](#)" at the top of this page.



Getting Started



Knowledge Base



Downloads



zSpace EDU

What's happening

Recent activity [Featured](#)

Tech notes

Laptop applications do not launch in stereo 3D
Article created 19 days ago

zSpace Utilities

zCentral Open zSpace Web Support Service Native Tool
Article created 1 month ago

Partner and 3rd Party Applications

GTAFE Industrial Robotics Mechanic product info
Article created 1 month ago

Partner and 3rd Party Applications

GTAFE Industrial Robotics Expert product info
Article created 1 month ago

Partner and 3rd Party Applications

MEL Chemistry by MEL Science product Info
Article created 1 month ago

[See More](#)

Product Updates [View All](#)

Announcements [Tech notes](#)

[Release notes for December 6, 2019](#)

[Release notes for November 8, 2019](#)

[Release notes for September 27, 2019](#)

[Upcoming changes to zSpace EDU Server and Teacher Dashboard](#)

[Laptop Display Performance](#)

[Windows 10 December 2018 Update](#)

Teacher Support

Back to School 2021 with zSpace AR/VR!

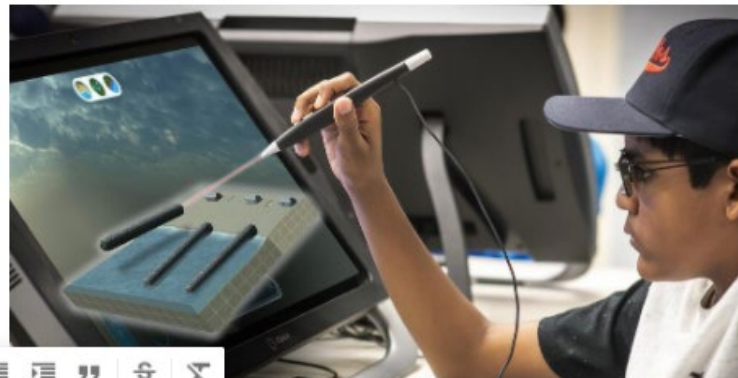
Thursday, January 14th, 2021

Time: 12:30 PT | 1:30 MT | 2:30 CT | 3:30 ET

Join the team to learn what's new from zSpace in 2021 including new features, applications, and activities to support remote and distance learning in the new year! We'll celebrate the new year by [Spinning the Wheel of Prizes](#).

- Learn about newest applications, zSpace Experiences, and activities
- Celebrate using zSpace with on-site, remote, and hybrid learning tools
- Receive tips and tricks for making the most of 2021

[Register for Back to School 2021 with zSpace!](#)

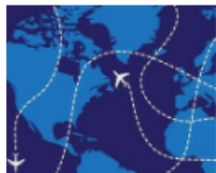


When Shift Happens...

Why You Need AR/VR in Your CTE Pathways

Tuesday, January 19, 2021

What happens when the public private partnership and AR/VR get together? Join the conversation and hear from three innovators doing this now! Why? Because Shift happens!



FETC Pre-Conference: A Virtual Field Trip to Schools Using AR/VR in their STEAM Programs

Tuesday, January 26, 2021

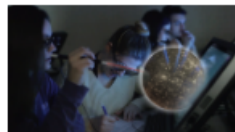
Join our Virtual Field Trip as we travel to schools, districts, and colleges across the US to learn how the implementation of AR/VR has changed remote, in-person, and blended instruction in STEAM and CTE.

US to learn how the implementation of AR/VR has changed remote, in-person, and blended instruction in STEAM and CTE.

TCEA Pre-Conference: Enhancing K12 STEM and CTE Programs with AR/VR

Tuesday, February 2, 2021

Discover how Texas districts are using AR/VR as a part of their blended learning strategy to prepare students for college and future STEM careers.



Saving Our Urban Community Garden: Using the Engineering Design Process to Solve a Local Issue

Wednesday, February 10, 2021

Learn how one school integrated AR/VR into Project-Based Learning to solve real-world problems - and achieved three STEAM Certifications in the process!

zSpace Adoption Success Strategies

Customer Profile

Number of units:

Applications:

Location of zSpace systems (lab, classroom, multi-room, etc):

zSpace Educator Resources

My zSpace Regional Sales Director:

www.zspace.com/edu

#	Success Indicators	What you may hear:	Success Strategies
1	<p>Instructional leaders have set attainable <i>short and long term goals</i> and expectations for zSpace and are monitoring the implementation plan and goal progress.</p>	<p>“ I am not sure what our procedures are for using zSpace”</p> <p>“I am not feeling like we are making progress towards our goals for integrating zSpace”</p>	<p><u>zSpace Support</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Develop long and short term goals with zSpace account manager <input type="checkbox"/> zSpace Goals Identification Guide <p><u>District/ School Level Support Strategies</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Set a usage goals based on teacher readiness <input type="checkbox"/> Start with <i>one content area</i> for integration (PD participants) <input type="checkbox"/> Identify teacher leaders who currently implement or who are willing to implement technology <input type="checkbox"/> Instructional Support/PD Contact(s): <ul style="list-style-type: none"> <input type="checkbox"/> Team Teaching/Model Teaching <input type="checkbox"/> Lead best practices/collaboration meetings/mini trainings <input type="checkbox"/> Administrative contact: <ul style="list-style-type: none"> <input type="checkbox"/> Checkpoints for monitoring implementation progress <input type="checkbox"/> Monitor progress towards reaching short and long-term goals
<p><u>Describe your plan for this success indicator:</u></p>			

