

# TIPS VENDOR AGREEMENT

Between Microsoft Corporation and  
(Company Name)

**THE INTERLOCAL PURCHASING SYSTEM (TIPS),**  
a Department of Texas Education Service Center Region 8 for  
**TIPS RFP 191003 Electronics and Appliances, Goods and Services**

## General Information

The Vendor Agreement (“Agreement”) made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as “TIPS” respectfully) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This Agreement consists of the provisions set forth below, including provisions of all Attachments referenced herein, and the Microsoft Stores Direct Business Sales Terms incorporated herein by reference. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control unless otherwise agreed by the parties in writing and by signature and date on the attachment.

A Purchase Order, Agreement or Contract is the TIPS Member’s approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed between the Vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some, but not all, of the addendums possible.

## Terms and Conditions

### Freight

All quotes to members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating “No Charge” or “\$0”, “included in price” or other similar indication. Otherwise, all shipping, freight or delivery charges shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member unless alternative shipping terms are agreed by TIPS as a result of the proposal award.

### Warranty Conditions

All new supplies equipment and services shall include ***manufacturer's minimum standard warranty*** unless otherwise agreed to in writing. Vendor shall be legally permitted to sell all products offered for sale to TIPS Members if the offering is included in the Request for Proposal category. All goods proposed and sold shall be new unless clearly stated in writing.

### Customer Support

The Vendor shall provide timely and accurate customer support for orders to TIPS Members as agreed by the Parties. Vendors shall respond to such requests within a commercially reasonable time after receipt of the request. If support and/or training is a line item sold or packaged with a sale, support shall be as agreed with the TIPS Member.

## Agreements

Agreements for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the TIPS Member participating government entities, but other means of placing an order may be used as agreed by the parties.

## Tax exempt status

Most TIPS Members are tax exempt and the related laws and/or regulations of the controlling jurisdiction(s) of the TIPS Member shall apply.

## Assignments of Agreements

No assignment of this Agreement may be made without the prior notification of TIPS. Written approval of TIPS shall not be unreasonably withheld. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company. Notwithstanding the foregoing, the vendor may assign the Agreement to an affiliate without further written consent from TIPS, provided that the vendor must notify TIPS in writing of the assignment and that such assignment will not relieve the vendor of its obligations under the Agreement.

## Disclosures

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

## Term and Renewal of Agreements

The Agreement with TIPS is for three (3) years with an option for renewal for an additional one (1) consecutive year if both parties agree. TIPS may or may not exercise the one-year extension beyond the base three-year term and whether or not to offer the extension is at the sole discretion of TIPS. The scheduled Agreement termination date shall be the last date of the month of the last month of the agreement's legal effect. **Example:** *If the agreement is scheduled to end on May 23, the anniversary date of the award, it would actually be extended to May 31 in the last month of the last year the contract is active.*

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

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order, executed Agreement or other written instruction issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term

is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

### **Shipments**

The Vendor shall ship, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed by the parties.

### **Invoices**

Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

### **Payments**

The TIPS Member will make payments directly to the Vendor, the vendor assigned dealer or as agreed by the Vendor and the TIPS Member after receiving invoice and in compliance with applicable payment statute(s), whichever is the greater time or as otherwise provided by an agreement of the parties.

### **Pricing**

Price increases will be honored according to the terms of the solicitation. All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to TIPS Member customer.

### **Participation Fees**

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any fee conditions stated in the RFP. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Vendor or vendor assigned dealer agrees to pay the participation fee for all Agreement sales to TIPS on a monthly scheduled report or as otherwise agreed by the parties. To report sales, login to the TIPS Vendor Portal and click on the PO's and Payments tab. Pages 3-7 of the Vendor Portal User Guide will walk you through the process of reporting sales to TIPS. 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](mailto:accounting@tips-usa.com). The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to render the participation fee to TIPS shall constitute a breach of this agreement with our parent governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. TIPS reserves all rights under the law to collect the fees due. Please contact TIPS at [tips@tips-usa.com](mailto:tips@tips-usa.com) or call (866) 839-8477 if you have questions about paying fees.

### **Indemnity**

The vendor will defend TIPS, TIPS Member(s), officers and employees against any claim by an unaffiliated third party that a Device infringes its patent, copyright or trademark, or makes unlawful use of its trade secret. The vendor will pay any resulting adverse final judgment or approved settlement. This does not apply to claims or awards based on (1) TIPS data; (2) non-Microsoft software; (3) modifications to a Device made by TIPS or any specifications or material TIPS provides; (4) TIPS's combination of the Device with (or damages based on the value of) a non-Microsoft product, business process or data; (5) TIPS's use of a Microsoft trademark without express, written consent, or TIP's use of a Device after being notified to stop due to a third-party claim; (6) TIPS's use

or distribution of a device in violation of this contract, or (7) Devices provided free of charge.

### **State of Texas Franchise Tax**

By signature hereon, the bidder hereby confirms that to the best of his/her knowledge, the vendor is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

### **Miscellaneous**

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

### **Purchase Order Pricing/Product Deviation**

If a deviation of pricing/product on a purchase order or contract modification occurs between the Vendor and the TIPS Member, the Vendor will make reasonable efforts to notify TIPS of such change (provided that inadvertent or casual failure to do so will not constitute a breach hereof by Vendor).

### **Termination for Convenience of TIPS Agreement Only**

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty (30) days prior written notice. Termination for convenience is conditionally required under Federal Regulations 2 CFR part 200 if the customer is using federal funds for the procurement. All purchase orders presented to the Vendor, but not fulfilled by the Vendor, by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded vendor may terminate the agreement with ninety (90) days prior written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement. This termination clause does not affect the sales agreements executed by the Vendor and the TIPS Member customer pursuant to this agreement. TIPS Members may negotiate a termination for convenience clause that meets the needs of the transaction based on applicable factors, such as funding sources or other needs.

### **TIPS Member Purchasing Procedures**

Usually, purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement number. Orders are typically emailed to TIPS at [tipspo@tips-usa.com](mailto:tipspo@tips-usa.com).

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

### **Licenses**

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

provision of goods or services under the Agreement. TIPS and TIPS Members reserves the right to stop work and/or cancel an order or terminate this or any other sales Agreement of any awarded vendor whose license(s) required for performance under this Agreement have expired, lapsed, are suspended or

terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.

### **Novation**

If awarded vendor sells or transfers all assets, rights or the entire portion of the assets or rights required to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor. TIPS will consider Contract Assignments on a case by case basis. TIPS must be notified within five (5) business days of the transfer of assets or rights. Notwithstanding the foregoing, the vendor may assign the Agreement to an affiliate without further written consent from TIPS, provided that the vendor must notify TIPS in writing of the assignment and that such assignment will not relieve the vendor of its obligations under the Agreement.

### **Site Requirements (only when applicable to service or job)**

**Cleanup:** When performing work on site at a TIPS Member's property, awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by 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:** Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.

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

### **Smoking**

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

### **Supplemental Agreements**

The TIPS Member entity participating in the TIPS Agreement and awarded vendor may enter into a separate Supplemental Agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement such as but not limited to, invoice requirements, ordering requirements, specialized delivery, etc. Any Supplemental Agreement or contract developed as a result of this Agreement is exclusively between the TIPS Member entity customer and the Vendor. TIPS, its agents, TIPS Members and employees not a party to the Supplemental Agreement with the TIPS Member customer, shall not be made party to any claim for breach of such agreement unless named and agreed by the Party in question in writing in the agreement. If a Vendor submitting a Proposal requires TIPS and/or TIPS Member to sign an additional agreement, those agreements shall comply with the award made by TIPS to the Vendor. Supplemental Vendor's Agreement documents may not become part of TIPS's Agreement with vendor unless and until an authorized representative of TIPS reviews and approves it. TIPS review and approval may be at any time during the life of this Vendor Agreement. TIPS permits TIPS Members to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's TIPS Agreement so long as they do not materially conflict with this Agreement.

### **Survival Clause**

All applicable sales, leases, Supplemental Agreements, contracts, software license agreements, warranties or service agreements that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of this Agreement shall survive the expiration or termination of this Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified

herein relating to termination of this agreement.

### **Legal obligations**

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

### **Audit rights**

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain all financial records directly relating to this contract.

### **Force Majeure**

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

### **Choice of Law**

Any claims or actions involving TIPS regarding the Agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

### **Venue, Jurisdiction and Service of Process**

Any Proceeding, in which TIPS is a party, arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Dallas County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding in which TIPS is a party arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world.

Venue for any dispute resolution process, other than litigation, between TIPS and the Vendor shall be located in Dallas County, Texas.

### **Project Delivery Order Procedures**

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded vendor under this Agreement when the TIPS Member desires goods or services awarded to the Vendor. Notification may occur via phone, the web, courier, email, fax, or in person. Upon notification of a pending request, the awarded vendor shall acknowledge the TIPS Member's request.

### **Status of TIPS Members as Related to This Agreement**

TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the



awarded Agreement as TIPS.

**Support Requirements**

If there is a dispute between the awarded vendor and TIPS Member, TIPS or its representatives may, at TIPS sole discretion, assist in conflict resolution if requested by either party.

**Incorporation of Solicitation**

The TIPS Solicitation which resulted in this Vendor Agreement, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, or other, the Vendor’s response to same and all associated documents and forms made part of the solicitation process, including any addenda, are hereby incorporated by reference into this Agreement as if copied verbatim.

**SECTION HEADERS OR TITLES**

THE SECTION HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITIES OF THE PARTIES TO THIS DOCUMENT.

**STATUTORY REQUIREMENTS**

Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

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

You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will promptly notify TIPS of the change by a letter on Vendor’s letterhead from and signed by an authorized representative of the Vendor stating the non-compliance decision and the TIPS Agreement number and description at:

Attention: General Counsel  
ESC Region 8/The Interlocal Purchasing System (TIPS)  
4845 Highway 271 North  
Pittsburg, TX, 75686  
And by an email sent to [bids@tips-usa.com](mailto:bids@tips-usa.com)

**Insurance Requirements**

The undersigned Vendor agrees to maintain the below minimum insurance requirements for TIPS Contract Holders.