zSpace Adoption Success Strategies

#	Success Indicators	What you may hear:	Success Strategies
2	The district/school has built capacity so that Instructional leaders and teachers feel confident integrating zSpace.	<p>“I am not comfortable teaching with zSpace yet.”</p> <p>“How will this help my students?”</p>	<p><u>zSpace Support/Resources</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> On-Site zSpace Professional Development <input type="checkbox"/> zSpace Online PD <input type="checkbox"/> www.zspace.com/edu resources <input type="checkbox"/> Concept to Classroom Curriculum Planning Document <p><u>District/ School level Support Strategies</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Provide access /opportunities for teachers to practice using zSpace <input type="checkbox"/> Team teaching <input type="checkbox"/> Peer observation <input type="checkbox"/> Teacher mentors/coaches <input type="checkbox"/> Collaboration/ team meeting to share best practices
	<p><u>Describe your plan for this success indicator:</u></p>		
3	Teachers can effectively make curriculum connections with zSpace.	<p>“I am not sure how to integrate zSpace into my curriculum.”</p>	<p><u>zSpace Support</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> On-Site zSpace Professional Development <input type="checkbox"/> zSpace Online PD <input type="checkbox"/> www.zspace.com/edu resources <input type="checkbox"/> Concept to Classroom Curriculum Planning Document <p><u>District or School Level Support Strategies</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Utilize professional learning community meetings to determine the units and unit locations where zSpace enhances or replaces current labs, activities or instructional tools <input type="checkbox"/> Utilize Instructional Support Staff to connect zSpace Activities to curriculum
	<p><u>Describe your plan for this success indicator:</u></p>		

zSpace Adoption Success Strategies

#	Success Indicators	What you may hear:	Success Strategies
4	Teachers regularly collaborate and share best practices and lessons learned with zSpace.	<p>“I do not have colleagues I can share ideas with or learn from.”</p>	<p><u>zSpace Support</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> zSpace Blog <input type="checkbox"/> zSpace YouTube Channel <input type="checkbox"/> zSpace Twitter: @zSpace <p><u>District/ School level Support Strategies</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Collaboration discussions during learning community meetings <input type="checkbox"/> Peer observation <input type="checkbox"/> Support trainings facilitated by instructional leaders/coaches
	<u>Describe your plan for this success indicator:</u>		
5	Teacher and student success with zSpace is highlighted and celebrated.	<p>“I am not certain who is using zSpace in my district/school or if they have been successful using it.”</p> <p>“I wish the community stakeholders could see my students are doing with zSpace”</p> <p>“I want my community to know about zSpace.”</p>	<p><u>zSpace Support</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> zSpace Twitter: @zSpace <input type="checkbox"/> zSpace Facebook: @zSpace3D <input type="checkbox"/> Email marketing@zspace.com <p><u>District or School Level Support Strategies</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Highlight inspirational success stories of students using zSpace <input type="checkbox"/> Recognize teacher success on bulletin boards, during faculty meetings <input type="checkbox"/> Invite district leaders to visit zSpace classrooms <input type="checkbox"/> Post stories of teacher success on school/district websites <input type="checkbox"/> Establish school wide/classroom procedures for using zSpace <input type="checkbox"/> Establish a timeline to connect with teachers on implementation
	<u>Describe your plan for this success indicator:</u>		

zSpace Adoption Success Strategies

#	Success Indicators	What you may hear:	Success Strategies
6	Teachers effectively manage students while using zSpace.	<p>“I struggle getting students attention to deliver the content”</p> <p>“There is not enough time to bring students to the lab and complete a lesson”</p>	<p>zSpace Support</p> <ul style="list-style-type: none"> <input type="checkbox"/> Complete Online PD course: <i>“Strategies for zSpace Integration”</i> <input type="checkbox"/> Student Management Planning Document <p>District or School Level Support Strategies</p> <ul style="list-style-type: none"> <input type="checkbox"/> Establish school wide/classroom procedures for using zSpace <input type="checkbox"/> Identify current effective management strategies used with labs, other technology and hands on activities <input type="checkbox"/> Identify and student leaders to support other students
	<u>Describe your plan for this success indicator:</u>		
7	Technical leaders...	“I am not sure where to turn to for technical support and issue.”	<p>zSpace Support</p> <ul style="list-style-type: none"> <input type="checkbox"/> Email support@zspace.com <input type="checkbox"/> Visit support.zspace.com <input type="checkbox"/> Call 1-877-977-2231 <p>District/ School Level Support Strategies</p> <ul style="list-style-type: none"> <input type="checkbox"/> Contact Information for individual responsible (critical): <ul style="list-style-type: none"> <input type="checkbox"/> System updates and maintenance <input type="checkbox"/> Implement support policies <input type="checkbox"/> District Technology Plan Models
	<u>Describe your plan for this success indicator:</u>		