<b>General Liability</b>	\$1,000,000 each Occurrence/ Aggregate
<b>Automobile Liability</b>	\$300,000 Includes owned, hired & non-owned
<b>Workers' Compensation</b>	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement.
<b>Umbrella Liability</b>	\$1,000,000

When the contractor or its subcontractors are liable for any damages or claims, the contractors' policy, when the Vendor is responsible for the claim, must be primary over any other valid and collectible insurance carried by the District. Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Contractor(s). 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 or letters of self-insurance shall be furnished to the TIPS or the TIPS Member. Notwithstanding anything to the contrary herein, the successful Vendor may, at its option, meet the above insurance requirements via commercial insurance, self-insurance, alternative risk financing techniques, or a combination of these options.

## Special Terms and Conditions

- **Orders:** All vendor orders received from TIPS Members must be emailed to TIPS at tipspo@tips-usa.com.
- **Order Confirmation:** All TIPS Member Agreement orders are approved daily by TIPS and sent to vendor. The Vendor should promptly confirm receipt of orders to the TIPS Member (customer).
- **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, updated pricing when effective. TIPS shall be notified when prices change in accordance with the award.
- **Back Ordered Products:** If product is not expected to ship within the time provided to the TIPS member by the Vendor, customer should be promptly notified.

The TIPS Vendor Agreement Signature Page is inserted here.



# TIPS Revised Vendor Agreement Signature Form

RFP 191003 Electronics and Appliances, Goods and Services

Company Name Microsoft Corporation

Address One Microsoft Way

City Redmond State WA Zip 98052

Phone (425) 882-8080 Fax N/A

Email of Authorized Representative Jen.Martinsen@Microsoft.com

Name of Authorized Representative Jen Martinsen

Title Sales Excellence Director


Signature of Authorized Representative  Jen Martinsen  
878CBF54F0E147E...

Date 2/3/2020

TIPS Authorized Representative Name Meredith Barton

Title Chief Operating Officer

TIPS Authorized Representative Signature  Meredith Barton

Approved by ESC Region 8  David Wayne Fitts

Date 2/4/2020

## **NOTICE TO MEMBERS**

PLEASE CAREFULLY READ AND REVIEW THE FOLLOWING MICROSOFT BUSINESS SALES TERMS WHICH HAVE BEEN INCORPORATED INTO THE TIPS VENDOR AGREEMENT BY REFERENCE AND WHICH MAY APPLY TO ANY TIPS PURCHASE FROM THIS VENDOR. PLEASE KEEP IN MIND THAT TIPS DOES NOT PROVIDE LEGAL COUNSEL TO MEMBERS. TIPS RECOMMENDS THAT YOU CONSULT YOUR LEGAL COUNSEL WHEN EXECUTING CONTRACTS WITH OR MAKING PURCHASES FROM TIPS VENDORS.



# Surface Devices

Microsoft Proposal for  
RFP 191003

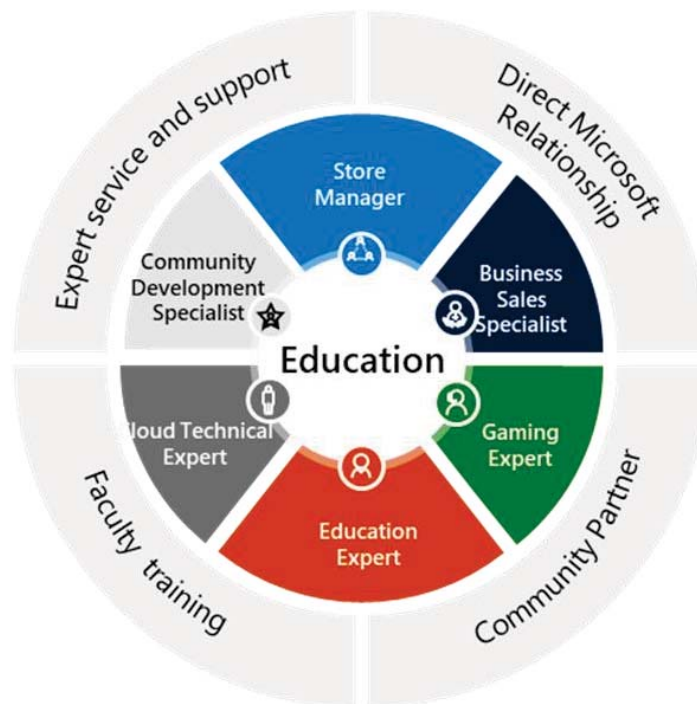
The Interlocal Purchasing  
System/TIPS

Donte Dixon, Business Program Manager  
[dodix@Microsoft.com](mailto:dodix@Microsoft.com)  
December 2019





# Microsoft Stores



# Your Microsoft Store Team |



## Partner with Microsoft Store

- |  <b>Direct Microsoft relationship</b>   |  <b>Community partner</b>  |  <b>Educator training</b>  |  <b>Service &amp; support</b>   |
|---|---|---|--|
| <ul style="list-style-type: none"><li>• Quality face time with our most qualified product experts and support team members to help troubleshoot any issues</li><li>• Private workshop sessions that feed your appetite for knowledge</li><li>• Insightful workshops led by certified experts</li><li>• Trusted place to build confidence and connect with other schools</li></ul> | <ul style="list-style-type: none"><li>• Our stores offer 2,300 hours of educational programming. These workshops and events support businesses, educators, and students</li><li>• Access to our complete Microsoft Partner Network will cover any needs including local subject matter experts.</li><li>• Giving back to the community is a pillar of Microsoft</li></ul> | <ul style="list-style-type: none"><li>• Up-to-date training on the latest classroom tools like OneNote Class Notebook, Teams, and more.</li><li>• Microsoft Innovative Educator training for professional development</li><li>• In-depth 1:1 personal training to discover how Microsoft can help you get comfortable using technology to enhance your classroom curriculum</li></ul> | <ul style="list-style-type: none"><li>• Answer your questions—no matter how simple or technical. Your satisfaction is our primary concern</li><li>• Provide deployment and migration support to ensure a smooth transition to a modern desktop</li><li>• Troubleshoot your devices so they work the way you need them, when you need them</li><li>• Set up your devices to ensure that productivity can begin on day one</li></ul> |



# Continued Support Plan

Microsoft services include events, training, and partner support throughout the year



## Events

**Class Trips:** Choose small group, interactive workshops, and/or engaging and exploratory tech adventures

**Job Shadows:** Interview our staff and discover what it's like to test out the latest gadgets

STEM and YouthSpark workshops

Summer Camps: Focused on games and 3D design

Minecraft Build Challenges

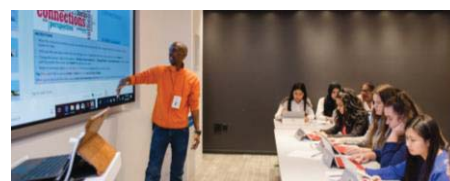


## Educator Training

Microsoft Innovative Educator (MIE) training and certifications

In-depth 1:1 personal training to discover how Microsoft can help you reach your classroom goals

Guided on- and off-site training sessions to integrate technology into curriculum



## Community Partner

Programming and Events: 2,300 hours of educational programming

Partnerships: Access our complete Microsoft Partner Network including subject matter experts

Philanthropy: Our GIVE program helps organizations around the globe



# Device Specifications



# The Surface Family

Surface inspires people to do great things, enabling them to work naturally with premium devices. Surface is our answer for customers who expect seamlessly connected hardware, software, apps, and services that work together the way they were intended. Surface prepares organizations for the future, equipping them with tools to stay competitive, manage change, and leverage the latest technology.



## Inspire employees

Choose devices that enhance the way people work naturally



## Best of Microsoft

Hardware, software, and services working together, the way they were intended



## Ready for tomorrow

Stay competitive, manage change, and leverage the latest technology advancements

## Microsoft Surface

A device for every kind of work



### Surface Go

Portable Power

The smallest, most affordable Surface 2-in-1 with a 10" touchscreen.

Available with LTE Advanced.

Perfect for portable power in the office, in the classroom, or out in the field.

### Surface Pro 7

Ultra-light and versatile

The iconic Surface 2-in-1, now even faster and more versatile with USB-A & USB-C™.

Perfect for ultra-light performance and the versatility you love to keep you productive on the go.

### Surface Pro X

Ultra-thin and always connected

The thinnest, lightest, most mobile Surface 2-in-1 yet with 13" touchscreen and LTE Advanced Pro.

Perfect for the innovator who wants to stay connected and get work done from anywhere.

### Surface Laptop 3

Style and speed

The most popular, slim, and stylish Surface laptop in a range of colors and materials, now with 13.5" and 15" touchscreens.

Perfect for people who want to get it all done in a thin, light and elegant design.

### Surface Book 2

Powerhouse performance

The most powerful Surface laptop with 13.5" or 15" detachable touchscreen.

Perfect for ultimate power and blazing graphics on the go.

### Surface Studio 2

The ultimate creative studio

The most immersive and powerful Surface desktop with a 28" fully adjustable touch-screen.

Perfect for when you want to unleash your creativity in new ways on the most immersive and powerful Surface desktop.

### Surface Hub 2S

Teamwork without boundaries

Surface Hub 2S is an all-in-one collaboration device built for teamwork.

Perfect for those who want an all-in-one collaboration device built for teamwork.