Tech Specs & Brochures





zSpace for Career and Technical Education (CTE)

Prepare students for careers in automotive mechanics, health and medicine, and welding with applications designed to provide interactive, hands-on learning experiences.

zSpace Applications

zSpace applications support teaching a wide range of learning objectives and bring the magic of zSpace to different careers and industries. From learning genetics in zSpace Studio to examining human body systems in Human Anatomy Atlas to practicing welding in WaveNG, there's something for everyone in zSpace.

Visit the links provided to experience for yourself:

<http://zspace.com/technology/>

<http://zspace.com/apps/>

<http://zspace.com/careerteched/>

<http://zspace.com/services/>

<http://zspace.com/videos/>

Career Clusters supported by zSpace

Agriculture, Food, & Natural Resources

- Agribusiness Systems
- Animal Systems
- Environmental Service Systems
- Food Products and Processing Systems
- Natural Resources Systems
- Plant Systems
- Power, Structural, and Technical Systems



zSpace Studio



VIVED Science



Human Anatomy Atlas



Tinkercad



Wave NG Welding



VR Canine Anatomy Training System

Common Agricultural Standards

- 01.0 Investigate and utilize basic scientific skills and principles in plant science
- 02.0 Investigate and utilize basic scientific skills and principles in animal science
- 03.0 Demonstrate the use of agriscience tools, equipment, and instruments
- 04.0 Demonstrate agribusiness, employability, and human relation skills

Perkins Industry Certifications*

- AgriTechnology Specialist Certification
- Agricultural Mechanics Specialist Certification
- Certified Veterinary Assistant (CVA)

- Agricultural Education Services and Technology Inc.
- Agricultural Education Services and Technology Inc.



* zSpace hardware runs Windows 10 and allows you to run most Microsoft, Adobe, Autodesk, Mastercam, or web-based software depending on version history

Career Clusters supported by zSpace

Hospitality & Tourism



zSpace
Studio



Tinkercad

Lodging

Recreation, Amusements, and Attractions

Restaurants and Food/ Beverage Services

Travel and Tourism

Common Hospitality & Tourism Standards

- 01.0 Examine communication and technology skills in the hospitality and tourism industry
- 02.0 Examine the guest cycle process
- 03.0 Examine economic principles relating to the hospitality and tourism industry
- 04.0 Identify and describe the organizational structures and operations within various industry properties

Perkins Industry Certifications*

National ProStart Certificate of Achievement
Certified Food Protection Manager (ServSafe®)
Certified Food Safety Manager

National Restaurant Association Educational Foundation
National Restaurant Association Educational Foundation
National Registry of Food Safety Professionals



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Career Clusters supported by zSpace

Architecture & Construction



zSpace
Studio



Tinkercad



Wave NG
Welding

Construction
Design/ Pre-Construction
Maintenance/ Operations

Perkins Industry Certifications*

Autodesk Certified User - AutoCAD	Autodesk
Autodesk Certified User - Revit Architecture	Autodesk
Autodesk Certified Professional - AutoCAD	Autodesk
Autodesk Certified Professional - AutoCAD Civil 3D	Autodesk
Autodesk Certified Professional - Revit Architecture	Autodesk
Autodesk Certified Professional - 3ds Max	Autodesk
Autodesk Certified User - 3ds Max	Autodesk

Human Services



zSpace
Studio



VIVED
Science



Tinkercad

Early Childhood Development and Services
Family and Community Services
Personal Care Services

Perkins Industry Certifications*

Certified Personal Trainer	American College of Sports Medicine
NASM Certified Personal Trainer (CPT)	National Academy of Sports Medicine

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Career Clusters supported by zSpace

Arts, A/V Technology, & Communications

A/V Technology and Film
 Performing Arts
 Printing Technology
 Visual Arts



zSpace Studio



Leopoly Maker



Tinkercad

Perkins Industry Certifications*

Adobe Certified Expert (ACE) - After Effects
 Adobe Certified Expert (ACE) - Illustrator
 Adobe Certified Expert (ACE) - InDesign
 Adobe Certified Expert (ACE) - Photoshop
 Adobe Certified Expert (ACE) - Premiere Pro
 Adobe Certified Associate (ACA) - Dreamweaver
 Adobe Certified Associate (ACA) - Flash/Animate
 Adobe Certified Expert (ACE) - Acrobat

Adobe Systems
 Adobe Systems
 Adobe Systems
 Adobe Systems
 Adobe Systems
 Adobe Systems
 Adobe Systems
 Adobe Systems

Information Technology

Information Support and Services Network Systems
 Programming and Software Development
 Web and Digital Communications



zSpace Studio



Leopoly Maker



Unity Programming for zSpace



Tinkercad



BlocksCAD3D



Industrial Robotics Expert



Industrial Robotics Mechanic

Perkins Industry Certifications*

Apple Certified Support Professional
 Cisco Certified Entry Network Technician (CCENT)
 CompTIA A+
 CompTIA Linux
 CompTIA Network++
 Microsoft Office Specialist Master

Apple, Inc
 Cisco Systems, Inc.
 Computing Technology Industry Association (CompTIA)
 Computing Technology Industry Association (CompTIA)
 Computing Technology Industry Association (CompTIA)
 Microsoft Corporation

* zSpace hardware runs Windows 10 and allows you to run most Microsoft, Adobe, Autodesk, Mastercam, or web-based software depending on version history

Career Clusters supported by zSpace

Law, Public Safety, Corrections, & Security

Emergency and Fire Management Services



VIVED
Science



Visible Body
Human
Anatomy
Atlas



Virtual ECG

Perkins Industry Certifications*

911 Public Safety Telecommunicator
Fire Fighter I - Emergency Medical Responders

Manufacturing

Maintenance, Installation, and Repair
Manufacturing Production Process Development
Production
Quality Assurance



zSpace
Studio



Franklin's Lab



Advanced
Manufacturing
Hydraulics



Advanced
Manufacturing
Mechanical



Industrial
Robotics
Expert



Industrial
Robotics
Mechanic



Industrial
Robotics
Pneumatics



Tinkercad



Wave NG
Welding

Perkins Industry Certifications*

Certified Welder
Biotechnician Assistant
Precision Sheetmetal Operator - Level I (PSMO)
CNC Production Specialist
NCCER Welding - Level 1 (Secondary)
NCCER Welding - Level 2 (Secondary)

American Welding Society

Fabricators and Manufacturers Association, International (FMA)
IHK-Bildungszentrum
National Center for Construction Education and Research (NCCER)
National Center for Construction Education and Research (NCCER)

* zSpace hardware runs Windows 10 and allows you to run most Microsoft, Adobe, Autodesk, Mastercam, or web-based software depending on version history

Career Clusters supported by zSpace

Marketing



zSpace
Studio



Tinkercad

Marketing Communications
Merchandising

Perkins Industry Certifications*

Adobe Certified Expert (ACE) - After Effects
 Adobe Certified Expert (ACE) - Illustrator
 Adobe Certified Expert (ACE) - InDesign
 Adobe Certified Expert (ACE) - Photoshop
 Adobe Certified Expert (ACE) - Premiere Pro
 Adobe Certified Associate (ACA) - Dreamweaver
 Adobe Certified Associate (ACA) - Flash/Animate
 Adobe Certified Expert (ACE) - Acrobat

Adobe Systems
 Adobe Systems
 Adobe Systems
 Adobe Systems
 Adobe Systems
 Adobe Systems
 Adobe Systems
 Adobe Systems

Science, Technology, Engineering, & Mathematics

Engineering and Technology
 Science and Mathematics

Perkins Industry Certifications*



Industrial
Robotics
Pneumatics



Industrial
Robotics
Expert



Industrial
Robotics
Mechanic



Advanced
Manufacturing
Hydraulics



Advanced
Manufacturing
Mechanical



zSpace
Studio



Franklin's Lab



Tinkercad



* zSpace hardware runs Windows 10 and allows you to run most Microsoft, Adobe, Autodesk, Mastercam, or web-based software depending on version history

Career Clusters supported by zSpace

Health Science/ Allied Health



zSpace Studio



VIVED Science



VIVED Anatomy



Visible Body Human Anatomy Atlas



Virtual ECG

Biotechnology
Health Information
Sports Medicine
Support Services
Therapeutic Services

Perkins Industry Certifications*

Certified Medical Assistant (CMA)
Registered Phlebotomy Technician (RPT)
Certified Phlebotomy Technician
Certified Nursing Assistant (CNA)
Emergency Medical Responder
Certified Health Unit Coordinator (CHUC)
Certified EKG Technician (CET)
Certified Medical Administrative Assistant (CMAA)
Certified Patient Care Technician (CPCT)
Certified Phlebotomy Technician (CPT)
Certified Pharmacy Technician (CPhT)
Certified Electronic Health Record Specialist (CEHRS)
National Licensed Practical Nurse (NCLEX-PN)
Emergency Medical Technician (EMT)
Emergency Medical Responder (EMR)
Pharmacy Technician

American Association of Medical Assistants
American Medical Technologists (AMT)
American Society of Phlebotomy Technicians

International EMS Registry
National Association of Health Unit Coordinators, Inc.
National Healthcareer Association
National Healthcareer Association
National Healthcareer Association
National Healthcareer Association
National Healthcareer Association
National Healthcareer Association
National Council of State Boards of Nursing
National Registry of Emergency Medical Technicians
National Registry of Emergency Medical Technicians
Pharmacy Technician Certification Board

* zSpace hardware runs Windows 10 and allows you to run most Microsoft, Adobe, Autodesk, Mastercam, or web-based software depending on version history

Overview of K-12 Learning Applications

Modeling and General Applications



zSpace Studio by zSpace is a rich model exploration and presentation tool that allows students to compare, dissect, analyze, measure, annotate, and explore thousands of 3D models from the zSpace Model Gallery.