# Surface Go Technical Specifications

<b>Display</b>	10" PixelSense™ Display, 1800 x 1200 (217 PPI) 10-point multi-touch, Aspect ratio 3:2 Corning® Gorilla® Glass 3 Contrast ratio: 1500:1
<b>Dimensions</b>	9.65" x 6.9" x 0.33" (245mm x 175mm x 8.3mm)
<b>Weight<sup>2</sup></b>	Wi-Fi: 1.15 lbs (522g)
<b>Processor</b>	Intel® Pentium® Gold Processor 4415Y
<b>Memory (RAM)/storage combinations<sup>3</sup></b>	<b>4GB RAM, 64GB embedded MultiMediaCard (eMMC) drive</b> <ul style="list-style-type: none"><li>• Available in Wi-Fi only</li></ul> <b>8GB RAM, 128GB solid state drive (SSD)</b> <ul style="list-style-type: none"><li>• Available in Wi-Fi and LTE</li></ul> <b>8GB RAM, 256GB solid state drive (SSD)</b> <ul style="list-style-type: none"><li>• Available in LTE only</li></ul>
<b>Graphics</b>	Intel® HD Graphics 615
<b>Battery</b>	Wi-Fi: Up to 9 hours of local video playback <sup>1</sup>
<b>Security</b>	TPM 2.0 for enterprise security Enterprise-grade protection with Windows Hello face sign-in
<b>Software</b>	Ships with Windows 10 Pro configurable to S Mode <sup>4</sup> 1 month trial for new Microsoft Office 365 customers
<b>Wireless</b>	Wi-Fi: IEEE 802.11 a/b/g/n/ac compatible Bluetooth Wireless 4.1 technology
<b>Network (LTE Advanced models)<sup>5</sup></b>	Nano SIM Tray 4G LTE Advanced (Bands 1, 2, 3, 4, 5, 7, 8, 12, 13, 17, 19, 20, 25, 26, 28, 29, 30, 38, 39, 40, 41) GPS / GLONASS: Standalone and Assisted GNSS, accuracy up to 3 meters

<b>Sensors</b>	Ambient light sensor Accelerometer Gyroscope Magnetometer
<b>Connections and expansions</b>	1 x USB-C™ 1 x Surface Connect port 3.5mm headphone jack 1 x microSDXC card reader Surface Type Cover port
<b>Cameras, video, and audio</b>	Windows Hello face authentication camera (front-facing) 5.0MP front-facing camera with 1080p Skype HD video 8.0MP rear-facing autofocus camera with 1080p HD video Single microphone 2W stereo speakers with Dolby® Audio™ Premium
<b>Exterior</b>	Casing: Magnesium Color: Silver Physical buttons: Volume, Power
<b>What's in the box</b>	Surface Go 24W Surface Power Supply Quick Start Guide Safety and Warranty documents
<b>Warranty</b>	1-year limited hardware warranty

# Surface Pro 7 Technical Specifications

<b>Dimensions</b>	11.5" x 7.5" x 0.33" (292 mm x 201 mm x 8.5 mm)	<b>Storage<sup>1</sup></b>	Solid-state drive (SSD) options: 128GB, 256GB, 512GB, or 1TB
<b>Display</b>	Screen: 12.3" PixelSense™ Display Resolution: 2736 x 1824 (267 PPI) Aspect ratio: 3:2 Touch: 10-point multi-touch	<b>Battery life<sup>2</sup></b>	Up to 10.5 hours of typical device usage
<b>Memory</b>	4GB, 8GB, or 16GB LPDDR4x RAM	<b>Graphics</b>	Intel® UHD Graphics (i3) Intel® Iris® Plus Graphics (i5, i7)
<b>Processor<sup>3</sup></b>	Dual-core 10th Gen Intel® Core™ i3-1005G1 Processor Quad-core 10th Gen Intel® Core™ i5-1035G4 Processor Quad-core 10th Gen Intel® Core™ i7-1065G7 Processor	<b>Connections</b>	1 x USB-C™ 1 x full-size USB-A 3.5 mm headphone jack 1 x Surface Connect port Surface Type Cover port <sup>4</sup> MicroSDXC card reader Compatible with Surface Dial off-screen interaction*
<b>Security</b>	TPM 2.0 chip for enterprise security Enterprise-grade protection with Windows Hello face sign-in	<b>Cameras, video, and audio</b>	Windows Hello face authentication camera (front-facing) 5.0MP front-facing camera with 1080p full HD video 8.0MP rear-facing autofocus camera with 1080p full HD video Dual far-field Studio Mics 1.6W stereo speakers with Dolby® Audio™ Premium
<b>Software</b>	Windows 10 Pro 1 month trial for new Microsoft Office 365 customers	<b>Wireless</b>	Wi-Fi 6: 802.11ax compatible Bluetooth Wireless 5.0 technology
<b>Sensors</b>	Ambient light sensor Accelerometer Gyroscope Magnetometer	<b>Exterior</b>	Casing: Signature unibody magnesium design with hidden perimeter venting Colors: Platinum, Matte Black <sup>5</sup> Physical buttons: Volume, Power
<b>What's in the box</b>	Surface Pro 7 Power Supply Quick Start Guide Safety and warranty documents	<b>Warranty</b>	1-year limited hardware warranty
<b>Weight (not including type cover)</b>	i3, i5: 1.70 lb (775 g) i7: 1.74 lb (790 g)		

<sup>1</sup> System software and updates use significant storage space. Available storage is subject to change based on system software and updates and apps usage. 1 GB = 1 billion bytes. 1 TB = 1,000 GB. See [Surface Storage](#) for more details.

<sup>2</sup> Up to 10.5 hours of battery life based on typical Surface device usage. Testing conducted by Microsoft in September 2019 using preproduction software and preproduction Intel® Core™ i5, 256GB, 8 GB RAM device. Testing consisted of full battery discharge with a mixture of active use and modern standby. The active use portion consists of (1) a web browsing test accessing 8 popular websites over multiple open tabs, (2) a productivity test utilizing Microsoft Word, PowerPoint, Excel and Outlook, and (3) a portion of time with the device in use with idle applications. All settings were default except screen brightness was set to 150nits with Auto-Brightness disabled. Wi-Fi was connected to a network. Battery life varies significantly with settings, usage and other factors.

<sup>3</sup> For more information on processor, see [surface.com/business](#).

<sup>4</sup> Compatible with the Surface Pro Type Cover and Surface Pro Signature Type Cover only (sold separately).

<sup>5</sup> Available colors for Type Cover (sold separately) and Surface Pro 7 may vary by market and configuration.

<sup>6</sup> Weight not including Type Cover.

# Surface Laptop 3 Technical Specifications

<b>Display</b>	Surface Laptop 3 13.5" Screen: 13.5" PixelSense™ Display Resolution: 2256 x 1504 (201 PPI) Aspect ratio: 3:2 Surface Pen* enabled Touch: 10-point multi-touch	Surface Laptop 3 15" Screen: 15" PixelSense™ Display Resolution: 2496 x 1664 (201 PPI) Aspect ratio: 3:2 Surface Pen* enabled Touch: 10-point multi-touch	<b>Software</b>	Windows 10 Pro 1-month trial for new Microsoft Office 365 customers	
	<b>Dimensions</b>	Surface Laptop 3 13.5": 12.1" x 8.8" x .57" (308 mm x 223 mm x 14.51 mm) Surface Laptop 3 15": 13.4" x 9.6" x .57" (339.5 mm x 244 mm x 14.69 mm)		<b>Wireless</b>	Bluetooth Wireless 5.0 technology Surface Laptop 3 I/P 13.5": Wi-Fi 6: 802.11ax compatible Surface Laptop 3 I/P 15": Wi-Fi 5: 802.11ac compatible
<b>Weight</b>	Surface Laptop 3 13.5" in Matte Black and Sandstone: 2.84 lb (1,288 g) Surface Laptop 3 13.5" in Platinum and Cobalt Blue: 2.79 lb (1,265 g) Surface Laptop 3 15" in Platinum and Matte Black: 3.4 lb (1,542 g)		<b>Sensors</b>	Ambient light sensor	
<b>Processor</b>	Quad-core 10th Gen Intel® Core™ i5-1035G7 Processor Quad-core 10th Gen Intel® Core™ i7-1065G7 Processor		<b>Connections</b>	1 x USB-C™ 1 x USB-A 3.5 mm headphone jack 1 x Surface Connect port Compatible with Surface Dial off-screen interaction*	
<b>Memory</b>	Surface Laptop 3 13.5": 8GB or 16GB LPDDR4x RAM Surface Laptop 3 15": 8GB, 16GB, or 32GB LPDDR4x RAM		<b>Cameras, video, and audio</b>	Windows Hello face authentication camera (front-facing) 720p HD f2.0 camera (front-facing) Dual far-field Studio Mics Omnisonic Speakers with Dolby® Audio™ Premium	
<b>Graphics</b>	Intel® Iris™ Plus Graphics		<b>Exterior</b>	Casing: Aluminum Power and Volume buttons on keyboard Surface Laptop 3 15" colors: <sup>4</sup> Matte Black with metal palm rest Platinum with metal palm rest	
<b>Storage<sup>1</sup></b>	Solid-state drive (SSD removable by Microsoft Authorized Service Providers) options: 128GB, 256GB, 512GB, 1TB			Surface Laptop 13.5" colors: <sup>4</sup> Sandstone with metal palm rest Matte Black with metal palm rest Cobalt Blue with Alcantara® material palm rest Platinum with Alcantara® material palm rest	
<b>Battery life<sup>2</sup></b>	Surface Laptop 3 13.5": Up to 11.5 hours of typical device usage Surface Laptop 3 15": Up to 11.5 hours of typical device usage		<b>What's in the box</b>	Surface Laptop 3 13.5" or 15" Power Supply Quick Start Guide Safety and warranty documents	
<b>Security</b>	Firmware TPM Enterprise-grade protection with Windows Hello face sign-in		<b>Warranty</b>	1-year limited hardware warranty	
<b>Best-in-class support from Microsoft Store</b>	30-day return policy 90 days of free technical phone support 12 months in-store support and technical assistance 1 free 60-minute training session to transfer data and optimize performance				

\*Sold separately

<sup>1</sup> System software and updates use significant storage space. Available storage is subject to change based on system software and updates and apps usage. 1 GB = 1 billion bytes. 1 TB = 1,000 GB. See [Surface Storage](#) for more details.

<sup>2</sup> Hard drive is not user removable. Hard drive is only removable by skilled technician following Microsoft provided instructions.

<sup>3</sup> Up to 11.5 hours of battery life based on typical Surface device usage. Testing conducted by Microsoft in September 2019 using preproduction software and preproduction 13.5" Intel® Core™ i5, 256GB, 8 GB RAM and 15" Intel® Core™ i7, 512GB, 16 GB RAM devices. Battery life varies significantly with settings, usage and other factors. See [surface.com](#).

<sup>5</sup> For more information on processor, see [surface.com/business](#).

<sup>5</sup> Colors available on select models only; available colors may vary by market and store.

# Surface Pro X Technical Specifications

<b>Dimensions</b>	11.3 in x 8.2 in x 0.28 in (287 cm x 208cm x 7.3mm)	<b>Battery life<sup>2</sup></b>	Up to 13 hours of typical device usage <sup>2</sup>
<b>Display</b>	Screen: 13" PixelSense™ Display Resolution: 2880 x 1920 (267 PPI) Aspect ratio: 3:2 Touch: 10 point multi-touch	<b>Graphics</b>	Microsoft® SQ1™ Adreno™ 685 GPU
<b>Memory</b>	8GB or 16GB LPDDR4x RAM	<b>Connections</b>	2 x USB-C™ 1 x Surface Connect port Surface Keyboard port 1 x nano SIM Compatible with Surface Dial off-screen interaction*
<b>Processor<sup>3</sup></b>	Microsoft® SQ1™	<b>Cameras, video, and audio</b>	Windows Hello face authentication camera (front-facing) 5.0MP front-facing camera with 1080p full HD video 10.0MP rear-facing autofocus camera with 1080p HD and 4k video Dual far-field Studio Mics 2W stereo speakers with Dolby® Audio™ Premium
<b>Security</b>	Firmware TPM chip for enterprise security and BitLocker support Enterprise-grade protection with Windows Hello face sign-in	<b>Wireless</b>	Wi-Fi 5: 802.11ac compatible Bluetooth Wireless 5.0 technology Qualcomm® Snapdragon™ X24 LTE modem Up to Gigabit LTE Advanced Pro <sup>4</sup> with nanoSIM and eSIM support. LTE Bands supported: 1, 2, 3, 4, 5, 7, 8, 12, 13, 14, 19, 20, 25, 26, 28, 29, 30, 38, 39, 40, 41, 46, 66 Assisted GPS and GLONASS support
<b>Software</b>	Windows 10 Pro 1 month trial for new Microsoft Office 365 customers	<b>Exterior</b>	Casing: Signature anodized aluminum with carbon composite fanless thermal cooling Colors: Matte Black Physical buttons: Volume, Power
<b>Sensors</b>	Accelerometer Gyroscope Magnetometer Ambient light sensor	<b>Warranty</b>	1-year limited hardware warranty
<b>What's in the box</b>	Surface Campus Power Supply SIM Card access tool Quick Start Guide Safety and warranty documents		
<b>Weight<sup>5</sup> (not including keyboard)</b>	1.7 lb (774g)		
<b>Storage<sup>1</sup></b>	Removable solid-state drive (SSD) options: 128, 256, or 512 GB		

<sup>1</sup> System software and updates use significant storage space. Available storage is subject to change based on system software and updates and apps usage. 1 GB = 1 billion bytes. 1 TB = 1,000 GB. See [Surface Storage](#) for more details.

<sup>2</sup> Up to 13 hours of battery life based on typical Surface device usage. Testing conducted by Microsoft in September 2019 using preproduction software and preproduction configurations of Surface Pro X. Testing consisted of full battery discharge with a mixture of active use and modern standby. The active use portion consists of (1) a web browsing test accessing 8 popular websites over multiple open tabs, (2) a productivity test utilizing Microsoft Word, PowerPoint, Excel and Outlook, and (3) a portion of time with the device in use with idle applications. All settings were default except screen brightness was set to 150nits with Auto-Brightness disabled. Wi-Fi was connected to a network. Battery life varies significantly with settings, usage and other factors.

<sup>3</sup> For more information on processor, see [surface.com/business](https://surface.com/business).

<sup>4</sup> Service availability and performance subject to service provider's network. Contact your service provider for details, compatibility, pricing, SIM card, and activation. See all specs and frequencies at [surface.com](https://surface.com).

<sup>5</sup> Weight not including Surface Pro X Keyboard.



# Surface Book 2 Technical Specifications

	Surface Book 2 13"	Surface Book 2 15"
<b>Display</b>	13.5" PixelSense™ Display, 3000 x 2000, (267 PPI) 10-point multi-touch G5	15" PixelSense™ Display, 3240 x 2160, (260 PPI), 10-point multi-touch G5
<b>Processor/ RAM/Storage</b>	<p><b>7th Gen Intel® Core™ i5-7300U dual-core processor:</b> 8GB RAM 1866Mhz LPDDR3, 256GB SSD<sup>3</sup></p> <p><b>8th Gen Intel® Core™ i7-8650U quad-core processor:</b> 8GB RAM 1866Mhz LPDDR3, 256GB SSD<sup>3</sup> 16GB RAM 1866Mhz LPDDR3, 512GB SSD<sup>3</sup> 16GB RAM 1866Mhz LPDDR3, 1TB SSD<sup>3</sup></p>	<p><b>8th Gen Intel® Core™ i7-8650U quad-core processor:</b> 16GB RAM 1866Mhz LPDDR3, 256GB SSD<sup>3</sup> 16GB RAM 1866Mhz LPDDR3, 512GB SSD<sup>3</sup> 16GB RAM 1866Mhz LPDDR3, 1TB SSD<sup>3</sup></p>
<b>Graphics</b>	<p>Intel® i5: Intel® HD Graphics 620 integrated GPU</p> <p>Intel® i7: NVIDIA® GeForce® GTX 1050 discrete GPU w/ 2GB GDDR5 graphics memory</p>	NVIDIA® GeForce® GTX 1060 discrete GPU w/ 6GB GDDR5 graphics memory
<b>OS</b>	Ships with 64-bit Windows 10 Pro(Windows Creators Update)	
<b>Dimensions</b>	<p>Intel® i5: 12.3" x 9.14" x 0.51"-0.90" (312 mm x 232 mm x 13 mm-23 mm)</p> <p>Intel® i7: 12.3" x 9.14" x 0.59"-0.90" (312 mm x 232 mm x 15 mm-23 mm)</p>	13.5" x 9.87" x 0.568-0.90" (343 mm x 251 mm x 15 mm-23 mm)
<b>Weight</b>	Intel® i5: Starting at 3.38 lbs (1,534 g) <sup>4</sup> Intel® i7: Starting at 3.62 lbs (1,642 g) <sup>4</sup>	Starting at 4.2 lbs (1,905 g) <sup>4</sup>
<b>Battery</b>	Up to 17 hours of video playback <sup>1</sup>	
<b>Wireless</b>	Wi-Fi: IEEE 802.11 a/b/g/n/ac compatible, Bluetooth Wireless 4.1 technology Xbox Wireless built-in (15" only)	
<b>Connections</b>	2 x full-size USB 3.1 Gen 1, 1 x USB-C, 2 x Surface Connect ports (base and tablet), Full-size SD™ card reader, 3.5mm headphone jack	
<b>Storage type</b>	PCIe SSD <sup>3</sup>	
<b>Security</b>	TPM 2.0 chip for enterprise security, Common Criteria (CC) EAL4+, FIPS 140-2 level 2	
<b>Biometrics</b>	Enterprise-grade protection with Windows Hello	
<b>Sensors</b>	Ambient light sensor Proximity sensor Accelerometer Gyroscope Magnetometer	
<b>Camera</b>	5.0MP front-facing camera with 1080p HD video, 8.0MP rear-facing autofocus camera with 1080p HD video, Windows Hello face authentication camera (front-facing)	
<b>Audio</b>	Dual microphones, Front-facing stereo speakers with Dolby® Audio™ Premium, Support for Windows Sonic for Headphones, Support for Dolby® Atmos for Headphones <sup>5</sup>	
<b>Modes</b>	Can be used in Laptop Mode, Tablet Mode, View Mode or Studio Mode	

# Surface Studio 2 Technical Specifications

<b>Dimensions</b>	Display: 25.1" x 17.3" x 0.5" (637.35 mm x 438.90 mm x 12.50 mm) Base: 9.8" x 8.7" x 1.3" (250.00 mm x 220.00 mm x 32.20 mm)
<b>Weight</b>	21 lbs. max (9.56 kg max)
<b>Storage<sup>1</sup></b>	1TB or 2TB solid-state drive (SSD)
<b>Memory</b>	16GB or 32GB (DDR4)
<b>Processor</b>	Intel® Core® 7th Generation i7-7820HQ
<b>Graphics</b>	NVIDIA® GeForce® GTX 1060 6GB GDDR5 memory NVIDIA® GeForce® GTX 1070 8GB GDDR5 memory
<b>Display</b>	Screen: 28" PixelSense™ Display Resolution: 4500 x 3000 (192 PPI) Color settings: sRGB, DCI-P3, and Vivid Individually color-calibrated display Aspect Ratio: 3:2 Touch: 10 point multi-touch Supports Surface Pen with tilt activation, Surface Dial* on-screen interaction, and Zero Gravity Hinge
<b>Connections</b>	4 x USB 3.0 (one high power port) Full-size SD™ card reader (SDXC) compatible 1 x USB-C 3.5 mm headphone jack Compatible with Surface Dial* on-screen interaction 1 Gigabit Ethernet port
<b>Cameras, video, audio</b>	Windows Hello face authentication camera (front-facing) 5.0MP front-facing camera with 1080p HD video Dual microphones Stereo 2.1 speakers with Dolby® Audio™ Premium
<b>Wireless</b>	Wi-Fi: 802.11ac Wi-Fi wireless networking, IEEE 802.11 a/b/g/n compatible Bluetooth Wireless 4.0 technology Xbox Wireless built-in <sup>2</sup>
<b>Exterior display port</b>	Up to two 4K UHD (@30Hz) or single 4K UHD (@60Hz)
<b>Security</b>	TPM 2.0 chip for enterprise security Enterprise-grade protection with Windows Hello face sign-in
<b>What's in the box</b>	Surface Studio 2 Surface Pen Surface Keyboard Surface Mouse Power cord with grip-release cable Quick start guide Safety and warranty guide
<b>Software</b>	Windows 10 Pro 1 month trial for new Microsoft Office 365 customers
<b>Exterior</b>	Physical buttons: Volume, Power
<b>Warranty</b>	1-year limited hardware warranty
<b>Best-in-class support from Microsoft Store<sup>3</sup></b>	30-day return policy 90 days of free technical phone support 12 months in-store support and technical assistance <sup>4</sup> 1 free 60-minute training session <sup>5</sup>

# Surface Hub 2S Technical Specifications

<b>Dimensions</b>	29.2" x 43.2" x 3.0" (741 mm x 1097 mm x 76 mm)	<b>Audio/Video</b>	Full range front facing 3-way stereo speakers Full band 8-element MEMS microphone array Microsoft Surface Hub 2 Camera, 4K, USB-C™ connection, 90 degree HFOV
<b>Weight</b>	61.6 lbs. (28 kg)	<b>Pen</b>	Microsoft Surface Hub 2 Pen (active)
<b>Resolution</b>	3840 x 2560	<b>Software</b>	Windows 10 Microsoft Teams for Surface Hub <sup>2</sup> Skype for Business <sup>2</sup> Microsoft Whiteboard Microsoft Office (Mobile) Microsoft Power BI <sup>2</sup>
<b>Display</b>	PixelSense™ Display, 3:2 aspect ratio, 10-bit color, 15.5 mm border, anti-glare, IPS LCD	<b>Exterior</b>	Casing: Precision machined aluminum with mineral-composite resin Color: Platinum Physical Buttons: Power, Volume, Source
<b>Compute</b>	Quad-core 8th Generation Intel® Core™ i5 processor, 8GB RAM, 128GB SSD <sup>1</sup>	<b>What's in the box</b>	(1) Surface Hub 2S (1) Surface Hub 2 Pen (1) Surface Hub 2 Camera 3m AC Power Cable Quick Start Guide
<b>Graphics</b>	Intel® UHD 620	<b>Warranty</b>	1-year limited hardware warranty
<b>Wireless</b>	Wi-Fi 5 (IEEE 802.11 a/b/g/n/ac compatible) Bluetooth Wireless 4.1 technology Miracast Display		
<b>Connections</b>	USB-A Mini-DisplayPort Video Output RJ45 Gigabit Ethernet HDMI Video Input USB-C™ with DisplayPort Input (4) USB-C™ (on display)		
<b>Sensors</b>	Doppler occupancy sensor Accelerometer Gyroscope		