Leopoly Maker by Leopoly introduces students to the world of 3D creation by helping them create, customize, and prepare digital objects for 3D modeling and printing.



Tinkercad by Autodesk is a simple, online 3D design and printing app for everyone. With zSpace, creators are able to visualize designs in an AR/VR environment with more accurate representation.



Geogebra Classic by Geogebra allows students to manipulate and learn geometry and algebra concepts. Students can also use the Graphing Calculator feature for functions, geometry, algebra, calculus, and 3D math.



Unity Programming for zSpace, teaches students how to develop interactive applications for zSpace using the Unity Educator Toolkit with the zSpace Supplement. This toolkit provides a robust teaching environment and encourages students to further their Unity development skills.



BlocksCAD3D by BlocksCAD is the graphical, engaging, and effective way to teach coding, where the outcome is improved math & computer science skills.

STEM Applications



Newton's Park by zSpace allows students to create their own experiment or use experiments created by zSpace to deepen their knowledge of Newtonian Mechanics. Students can build simulations while gathering and interacting with data.



Franklin's Lab by zSpace guides students through electricity concepts and troubleshooting faulty circuits. Students can work in a sandbox with electrical components, follow guided zSpace activities, and repair broken switches and motors.



Curie's Elements by zSpace allows students to explore a periodic table with Bohr and atomic models for each element. The Atom Builder feature allows students to add protons, neutrons, and electrons to build elements.



Euclid's Shapes by zSpace provides virtual math manipulatives to allow students to build in concrete representations of math concepts. Students can utilize Base 10 Blocks, Rainbow Cubes, Square Tiles, Pattern Blocks, and Fraction Bars.



Experiences by zSpace includes experiential-based simulations of Earth, Life, and Physical Science topics allowing students to manipulate content while learning abstract concepts.



VIVED Science by VIVED is a comprehensive package of detailed, interactive dissection experiences focused on learning and exploring Human Anatomy, Botany, Zoology, Earth Science, Microbiology, Chemistry, Engineering, and Paleontology.

Advanced Sciences



Human Anatomy Atlas by Visible Body is an award-winning human anatomy general reference application. Students can explore bodily systems, over 4,600 anatomical structures, musculoskeletal animations, and thousands of quizzes.



VIVED Chemistry by VIVED includes 15 simulations and 109 activities to support Physical Science and Chemistry instruction. The application includes everything from an atom building and molecule viewer to a reaction lab.

Advanced Sciences (Continued)



VIVED Anatomy by VIVED is a high quality visual and interactive software for learning anatomy in 3D. It enables users to view the human body and perceive spatial relationships like never before.



VIVED Science by VIVED is a comprehensive package of detailed, interactive dissection experiences focused on learning and exploring Human Anatomy, Botany, Zoology, Earth Science, Microbiology, Chemistry, Engineering, and Paleontology.



MEL Chemistry by MEL Science provides an engaging visualization and explanation of chemistry concepts - from atoms to molecules including the periodic table, gas laws, and isomerism.



Labster Experiences by Labster is an application designed to support Physical Science and Physics instruction.

Conceptual Physical Science



Newton's Park by zSpace allows students to create their own experiment or use experiments created by zSpace to deepen their knowledge of Newtonian Mechanics. Students can build simulations while gathering and interacting with data.



Franklin's Lab by zSpace guides students through electricity concepts and troubleshooting faulty circuits. Students can work in a sandbox with electrical components, follow guided zSpace activities, and repair broken switches and motors.



Experiences by zSpace includes experiential-based simulations of Earth, Life, and Physical Science topics allowing students to manipulate content while learning abstract concepts.