## Surface Hub 2 Pen technical specifications

<b>Dimensions</b>	5.94" x 0.64" x 0.56" (151 mm x 16.3 mm x 14.3 mm)
<b>Weight</b>	0.09 lbs. (41 g)
<b>Buttons</b>	Barrel button and tail eraser
<b>Color</b>	Grey
<b>Connector type</b>	Bluetooth 4.0
<b>Compatibility</b>	Surface Hub 2S Surface Book 2 <sup>1</sup> Surface Book Surface Studio 2 <sup>1</sup> Surface Studio <sup>1</sup> Surface Laptop Surface Go Surface Go with LTE Advanced Surface Pro 6 <sup>1</sup> Surface Pro (5th Gen) <sup>1</sup> Surface Pro (5th Gen with LTE Advanced) <sup>1</sup> Surface Pro 4 Surface Pro 3 Surface 3

## Surface Hub 2 Camera technical specifications

<b>Dimensions</b>	2.26" x 2.18" x 1.65" (57.5 mm x 55.3 mm x 42 mm)
<b>Weight</b>	0.19 lbs. (88.01 g)
<b>Connection</b>	USB-C™ (with magnetic attach)
<b>Resolution</b>	4K
<b>Field of View</b>	90 degree HFOV
<b>Imaging Features</b>	Anti-flicker Face based auto exposure Up to 30 frames per second

# Warranty Options



# Microsoft Service Offerings for Pro, Laptop, Book & Go

(US & Canada)

	Manufacturer Hardware Warranty	Microsoft Extended Hardware Service	Microsoft Complete for Business	Microsoft Complete for Business Plus	Microsoft Complete for Enterprise <sup>3</sup>
<b>At a glance</b>					
Plan duration	1 year	Up to 3 or 4 years	Up to 2, 3, or 4 years	Up to 2, 3, or 4 years	Up to 3 years
Availability	Day of purchase	Within 45 days of purchase	Within 45 days of purchase	Within 45 days of purchase	Within 45 days of purchase
Prepaid return shipment	✓	✓	✓	✓	✓
<b>Protect</b>					
Claims sharing					✓
1/50 device retention <sup>3</sup>					✓
<b>Respond</b>					
Mechanical breakdown <sup>4</sup>	✓	✓	✓	✓	✓
Accidental damage <sup>4</sup>			✓	✓	✓
Advanced Exchange <sup>1</sup>		✓	✓	✓	✓
Next Business Day Replacement				✓	✓
				+	+
				<b>Concierge<sup>2</sup></b> Deployment resources, monthly live online trainings, customized training session, quarterly business reviews	<b>Concierge<sup>2</sup></b> Deployment resources, monthly live online trainings, customized training session, quarterly business reviews

1 Advanced Exchange Service is available at no additional charge with Surface Pro 6 for Business and Surface Laptop 2 for Business SKUs. Advanced Exchange is only available in supported markets. Restrictions apply. See Surface for Business warranty page for [AES terms and conditions](#) and list of supported markets.

2 With your purchase of Microsoft Complete for Business Plus or Microsoft Complete for Enterprise, you also receive Concierge services provided by Microsoft at no additional cost. Customized online training sessions and quarterly business reviews are available with purchases of 250+ Surface devices. For questions, contact the Concierge team at [myguide@microsoft.com](mailto:myguide@microsoft.com).

3 Device retention is only available for Microsoft Complete for Enterprise plans and with purchase of 50 units or more in one order. Please see appropriate Microsoft Extended Service Plan terms and conditions for program specifics. Exclusions apply. Certain offerings are insurance and details of the insurer can be found in terms and conditions. This information is provided for summary purposes only. For more details on the insurer (where applicable), features and benefits of the coverage, please visit [here](#) for a copy of the Microsoft Complete terms and conditions. See the pricelist for most current pricing.

4 For Extended Hardware Service, Complete for Business, Complete for Business Plus, & Complete for Enterprise – aggregate limit of liability up to the original product purchase price or 2 replacement claims. This information is provided for summary purposes only. For more details on the insurer (where applicable), features and benefits of the coverage, please visit [here](#) for a copy of the Microsoft Complete terms and conditions. See the pricelist for most current pricing.

# Business Sales Terms





any updates thereto). Unless otherwise agreed, Microsoft will use ground shipping to ship Devices to Customer.

**4.Limitation of Liability.** The total liability of each party for all claims related to each purchased Device and this Agreement is limited to direct damages up to the amount Customer paid for the purchased Device(s) or the total amount paid under this Agreement, whichever is less. Customer may not recover any other damages, including consequential, incidental, indirect, special, reliance or punitive damages, or lost profits. These limitations apply to all damages related in any way to this Agreement, including anything related to any applicable manufacturer's warranty and claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, reliance or other torts to the extent permitted by applicable law. It also applies even if Microsoft knew or should have known about the possibility of the damages. Some States or Provinces do not allow limitations on liability as stated above, so some or all of this limitation may not apply to Customer.

**5.Software Licenses.** Software included with, or preloaded on, the Devices ("Included Software") purchased under this Agreement may be subject to separate license terms included with that software ("EULA"). Customer accepts the EULA (1) by signing and/or clicking "Submit" on any Microsoft order form page (if the EULA is attached or available online), (2) by breaking the seal on packaging of a Device that refers to the EULA, (3) by using the Device or (4) by installing, copying or otherwise using the Included Software. If more than one software product is included in the Included Software, e.g., operating system software and a productivity software suite, then each product may have its own EULA. Customer is not authorized to install or use the Included Software unless Customer first agrees to the Included Software's EULA or has a separate license agreement with Microsoft governing use of such Included Software. If Customer does not want to agree to a EULA, Customer may return the Device unused to Microsoft for a full refund. Each EULA is not part of this Agreement, but to the extent of any conflict with this Agreement, the EULA will control solely for the Included Software to which it applies.

**6.Services.** Microsoft may be asked to provide training, support or depot (customized device), or other services incidental to the Devices purchased under this Agreement (the "Services"). Unless otherwise stated in this Agreement, the following terms shall apply to the delivery of all such Services:

- (a) **Insurance.** Microsoft will maintain industry-appropriate insurance coverage at all times when performing Professional Services on Customer's premises under this agreement via commercial insurance, self-insurance, a combination of the two or any other similar risk financing alternative. Microsoft will provide Customer with evidence of coverage on request.
- (b) **Use of technical information from Services.** Microsoft may use any technical information Microsoft derives from providing Services for problem resolution, troubleshooting, product functionality enhancements, fixes, and for Microsoft's knowledge base. Microsoft agrees not to identify Customer or disclose any of Customer's Confidential Information in any item in the knowledge base.
- (c) **Microsoft as independent contractor.** Microsoft provides Services as an independent contractor and will be responsible for all social security, unemployment, workers' compensation and other withholding taxes for all of Microsoft's employees. Customer and Microsoft each may develop products independently without using the other's Confidential Information.

**7.Warranties.** The sole warranty Microsoft provides for Devices is the manufacturer's warranty (if any) provided with the Device(s). Microsoft warrants that Services it provides will be performed in a professional and workmanlike manner, consistent with industry standards. If Microsoft fails to meet the warranty and Customer notifies Microsoft within 90 days of the date of performance, then Microsoft will either re-perform

the Services or return the price paid for them. **MICROSOFT PROVIDES NO OTHER WARRANTIES OR CONDITIONS AND DISCLAIMS ANY OTHER EXPRESS, IMPLIED OR STATUTORY WARRANTIES, INCLUDING WARRANTIES OF QUALITY, TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** This disclaimer will apply except to the extent not permitted by applicable law.

#### **8. Payment Terms for Microsoft's Invoice; Credit Review.**

Payments to Microsoft must be made in the currency and according to the terms stated on Microsoft's invoice. The terms of any extension of credit under this agreement may be withdrawn by Microsoft upon notice. Microsoft may assess a finance charge on all past due amounts, payable on demand and equal to the lesser of an annual rate of 1% per month or the highest amount allowed by law, applied from the first day the amount is past due until paid in full. Microsoft has no obligation to continue to provide Services if Customer fails to make timely payment. All payment terms are net 30 days from date of invoice.

By accepting the terms of this Agreement, Customer also agrees that Microsoft may obtain a current credit report related to the business entity identified in the credit application and conduct a review of the credit report. Upon request, Microsoft will tell Customer the name and address of each credit reporting agency from which Microsoft obtained a current credit report. Microsoft may also request audited financial statements to verify financial condition. Microsoft may periodically review the credit performance of the Customer. Deterioration in payment history, financial strength, new reports of judgments/liens or bankruptcy could result in adjustments to the credit terms granted to the Customer.

**9>Returns.** Unless as otherwise stated below, Microsoft will accept returns for Devices that meet the return criteria set forth below for 30 days from the date of purchase or download, as applicable. All returns and exchanges must be accompanied by the original documentation, instruction manuals, registration, parts and components (including cables, controllers, and accessories) and the original manufacturer packaging. Refunds will equal the amount paid less the original shipping and handling charges, if any. The following items may not be returned: (i) items that have been personalized or customized; (ii) special order items; (iii) items that have been used, altered or that show wear or damage; (iv) gift cards and Skype cards; and (v) items that are not in resaleable condition.

Services that have already been performed may not be returned or refunded.

For software and games, you may only return opened items during the return period if: (i) you don't agree with the license agreement, or (ii) the media does not work, and (iii) only if you do not make or retain any copies. Opened software and games may only be exchanged for the same product. If we no longer have the same product, we will issue you a Microsoft Store credit.

**ALL SALES ARE FINAL** for random access memory ("RAM") products and clearance items or those marked with a designation such as "Final Sale" or "Non-Returnable." For promotional items and bundles, and unless otherwise stated in writing, all included products and/or Services must be returned together. If a service included in the promotion and/or bundle has been used (for example a used promotional promo code), the full retail value of the service will be deducted from the refund amount. When a bundle is purchased and only part of the bundle is returned, the bundle discount is void, and the total bundle discount will be deducted from the refund.

A restocking fee of ten percent (10%) may be deducted from the refund amount for hardware products.

Microsoft is not responsible for any personal data included on returned or exchanged items. Please ensure that your personal data is removed from all items prior to return or exchange.

Notwithstanding the foregoing, nothing in this section will be construed as a waiver of your statutory rights under the law regarding returns, exchanges or withdrawal rights.

#### **10. Compliance with laws, privacy and security.**

Microsoft and Customer will each comply with all applicable laws and regulations (including applicable security breach notification laws). However, Microsoft is not responsible for compliance with any laws or regulations applicable to Customer or Customer's industry that are not also generally applicable to information technology services providers. Customer consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this Agreement.

Customer may choose to provide the personal information of third parties to Microsoft (including Customer's contacts, resellers, distributors, administrators, and employees) as part of this Agreement. Customer will obtain all required consents from third parties under applicable privacy and data protection laws before providing personal information to Microsoft.

#### **11. Defense of third-party claims.**

Microsoft will defend Customer against any claim by an unaffiliated third party that a Device infringes its patent, copyright or trademark, or makes unlawful use of its trade secret. Microsoft will pay any resulting adverse final judgment or approved settlement. This does not apply to claims or awards based on (1) Customer Data; (2) non-Microsoft software; (3) modifications to a Device made by Customer or any specifications or material Customer provides; (4) Customer's combination of the Device with (or damages based on the value of) a non-Microsoft product, business process or data; (5) Customer's use of a Microsoft trademark without express, written consent, or Customer's use of a Device after being notified to stop due to a third-party claim; (6) Customer's use or distribution of a Device in violation of this agreement, or (7) Devices provided free of charge.

If Microsoft reasonably believes that a third party claim under this section may bar Customer's use of the Device, Microsoft will seek to obtain the right for Customer to keep using it or modify or replace it with a functional equivalent, in which case Customer must discontinue use of the prior version immediately. If these options are not commercially reasonable, Microsoft may terminate Customer's right to the Device and refund any amounts Customer has paid.

Customer must (1) notify Microsoft of any claim subject to this section, (2) give Microsoft sole control over the defense or settlement, and (3) provide reasonable assistance in the defense of the claim. Out-of-pocket expenses incurred in providing reasonable assistance will be reimbursed. Microsoft must approve any settlement. The remedies provided in this section are the exclusive remedies for the claims described in this section.

#### **12. Additional Terms.**

- (a) Non-Microsoft software and technology.** Customer is solely responsible for any non-Microsoft software or technology that it installs or uses with the Devices or otherwise in connection with this agreement. Customer will direct and control the installation and use of such software or technology through its actions (including the use of APIs and other technical means). Microsoft is not a party to and is not bound by any terms governing Customer's use of non-Microsoft software or technology. Microsoft will not run or make any copies of such software or technology outside of its relationship with Customer. Customer may not install or use non-Microsoft software or technology in any way

that would subject Microsoft's intellectual property or technology to obligations beyond those included in this agreement.

- (b) **Applicable law.** This Agreement shall be governed and construed in accordance with the laws of the State of Washington. The 1980 United Nations Convention on Contracts for the International Sale of Goods and its related instruments will not apply to this agreement.
- (c) **U.S. export.** Devices are subject to U.S. export jurisdiction. Customer must comply with all applicable international and national laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end use and destination restrictions by U.S. and other governments related to Microsoft products, services, and technologies. For additional information related to Microsoft compliance with export rules, see <http://www.microsoft.com/exporting>. Customer must notify Microsoft at [cmec@microsoft.com](mailto:cmec@microsoft.com) as to any regulatory or legal controls on the use, access or transfer of Customer's software or technology prior to such use, access or transfer to or by Microsoft. Customer will provide sufficient information to permit Microsoft to comply with applicable controls on Customer's software or technology.
- (d) **Taxes.**
  - (i) If any amounts are to be paid to Microsoft, the amounts owed by Microsoft are exclusive of any taxes. Customer shall pay any applicable value added, goods and services, sales, or like taxes that are owed with respect to any order submitted under this agreement and which are permitted to be collected from Customer by Microsoft under applicable law. Customer shall be responsible for any applicable stamp taxes and for all other taxes that it is legally obligated to pay including any taxes that arise on transactions between Customer and its Affiliates. Microsoft shall be responsible for all taxes based upon its net income or its property ownership.
  - (ii) For qualified Customers, prices may exclude any sales or use taxes, duties, and other governmental charges (including any value added taxes). Customer will provide Microsoft a valid exemption certificate, and then Microsoft will not collect the taxes covered by such certificate.
  - (iii) If any taxes are required to be withheld on payments made by Customer to Microsoft, Customer may deduct such taxes from the amount owed Microsoft and pay them to the appropriate taxing authority; provided however, that Customer promptly secures and delivers an official receipt for those withholdings and other documents reasonably requested by Microsoft to claim a foreign tax credit or refund. Customer will make certain that any taxes withheld are minimized to the extent possible under applicable law. Customer remains obligated to pay Microsoft for the amount of tax withheld until Customer provides to Microsoft the official receipt and other documents reasonably requested.
- (e) **Use of contractors.** Microsoft may use contractors to perform Services, but will be responsible for their performance, subject to the terms of this agreement.
- (f) **No third-party beneficiaries.** This agreement does not create any third-party beneficiary rights.
- (g) **Survival.** Provisions regarding ownership and license rights, fees, Use Rights, restrictions on use, warranties, limitations of liability, confidentiality, defense of claims by either party, compliance verification, obligations on termination, and the provisions in the section titled "Miscellaneous," will survive termination of the agreement.
- (h) **Severability.** If any provision of this agreement is held to be illegal, invalid, or unenforceable, the remaining provisions will remain in effect and the agreement will be deemed amended to give maximum effect to the eliminated provision.
- (i) **Waiver.** Failure to exercise any right or remedy will not constitute a waiver. Any waiver must be in writing and executed by the waiving party.

**13.HoloLens Terms of Use and Sale.** The following additional terms (Section 13) apply if you are purchasing a HoloLens device.

**(a) HoloLens 2 Commercial Terms (for Commercial and Developer versions).**

**1. Applicable Terms.**

- i. Microsoft HoloLens 2 is intended for sale to commercial businesses and education entities, and, in the case of the developer edition, to developers. It is not intended for sale to consumers or individuals. By purchasing, you hereby agree not to resell the product. Unless otherwise agreed to in writing, **ALL SALES OF A HOLOLENS 2 COMMERCIAL AND DEVELOPER DEVICE ARE FINAL AND NON-REFUNDABLE, AND HAVE A MANUFACTURER’S LIMITED WARRANTY.**
- ii. This product is not intended for use by children under the age of 13.
- iii. In addition to these Microsoft Stores Direct Business Sales Terms, the Microsoft HoloLens 2 Commercial Terms of Use and Sale (the “HoloLens Commercial Store Terms”) apply to you if you submit a purchase order for a HoloLens 2. Please visit: <https://query.prod.cms.rt.microsoft.com/cms/api/am/binary/RE1YIXi> to review the [HoloLens Commercial Terms](#). By purchasing you also agree to the software license here: [https://www.microsoft.com/en-us/UseTerms/OEM/Windows/10Mobile/UseTerms\\_OEM\\_Windows\\_10Mobile\\_English.htm](https://www.microsoft.com/en-us/UseTerms/OEM/Windows/10Mobile/UseTerms_OEM_Windows_10Mobile_English.htm)

**2. Order of Precedence.** In the event of a conflict between the HoloLens 2 Commercial Store Terms and the Microsoft Stores Direct Business Sales Terms, and except as set forth in Section 13(b) below, the HoloLens 2 Commercial Store Terms prevail.

(b) Notwithstanding the terms set forth in Sections 13(a) above, you agree that, as it pertains to any HoloLens device sold under these Microsoft Stores Direct Business Sales Terms: (i) the HoloLens device is being sold to you by Microsoft Corporation, a U.S. entity; and (ii) the sale is governed by the law, and is subject to the exclusive jurisdiction, as set forth in Section 12(b) (Applicable Law) above.

**13.Surface Hub Terms of Sale.** The following additional terms (Section 14) apply if you are purchasing a Surface Hub device.

(a) The Surface Hub is intended for sale to business and education entities. It is not intended for sale to consumers. By purchasing a Surface Hub, you hereby agree not to resell the product. Unless otherwise agreed to in writing, and subject to the standard manufacturer’s warranty, **ALL SALES OF A SURFACE HUB DEVICE, INCLUDING ADDITIONAL ACCESSORIES AND SERVICES ARE FINAL AND NON-REFUNDABLE.**

\*\*\*\*\*

## **NOTICE TO MEMBERS REGARDING ATTRIBUTE DEVIATIONS**

TIPS VENDORS RESPOND TO ATTRIBUTE QUESTIONS AS PART OF TIPS COMPETITIVE SOLICITATION PROCESS. THE VENDOR'S RESPONSES TO ATTRIBUTE QUESTIONS ARE INCLUDED HEREIN AS "SUPPLIER RESPONSE." PLEASE BE ADVISED THAT DEVIATIONS, IF ANY, IN VENDOR'S RESPONSE TO ATTRIBUTE QUESTIONS MAY NOT REFLECT VENDOR'S FINAL ATTRIBUTE RESPONSE, WHICH IS SUBJECT TO NEGOTIATIONS PRIOR TO AWARD. PLEASE CONTACT THE TIPS OFFICE AT 866-839-8477 WITH QUESTIONS OR CONCERNS REGARDING VENDOR ATTRIBUTE RESPONSE DEVIATIONS. PLEASE KEEP IN MIND THAT TIPS DOES NOT PROVIDE LEGAL COUNSEL TO MEMBERS. TIPS RECOMMENDS THAT YOU CONSULT YOUR LEGAL COUNSEL WHEN EXECUTING CONTRACTS WITH OR MAKING PURCHASES FROM TIPS VENDORS.