Learning Applications

Modeling & General Applications



StudioA3



Tinkercad



Unity Programming



GeoGebra Classic



BlocksCAD3D

STEM Applications



Newton's Park



Curie's Elements



Experiences



Franklin's Lab



Euclid's Shapes



VIVED Science

Advanced Sciences



Human Anatomy Atlas



VIVED Anatomy



VIVED Chemistry



MEL Chemistry



Labster Experiences

CTE Applications: Health Sciences & Public Services



VIVED Anatomy



Virtual ECG



Criminal Justice



Human Anatomy Atlas



True 3D Scholar



Dental



Biotechnology

CTE Applications: Manufacturing & Skilled Trades



Advanced Manufacturing Hydraulics



Advanced Manufacturing Mechanical



Advanced Manufacturing Pneumatics



Industrial Robotics Mechanic



Industrial Robotics Expert



HVAC



Industrial Controls



VIVED Carpentry

CTE Applications: Transportation & Alternative Fuels



Experiences



Franklin's Lab



VR Automotive Expert



VR Automotive Mechanic



VR Electric Automotive Mechanic



VR Hybrid Automotive



VR Automotive Diagnostics



Electrical Control VR Instruction

CTE Applications: Agri-Science



VIVED Science



Canine Anatomy VR Trainer



Wave NG Welding

TECH SPECS

zSpace Laptop

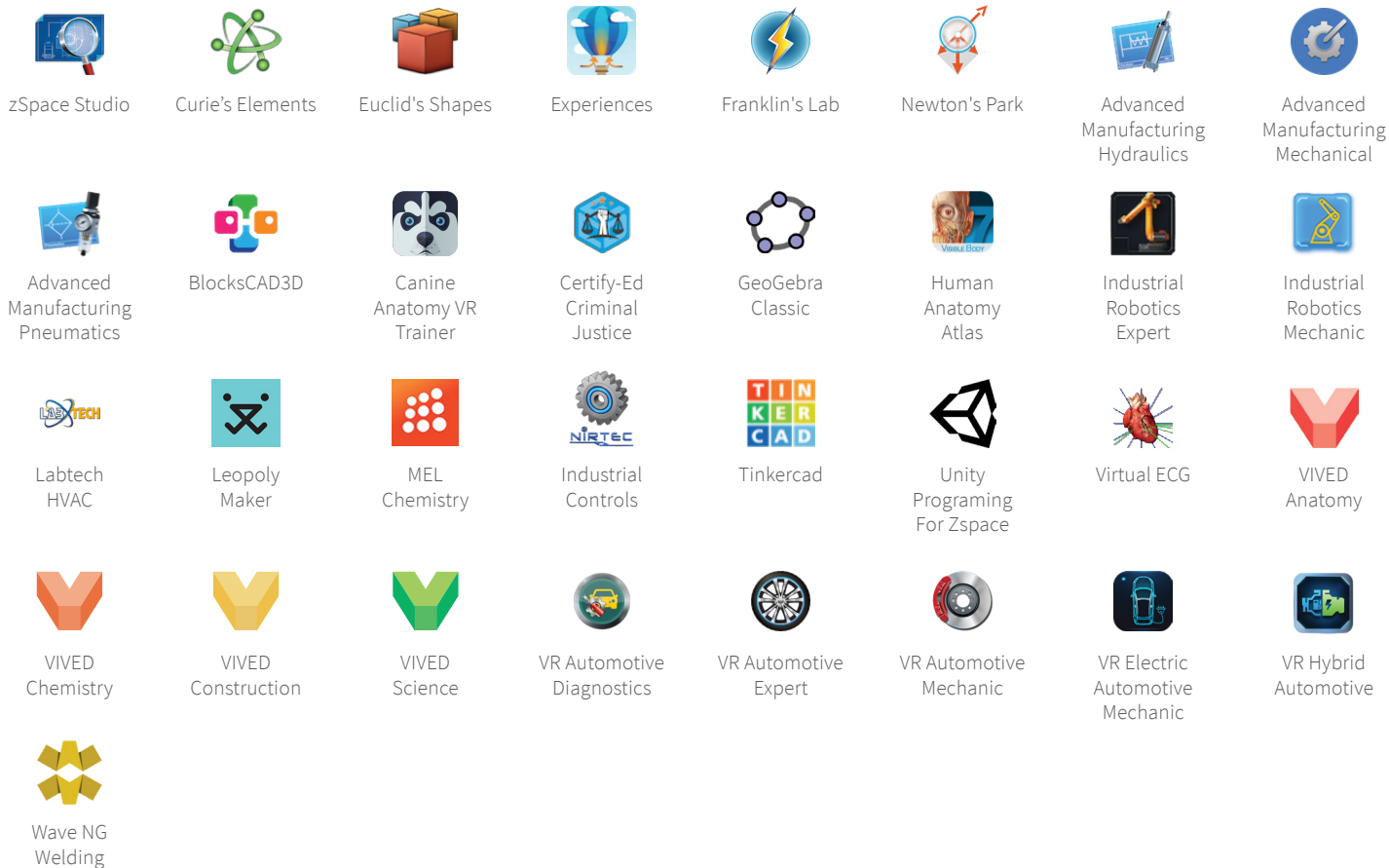
The zSpace Laptop combines elements of **Augmented Reality** and **Virtual Reality** to create lifelike experiences that inspire curiosity, create engagement, and deepen understanding.