**191003**

**Microsoft Corporation  
Supplier Response**

**Event Information**

Number: 191003  
Title: Electronics and Appliances, Goods and Services  
Type: Request for Proposal  
Issue Date: 10/3/2019  
Deadline: 12/20/2019 03:00 PM (CT)

**Contact Information**

Contact: Kristie Collins  
Address: Region 8 Education Service Center  
4845 US Highway 271 North  
Pittsburg, TX 75686  
Phone: +1 (866) 839-8477  
Fax: +1 (866) 839-8472  
Email: [bids@tips-usa.com](mailto:bids@tips-usa.com)



## Microsoft Corporation Information

Address: One Microsoft Way  
Redmond, WA 98052  
Phone: (775) 335-4165

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

Donte Dixon

*Signature*

*Submitted at 12/20/2019 1:30:07 PM*

dodix@microsoft.com

*Email*

## Supplier Note

Please note that Microsoft has taken exception to certain terms in the Vendor Agreement as set forth in the Table of Variations. The Table of Variations has been included in the Supplemental Document titled: MS Response\_TIPS RFP\_191003

## Requested Attachments

### Vendor Agreement

191003\_Vendor\_Agreement\_Completed.pdf

The vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.

DO NOT UPLOAD encrypted or password protected files.

### Agreement Signature Form

191003\_Agreement\_Signature\_Form\_COMPLETED.pdf

If you have not taken exception or deviation to the agreement language in the solicitation attributes, download the AGREEMENT SIGNATURE FORM from the "ATTACHMENTS" tab. This PDF document is a fillable form. Download the document to your computer, fill in the requested company information, print the file, SIGN the form, SCAN the completed and signed AGREEMENT SIGNATURE FORM, and upload here.

If you have taken exception to any of the agreement language and noted the exception in the deviations section of the attributes for the agreement, complete the AGREEMENT SIGNATURE FORM, but DO NOT SIGN until those deviations have been negotiated and resolved with TIPS management. Upload the unsigned form here, because this is a required document.

### Pricing Spreadsheet #1

Copy of pricing response\_.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.

DO NOT UPLOAD encrypted or password protected files.

### Pricing Spreadsheet #2

PRICING RESPONS 2.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.

DO NOT UPLOAD encrypted or password protected files.

### References

Reference\_Form\_MS Completed.xls

The vendor must download the References spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

### Proposed Goods and Services

Microsoft Surface Landing Page.docx

Please upload one or more documents or sheets describing your offerings, line cards, catalogs, links to offerings OR list links to your offerings that illustrate the catalog of proposed lines of goods and or services you carry and offer under this proposal. It does not have to be exhaustive but should, at a minimum tell us what you are offering. It could be as simple as a sheet with your link to your online catalog of goods and services.



**Resellers/Dealers - COMPLETE AND UPLOAD ONLY IF YOU HAVE RESELLER OF YOUR GOODS OR SERVICES PROPOSED** *No response*

If the PROPOSING vendor has resellers that will be selling for the vendor UNDER this contract, the vendor must download the Resellers/Dealers spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet.

DO NOT UPLOAD encrypted or password protected files.

**HUB Subcontracting Plan Form OPTIONAL**

*No response*

Completion of the HUB Subcontracting Plan Form is OPTIONAL. THE FORM INFORMATION HAS NO EFFECT ON YOUR EVALUATION SCORE. IT IS INFORMATIONAL ONLY. Some Texas State agencies and Universities require it be a part of the file when determining if they can use a TIPS contract. If you choose to complete one, it is not project specific but the general plan the vendor would use. Complete it as best you can.

Vendor can download the HUB Subcontracting Plan Form from the "Attachments" tab and upload their HUB Subcontracting Plan Form.

**D/M/WBE Certification OPTIONAL**

*No response*

D/M/WBE Certification documentation may be scanned and uploaded if you desire to claim your status as one of the identified enterprises. (Disadvantaged Business Enterprise, Minority Business Enterprise and/or Woman Business Enterprise) If vendor has more than one certification scan into one document. (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

**HUB Certification OPTIONAL**

*No response*

HUB Certification documentation may be scanned and uploaded if you desire to document you status as a HUB company. (Historically Underutilized Business) (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

**Warranty**

*No response*

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

**Supplementary**

MS Response\_TIPS RFP 191003 .pdf

Supplementary information may be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

**All Other Certificates**

*No response*

All Other Certificates (if applicable) must be scanned and uploaded. If vendor has more than one other certification scan into one document. (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

**Logo and Other Company Marks**

Microsoft-logo\_rgb\_c-gray.pdf

If you desire, please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the Supplementary section or another non-required section under the "Response Attachment" tab. Preferred Logo Format: 300 x 25 px - .png, .eps, .jpeg preferred

**Conflict of Interest Form CIQ- ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS**

*No response*

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

Conflict of Interest Form for Vendors that are required to submit the form. The Conflict of Interest Form is included in the Base documents or can be found at <https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>.

**Certificate of Corporate Offerer - COMPLETE ONLY IF OFFERER IS A CORPORATION**

CERTIFICATION\_OF\_CORPORATE\_OFFERER\_FORM\_COMPLETED.pdf

COMPLETE AND UPLOAD FORM IN ATTACHMENTS SECTION ONLY IF OFFERER IS A CORPORATION

**Disclosure of Lobbying Activities Standard Form LLL**

*No response*

ONLY IF you answered "I HAVE Lobbied per above" to attribute #66, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

REQUIRED CONFIDENTIALITY FORM. Complete the form according to your company requirements, make any desired attachments and upload to the appropriate section under "Response Attachments" THIS FORM DETERMINES HOW ESC8/TIPS RESPONDS TO LEGAL PUBLIC INFORMATION REQUESTS.

## Bid Attributes

<b>1</b>	<b>Yes - No</b> Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section. <input type="text" value="NO"/>
<b>2</b>	<b>Yes - No</b> Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at <a href="https://comptroller.texas.gov/purchasing/vendor/hub/">https://comptroller.texas.gov/purchasing/vendor/hub/</a> or in a HUBZone as defined by the US Small Business Administration at <a href="https://www.sba.gov/offices/headquarters/ohp">https://www.sba.gov/offices/headquarters/ohp</a> Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section. <input type="text" value="No"/>
<b>3</b>	<b>Yes - No</b> The Vendor can provide services and/or products to all 50 US States? <input type="text" value="Yes"/>
<b>4</b>	<b>States Served:</b> If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX) <input type="text" value="No response"/>
<b>5</b>	<b>Company and/or Product Description:</b> This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.) <input type="text" value="Information Technology - Computers - Laptops - Tablets"/>
<b>6</b>	<b>Primary Contact Name</b> Primary Contact Name <input type="text" value="Donte Dixon"/>
<b>7</b>	<b>Primary Contact Title</b> Primary Contact Title <input type="text" value="Business Program Manager"/>
<b>8</b>	<b>Primary Contact Email</b> Primary Contact Email <input type="text" value="dodix@microsoft.com"/>

<b>9</b>	<b>Primary Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="3016484892"/>
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<b>10</b>	<b>Primary Contact Fax</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="N/A"/>
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<b>11</b>	<b>Primary Contact Mobile</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="3016484892"/>
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<b>12</b>	<b>Secondary Contact Name</b> Secondary Contact Name <input type="text" value="Sales Excellence Managers"/>
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<b>13</b>	<b>Secondary Contact Title</b> Secondary Contact Title <input type="text" value="Sales Excellence Managers"/>
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<b>14</b>	<b>Secondary Contact Email</b> Secondary Contact Email <input type="text" value="mrssalesexcellence@microsoft.com"/>
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<b>15</b>	<b>Secondary Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="3016484892"/>
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<b>16</b>	<b>Secondary Contact Fax</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="N/A"/>
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<b>17</b>	<b>Secondary Contact Mobile</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="3016484892"/>
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<b>18</b>	<b>Admin Fee Contact Name</b> Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. <input type="text" value="Donte Dixon"/>
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19	<b>Admin Fee Contact Email</b> Admin Fee Contact Email dodix@gmail.com
20	<b>Admin Fee Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 3016484892
21	<b>Purchase Order Contact Name</b> Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. Donte Dixon
22	<b>Purchase Order Contact Email</b> Purchase Order Contact Email dodix@microsoft.com
23	<b>Purchase Order Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 3016484892
24	<b>Company Website</b> Company Website (Format - www.company.com) www.microsoft.com
25	<b>Federal ID Number:</b> Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789) 91-1144442
26	<b>Primary Address</b> Primary Address One Microsoft Way
27	<b>Primary Address City</b> Primary Address City Redmond
28	<b>Primary Address State</b> Primary Address State (2 Digit Abbreviation) WA
29	<b>Primary Address Zip</b> Primary Address Zip 98052

**30 Search Words:**

Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)

Microsoft, Surface Pro, Surface Laptop, Surface Go, Surface Book, and Surface Hub

**31 Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?**

Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that are provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR) compliant.

Do you want TIPS Members to be able to spend Federal grant funds with you if awarded and is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?

Yes

**32 Yes - No**

Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner :

(A) has its principal place of business in Texas;

OR

(B) employs at least 500 persons in Texas?

Yes

**33 Company Residence (City)**

Vendor's principal place of business is in the city of?

Redmond

**34 Company Residence (State)**

Vendor's principal place of business is in the state of?

Washington

**35 Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION**

Remember this is a MINIMUM discount percentage so, be sure the discount percentage inserted here can be applied to ANY OFFERING OF GOODS OR SERVICES THROUGH OUT THE LIFE OF THE CONTRACT

CAUTION: BE CERTAIN YOU CAN HONOR THIS MINIMUM DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD.

What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the RFP document), website, store or shelf pricing? The resulting price of any goods or services Catalog list prices after this discount is applied is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Must answer with a number between 0% and 100%.

**36 TIPS administration fee**

By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor as agreed in the Vendor agreement. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.

**37 Yes - No**

Vendor agrees to remit to TIPS the required administration fee?

TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.

**38 Yes - No**

Do you offer additional discounts to TIPS members for large order quantities or large scope of work?

**39 Years Experience**

Company years experience in this category? This is an evaluation criterion worth a maximum of 10 points. See RFP for more information.

**40 Resellers:**

Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS.

EXAMPLE: BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller.

(If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.

<b>4</b> <b>1</b>	<b>Pricing discount percentage are guaranteed for?</b> Does the vendor agrees to honor the proposed pricing discount percentage off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award? <input type="text" value="YES"/>
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<b>4</b> <b>2</b>	<b>Right of Refusal</b> Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion? <input type="text" value="Yes"/>
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<b>4</b> <b>3</b>	<b>NON-COLLUSIVE BIDDING CERTIFICATE</b> By submission of this bid or proposal, the Bidder certifies that:  1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor; 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor; 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.  Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.
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<b>4</b> <b>4</b>	<b>CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ - Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?</b> Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO  If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS.  You may find the Blank CIQ form on our website at:  Copy and Paste the following link into a new browser or tab:  <a href="https://www.tips-usa.com/assets/documents/docs/CIQ.pdf">https://www.tips-usa.com/assets/documents/docs/CIQ.pdf</a>  There is an optional upload for this form provided if you have a conflict and must file the form. <input type="text" value="No"/>
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<b>4</b> <b>5</b>	<b>Filing of Form CIQ</b> If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above? <input type="text" value="No response"/>
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**4  
6** **Regulatory Standing**

I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.