Specifications

CPU	AMD APU A9-9420 256 GB SSD 8 GB DDR4 DRAM	Package Includes	Power adapter, Stylus Polarized Tracked Eyewear (3D)
GPU	AMD APU A9-9420	Size	height: 11 1/5" – 11 1/5" width: 15 3/8" depth: 10 3/4" – 21 1/4"
Network	Wireless: 802.11a/b/g/n/ac + BT 4.1 M.2 2230 Type Card	Operating Environment	Temperature: 10-35° C Humidity: 10-80% NC
Resolution	1920*1080 Full HD	Connectors	USB 3.0 – 2 ports (support BC1.2 spec) Audio input/output port HDMI port Kensington Lock Port Stylus input port USB-C (Support Power Delivery/USB3.0/ USB2.0/Display Port)
Display Area	13.5" H * 7.6" V, 15.6" D		
Power Requirements	20 V, 65 W power adapter included		
Operating System	Windows 10		

Learning applications



Specifications



zSpace-FC24ACS - 24 user + storage

Work Surface Ht: 107.9 cm / 42.5"
Handle Ht: 113.03 cm / 44.5"
Width: 69.22 cm / 27.25"
Depth: 72.65 cm / 28.6"
Weight: Approx.* 81.65 kg / 180 lbs.



zSpace-FC36ACS - 36 user + storage

Work Surface Ht: 107.9 cm / 42.5"
Handle Ht: 113.03 cm / 44.5"
Width: 101.6 cm / 40"
Depth: 72.65 cm / 28.6"
Weight: Approx.* 118 kg / 260 lbs.

Already have a mobile storage cart or interested in using a different cart?

Here are some things to consider to make sure it will work well.

Dimensions	The laptop measures 1 ¼" (h) x 15 ⅜" (w) x 10 ⅞" (d) and the power adapter extends the width by another 1 ¼". You will need to plan for enough finger space for being able to insert and remove the laptop.
Charging	The provided power brick is a 65 watt charger. We recommend an intelligent charging solution allowing for the most efficient charging times.
Accessories	zSpace recommends lockable storage for the stylus, glasses and extra power supplies.
Alignment	Horizontal slots are recommended to reduce wear and tear on the laptops as well as providing easier access for inserting and removing.
Wheels	The larger 6" casters are recommended given the size and weight of a fully loaded cart.

If you are using our applications through a school program, your personal data may be subject to the Family Educational Rights and Privacy Act (FERPA) and Children’s Online Privacy Protection Act (COPPA). zSpace commits to protect and secure student data in the manner that FERPA requires and, also, agrees to act as a “school official” to the extent our services are used to store regulated student records in accordance with 34 Code of Federal Regulations (CFR) §99.31(a)(1). To the extent COPPA applies to information we collect, we process such information for educational purposes only, at the direction of the partnering school customer and on the basis of educational institution consent. zSpace applications can be used in compliance with the Children’s Online Privacy Protection Act (COPPA).

For more data regarding FERPA, please visit the [FERPA site](#) and the [U.S. Department of Education website](#) for more information. For more information on COPPA, please visit the [COPPA site](#) and the [Federal Trade Commission website](#) for more information.

For a more complete explanation of zSpace collection of data in its applications please see Overview of zSpace Applications and PII and zSpace Application Data Collection available [here](#).

Education Providers and the Family Educational Rights and Privacy Act (FERPA)

If you are an Education Provider (as defined below) who will be using Products with Students in connection with your educational institution, district or class located or based in the United States, Student Data provided or generated through your or your Students’ use of Products may be subject to the U.S. Family Educational Rights and Privacy Act (“FERPA”), which may require educational institutions and school districts to obtain parental consent before disclosing Student Data outside of the educational institution. For that reason:

1. You represent and warrant that: (1) you are authorized to act on behalf of, or have permission from, your educational institution or school district to enter into this Agreement and to use the Products with your Students, (2) if at any point in time you are no longer authorized to act on behalf of your educational institution or school district, you will remove any student material from any account you have access to in connection with Products and close any account for Products used by you solely as an Education Provider, and if you are unable to take these actions on your own, contact zSpace for assistance, (3) before you enroll, sign up or permit any Student to use Products, you, your educational institution, or your district will obtain any consents required under applicable law to be provided by a Student or the Student’s parent or legal guardian consenting to the Student’s use of Products made available to the Student by the Education Provider, and (4) you will not provide to zSpace Student Data of any Student . Notwithstanding the foregoing, when using Products, you may provide Student Data of a Student, if you first obtain a signed and dated consent form that is voluntarily provided by the Student’s parent or legal guardian.
2. zSpace agrees that: (1) to the extent that Education Providers subject to FERPA provide zSpace with Student Data, zSpace will be considered a "school official" (as that term is used in FERPA and its implementing regulations), (2) it will comply, within a reasonable time frame, with your requests to review, modify, de-identify or delete any Student Data that zSpace maintains about your Student, and (3) it will not maintain, use, or disclose Student Data except as set forth herein and in the [zSpace Privacy Statement](#), as authorized by you or permitted or required by applicable law or a judicial order.

Defined Terms

“**Education Providers**” means educational institutions and teachers, administrators, school district representatives and other individuals acting on behalf of the educational institution or the school district, who provide Students with access to Products and/or work with Students in connection with Products.



“Products” means zSpace software or zSpace services made available by zSpace pursuant to the terms of the applicable software license agreement, terms of use or terms of service.

“Student” means an individual person enrolled as a student at an Education Provider.