Yes

**4  
7** **Regulatory Standing**

Regulatory Standing explanation of no answer on previous question.

No response

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

By submission of this bid or proposal, the Bidder certifies that:

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law ;
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

## Suspension or Debarment Instructions

### Instructions for Certification:

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.
9. 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.

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### Suspension or Debarment Certification

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive

Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

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### Non-Discrimination Statement and Certification

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)

All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

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

**5 2 2 CFR PART 200 Contract Provisions Explanation**

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

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

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

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

**5 3 2 CFR PART 200 Contracts**

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

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

**5 4 2 CFR PART 200 Termination**

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

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

Does vendor agree?

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**2 CFR PART 200 Clean Air Act**

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 requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

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**2 CFR PART 200 Byrd Anti-Lobbying Amendment**

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 requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.

Does vendor agree?

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**2 CFR PART 200 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 \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify that it is in compliance with the Clean Air Act?

**58 2 CFR PART 200 Procurement of Recovered Materials**

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

Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?

**59 Certification Regarding Lobbying**

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

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

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

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

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

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

**60 If you answered "I HAVE lobbied per above to the previous question.**

IF you answered "I HAVE lobbied" per above Attribute question, you must download the Lobbying Report "Standard Form LLL, disclosure Form to Report Lobbying" which includes instruction on completing the form, complete and submit it in the Response Attachments section as a report of the lobbying activities you performed or paid others to perform.

**6  
1 Subcontracting with 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 NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. . IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement.

**6  
2 ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?**

ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement,

do you agree to comply with the following federal requirements?

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.



**6** **Indemnification**

**3**

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ..." The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas."

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

**6** **Remedies**

**4**

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder MAY be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Do you agree to these terms?

**6** **Remedies Explanation of No Answer**

**5**

Please see the Table of Variations that is included in the attached supplemental document titled, 'MS Response\_TIPS 191003'

**6**  
**6** **Choice of Law**

The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.  
THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.

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

**6**  
**7** **Jurisdiction and Service of Process**

Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue clauses in contracts with TIPS members may be determined by the parties.

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

**6**  
**8** **Infringement(s)**

The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.

Do you agree to these terms?

**6**  
**9** **Infringement(s) Explanation of No Answer**

Please see the Table of Variations that is included in the attached supplemental document titled, 'MS Response\_TIPS 191003'

**7**  
**0** **Contract Governance**

Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Local Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

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## Payment Terms and Funding Out Clause

### Payment Terms:

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

### Funding Out Clause:

Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

See statute(s) for specifics or consult your legal counsel.

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

Do you agree to these terms?

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## Insurance and Fingerprint Requirements Information

### Insurance

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

### Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>

If the vendor has staff that meet both of these criterion:

- (1) will have continuing duties related to the contracted services; and
- (2) has or will have direct contact with students

Then you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at [NCJU@txdps.state.tx.us](mailto:NCJU@txdps.state.tx.us) and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:  
Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

**Texas Education Code Chapter 22 Contractor Certification for Contractor Employees**

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

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

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

I certify that:

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

**OR**

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

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

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

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

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

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

None

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

**4** SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.

**7** **Texas Government Code 2270 Verification Form**

**5** Texas Government Code 2270 Verification Form  
Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will be codified as Texas Government Code § 2270 and 808 et seq.  
The relevant section addressed by this form reads as follows:  
Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. engaged by ESC Region 8/The Interlocal Purchasing System (TIPS)  
4845 Highway 271 North  
Pittsburg, TX, 75686  
verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.  
AND  
our company is not listed on and we do not do business with companies that are on the the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

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

YES

**7  
6** Logos and other company marks

Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Potential uses of company logo:

\* Your Vendor Profile Page of TIPS website

\* Potentially on TIPS website scroll bar for Top Performing Vendors

\* TIPS Quarterly eNewsletter sent to TIPS Members

\* Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)

**7  
7** Solicitation Deviation/Compliance

Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?

No

**7  
8** Solicitation Exceptions/Deviations Explanation

If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.

TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.

Please see the Table of Variations that is included in the attached supplemental document titled, 'MS Response\_TIPS 191003'

**7  
9** Agreement Deviation/Compliance

Does the vendor agree with the language in the Vendor Agreement?

No

**8  
0** Agreement Exceptions/Deviations Explanation

If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

Please see the Table of Variations that is included in the attached supplemental document titled, 'MS Response\_TIPS 191003'

**8  
1** **Felony Conviction Notice**

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.” (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question.

Select A., B. or C.

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 you answer C below, you are required to provide information in the next attribute.

A. Firm is a publicly held corporation.

**8  
2** **If you answered C. My Firm is owned or operated by a felon to the previous question, you are REQUIRED TO ANSWER THE FOLLOWING QUESTIONS.**

If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information.

1. Name of Felon(s)
2. The named person's role in the firm, and
3. Details of Conviction(s).

No response

**8  
3** **Long Term Cost Evaluation Criterion # 4.**

READ CAREFULLY and see in the RFP document under "Proposal Scoring and Evaluation". Points will be assigned to this criterion based on your answer to this Attribute. Points are awarded if you agree not to increase your catalog prices (as defined herein) more than X% annually over the previous year for years two and three and potentially year four, unless an exigent circumstance exists in the marketplace and the excess price increase which exceeds X% annually is supported by documentation provided by you and your suppliers and shared with TIPS, if requested. If you agree NOT to increase prices more than 5%, except when justified by supporting documentation, you are awarded 10 points; if 6% to 14%, except when justified by supporting documentation, you receive 1 to 9 points incrementally. Price increases 14% or greater, except when justified by supporting documentation, receive 0 points.

increases will be 5% or less annually per question

**8  
4** **Required Confidentiality Claim Form**

Required Confidentiality Claim Form

This completed form is required by TIPS. By submitting a response to this solicitation you agree to download from the “Attachments” section, complete according to the instructions on the form, then uploading the completed form, with any confidential attachments, if applicable, to the “Response Attachments” section titled “Confidentiality Form” in order to provide to TIPS the completed form titled, “CONFIDENTIALITY CLAIM FORM”. By completing this process, you provide us with the information we require to comply with the open record laws of the State of Texas as they may apply to your proposal submission. If you do not provide the form with your proposal, an award will not be made if your proposal is qualified for an award, until TIPS has an accurate, completed form from you.

Read the form carefully before completing and if you have any questions, email Rick Powell at TIPS at [rick.powell@tjps-usa.com](mailto:rick.powell@tjps-usa.com)



**85 Choice of Law clauses with TIPS Members**

If the vendor is awarded a contract with TIPS under this solicitation, the vendor agrees to make any Choice of Law clauses in any contract or agreement entered into between the awarded vendor and with a TIPS member entity to read as follows: "Choice of law shall be the laws of the state where the customer resides" or words to that effect.

**86 Venue of dispute resolution with a TIPS Member**

In the event of litigation or use of any dispute resolution model when resolving disputes with a TIPS member entity as a result of a transaction between the vendor and TIPS or the TIPS member entity, the Venue for any litigation or other agreed upon model shall be in the state and county where the customer resides unless otherwise agreed by the parties at the time the dispute resolution model is decided by the parties.

**87 Automatic renewal of contracts or agreements with TIPS or a TIPS member entity**

This clause **DOES NOT** prohibit multiyear contracts or agreements with TIPS member entities. Because TIPS and TIPS members are governmental entities subject to laws that control appropriations of funds during their fiscal years for contracts and agreements to provide goods and services, does the Vendor agree to limit any automatic renewal clauses of a contract or agreement executed as a result of this TIPS solicitation award to not longer than "month to month" and at the TIPS contracted rate.

**88 Indemnity Limitation with TIPS Members**

Texas and other states restrict by law or state Constitution the ability of a governmental entity to indemnify others. TIPS requires that any contract entered into between a vendor and TIPS or a TIPS Member as a result of an award under this Solicitation limit the requirement that the Customer indemnify the Vendor by either eliminating any such indemnity requirement clauses in any agreements, contracts or other binding documents **OR** by prefacing all indemnity clauses required of TIPS or the TIPS Member entity with the following: "To the extent permitted by the laws or the Constitution of the state where the customer resides, ".

**Agreement is a required condition to award of a contract resulting from this Solicitation.**

**89 Arbitration Clauses**

Except for certain circumstances, TIPS forbids a mandatory arbitration clause in any contract or agreement entered into between the awarded vendor with TIPS or a TIPS member entity. Does the vendor agree to exclude any arbitration requirement in any contracts or agreement entered into between TIPS or a TIPS member entity through an awarded contract with TIPS?

191003

TIPS RFP #

**Required Confidential Information Status Form**

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS (ESC8) IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s), **you must attach a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission.** (You must include all the confidential information in the submitted proposal. The copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the receives a Public Information Request.) ESC8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Upon your claim and your defense to the Office of Texas Attorney General is required to make the final determination whether the information submitted by you and held by ESC8 and TIPS is confidential and exempt from public disclosure.

Microsoft Corporation

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**Name of company**

Jen Martinsen

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**Printed Name and Title of authorized company officer** declaring below the confidential status of material

One Microsoft Way	Redmond	WA	98052	(425) 882-8080
<b>Address</b>	<b>City</b>	<b>State</b>	<b>ZIP</b>	<b>Phone</b>

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**ALL VENDORS MUST COMPLETE THE ABOVE SECTION.**

**I DO CLAIM parts of my proposal to be confidential and DO NOT desire to expressly waive a claim of confidentiality of all information contained within our response to the solicitation. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials.**

**ATTACHED ARE COPIES OF 7 PAGES OF CLAIMED CONFIDENTIAL MATERIAL FROM OUR PROPOSAL THAT WE DEEM TO BE NOT PUBLIC INFORMATION AND WILL DEFEND THAT CLAIM TO THE TEXAS ATTORNEY GENERAL IF REQUESTED WHEN A PUBLIC INFORMAITON REQUEST IS MADE FOR OUR PROPOSAL.**

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DocuSigned by:

**Jen Martinsen**

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Signature

Date

12/19/2019

**OR** -----

**I DO NOT CLAIM any of my proposal to be confidential, complete the section below.**

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

Signature

Date