“Student Data” means information maintained by zSpace or any third party on zSpace’s behalf relating to a Student, including any education records (as defined under FERPA) that are disclosed by Education Providers to zSpace, except that Student Data does not include a record that has had personal data removed such that the Student’s identity is not uniquely identifiable from the record and there is no reasonable basis to believe that the remaining information can be used to identify an individual.



Application Data Collection

Application Technology Meta Data / Other application technology meta data

zSpace collects analytics as a means of providing our customers with usage data so they are better informed regarding how zSpace plays a role in their educational community. These analytics contain no student or PII. They contain only machine information and date/time information to provide analytics data such as: total usage, usage by application, average session time, etc.

We take every reasonably available precaution to protect our users' information. zSpace restricts access to all of our users' information. Only employees who need access to users' information to perform a specific job are granted access to this information. Furthermore, all employees are kept up-to-date on our security and privacy practices.

Should on-line access be necessary, zSpace utilizes Amazon Cognito for authentication to our web properties which is HIPAA eligible and PCI DSS, SOC II, and ISO/IEC 27001, ISO/IEC 27017, ISO/IEC 27018, and ISO 9001 compliant. You can see more details here - <https://aws.amazon.com/cognito/>. Our internal information servers are SOC II Type 2 certified.

Student Name / First and/or Last

"Some zSpace applications may request a student to enter his/her first and/or last name as part of submitting an assignment or activity to the teacher. However, these submissions are not cloud based and never leave the local LEA and are never used by zSpace. They are used only by the teacher to identify the student (or group of students) that submitted the activity".

Student work / Student generated content; writing, pictures, etc.

"Some zSpace applications may request that a student submit an assignment or activity to the teacher. In this case, that assignment will contain student generated content in the form of written answers, explanations, etc. It may also contain pictures taken through the application so a student can provide a graphical representation of his/her findings. However, these submissions are not cloud based and never leave the local LEA systems and are never used by zSpace. They are used only by the teacher to evaluate the student's activity progress and/or findings".

Other

"While zSpace does not directly request any PII (unless noted above), some zSpace applications allow the student to enter free-form text as part of providing answers or findings. In this case, while there is no reason for the student to enter any PII, it is possible they could include personal information as part of those entries. However, any student provided data is not cloud based and never leaves the local LEA systems and is never used by zSpace".



Overview of zSpace Applications and PII

To Whom It May Concern:

This document addresses how zSpace technology and software is used.

The zSpace hardware systems come pre-loaded with Windows 10 and the learning software applications. You can see the specifics on the technical specifications for our systems at these links.

<https://cdn.zspace.com/collateral/brochures/inspire-pro-techspecs.pdf>

https://cdn.zspace.com/collateral/collateral/brochures/zSpace-AIO-TechSpecs_AppOverview.pdf

https://cdn.zspace.com/collateral/zSpaceLaptopTechSpecs_060419.pdf

zSpace applications are run from code installed on the systems and only require an internet connection to update and license the pre-installed applications and the operating system, as well as add any software in the future that might be purchased that was not previously installed.

zSpace does not collect any student information or utilize student logins. Further information on data collection from zSpace applications is in the attached “Applications Data Collection Statement”.

We do provide a web site (go.zspace.com) and associated local web service (running on the local system not in the cloud) to facilitate launching local applications previously installed on the system. This site does not provide login capabilities or collect any information beyond standard website usage analytics. This site (go.zspace.com) is provided as a convenience to facilitate teachers and students finding the zSpace content located on the local machines. We do provide the user of the site an ability to click on an emoji letting us know if they enjoyed the experience, but it is not required and is of course anonymous since we do not ask for or retrieve any student information. Using go.zspace.com is not required to launch or use the applications. This article provides some more information.

https://support.zspace.com/s/article/zSpace-zCentral-User-Guide?language=en_US



Overview of zSpace Applications and PII

Like most companies, zSpace provides a website targeting both buyers and customers. This site, www.zspace.com, is not intended for or marketed for student use. We also maintain social media accounts that are used for marketing and customer communication. No social media is required or intended to be used by students. The website terms and conditions, located at zspace.com, reflect the usage of the site as described above. This customer site, zspace.com, does have the ability for a teacher/customer to create a login to facilitate usage of our customer forums and online learning platform. Again, the forum and online learning is ONLY for teachers/customers and not for any students.

Regarding third party links, collection of information, surveys and social media, our teacher community, and marketing site, zspace.com, like other education companies (e.g. <https://www.mheducation.com/terms-use.html>) these terms do not apply to the use of our educational or instructional products or services, which are governed under our software licensing terms (<https://zspace.com/legal/end-user-license-agreements>). We do not collect any student account information and therefore have no ability to contact students. We do communicate with our teacher/customer community that have decided to register on zspace.com, using HubSpot email automation and automated survey tools to collect feedback. It is optional for teachers/customers to provide feedback and they can opt out at any time.

We welcome the opportunity to address any questions or concerns.

Sincerely,

zSpace, Inc.