

Master Agreement #: MA3966

Contractor: HAWORTH, INC.

Participating Entity: STATE OF TENNESSEE

The following products or services are included in this contract portfolio:

- All products and accessories listed on the Contractor page of the NASPO ValuePoint website.

Participating Addendum Terms and Conditions:

1. Scope: This addendum covers the **Office Furniture and Related Services (2023-2028)** led by the State of Utah for use by state agencies and other entities located in the Participating State authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. Participation: The NASPO ValuePoint Master Agreement referenced above may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of *Tennessee*. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official. Please see Attachment 1: Specific State of Tennessee Terms and Conditions, Section E.8. for more details regarding eligibility.
3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

|                |                                       |
|----------------|---------------------------------------|
| Name:          | Matt Corl                             |
| Address:       | One Haworth Center, Holland, MI 49423 |
| Telephone<br>: | (616)-889-8775                        |
| Fax:           | NA                                    |
| Email:         | Matt.Corl@Haworth.com                 |

Participating Entity

|                |                                            |
|----------------|--------------------------------------------|
| Name:          | DeRenne Raley                              |
| Address:       | 312 Rosa L Parks. Ave, Nashville, TN 37243 |
| Telephone<br>: | (615)-251-5173                             |
| Fax:           | (615) 741-0684                             |

|        |                      |
|--------|----------------------|
| Email: | DeRenne.Raley@tn.gov |
|--------|----------------------|

NASPO ValuePoint  
PARTICIPATING ADDENDUM



OFFICE FURNITURE (2023-2028)  
**Led by the State of Utah**

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PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

These modifications or additions apply only to actions and relationships within the Participating Entity.

☐ No changes to the terms and conditions of the Master Agreement are required.

☒ The following changes are modifying or supplementing the Master Agreement terms and conditions.

The Specific State of Tennessee Terms and Conditions are attached hereto as Attachment 1 and if conflict, take precedence over the NASPO Master Agreement Number MA3966 terms and conditions.

4. Orders: Any order placed by an Authorized User for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.
5. Term: The term, renewal, and extension provisions of this Participating Addendum are set forth in Attachment 1, Specific State of Tennessee Terms and Conditions, Section B.

NASPO ValuePoint  
PARTICIPATING ADDENDUM

OFFICE FURNITURE (2023-2028)  
Led by the State of Utah



IN WITNESS, WHEREOF, the parties have executed this Addendum as of the last date of execution by both parties below.

|                                                                                                                                                                                                                                                                                                                       |                                                                                                  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|
| Participating Entity: State of Tennessee,<br>Central Procurement Office                                                                                                                                                                                                                                               | Contractor: Haworth Inc                                                                          |
| Signature:<br><br><small>Digitally signed by Michael F. Perry<br/>DN: cn=Michael F. Perry, o=State of TN<br/>CPO, ou=Department of General Services,<br/>email=Mike.Perry@tn.gov, c=US<br/>Date: 2024.08.13 14:13:02 -05'00'</small> | Signature:<br> |
| Name: Michael F. Perry                                                                                                                                                                                                                                                                                                | Name:<br>Chris Bouwman                                                                           |
| Title: State of Tennessee, Chief Procurement Officer                                                                                                                                                                                                                                                                  | Title: Manager of Pricing and Contracts                                                          |
| Date:<br>8/13/2024                                                                                                                                                                                                                                                                                                    | Date: 08/12/2024                                                                                 |

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

|                                |                                                                                  |
|--------------------------------|----------------------------------------------------------------------------------|
| Cooperative Portfolio Manager: | Joel E. Atkinson                                                                 |
| Telephone:                     | 850-848-1250                                                                     |
| Email:                         | <a href="mailto:jatkinson@naspovaluepoint.org">jatkinson@naspovaluepoint.org</a> |

**SPECIFIC STATE OF TENNESSEE TERMS AND CONDITIONS TO  
MASTER AGREEMENT #: MA3966**

**A. SCOPE:**

A.1. The Contractor shall provide all goods or services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by the Master Agreement and the Participating Addendum with State specific Terms and Conditions (hereinafter "Contract"). The requested services will be made available for use by all State facilities, inclusive of group homes, prisons, military bases, including military bases located in Catoosa, Georgia and Fort Campbell, Kentucky, and other Authorized Users as defined in Section E.8.

A.2. Authorized Dealers – The State of Tennessee will establish Independent Dealer Agreements with Authorized Dealers within the State to provide the goods and services as defined in the Master Agreement. Independent Dealer Agreements shall not exceed the scope of, nor contain terms and conditions that conflict with this Contract or the NASPO Master Agreement. Within the Independent Dealer Agreements, the Authorized Dealer alongside the Contractor shall provide the State with labor rates for Installation and Design services as defined in Master Agreement Section VII 7.6.6 and within this Participating Addendum in section A.4.h. The Contractor shall provide the State with a list of their Authorized Dealers who can provide the goods and services throughout the State of Tennessee. Upon recommendation by the Contractor, the State reserves the right to add and/or remove Authorized Dealer(s), without the need for an amendment.

In accordance with the Master Agreement and the Participating Addendum, the Contractor shall be fully responsible as the prime Contractor for its Authorized Dealer(s) performance under the Participating Addendum(s) and shall be responsible for any Terms and Conditions with its Authorized Dealer(s). The Contractor shall be responsible for collecting and providing to the State contractually required documents for each of the Authorized Dealer(s) such as but not limited to: Statewide Contract Quarterly Reports, Semi-Annual Attestations, and Certificate of Insurance documents (please see Terms and Conditions Sections E.9, D.10, and D.32).

A.3. Job Costs – The State and Contractor agree to the pricing discounts outlined in Contract Exhibit C.

A.4. Service Level Agreements – the Contractor shall provide a customer service representative to work alongside the State of Tennessee, Authorized Users, and the Contractor's Authorized Dealers to meet or exceed the following Service Level Agreements:

- a. Response Time. Contractor shall respond to all requests within two (2) business days.
- b. Quotes. Contractor shall provide a quote within fifteen (15) business days or other agreed upon time frame upon receipt of request from the State. If unable to meet this requirement, Contractor shall provide the State a status update in writing, including the anticipated receipt of quote. The quote shall include the State's project tracking number.
- c. Purchase Orders. All goods and services to be furnished under this Contract shall be ordered by issuance of a purchase order. The purchase order will indicate the detailed item description. All purchase orders are subject to the terms and conditions of this Contract. In the event of any conflict between a purchase order

and this Contract, this Contract shall control.

- d. Order Confirmation. Contractor shall provide acknowledgement, in writing, of receipt of a purchase order and placement of an order within two (2) business days of receipt of a purchase order.

Delivery. The Contractor shall deliver all goods within forty five (45) business days of purchase order issue. Standard delivery of all goods will be inside and ready for use, unless otherwise stated on the Authorized User's purchase order. "Inside" means any location within an Authorized User's occupied building. "Ready for use" means the product is ready for installation (unpacked, assembled, inspected, and accepted by the Authorized User). The Contractor shall anticipate and make necessary arrangements for access to the delivery location considering presence and availability of loading docks, parking, and hours of operation.

- a. Shipping Confirmation. Contractor shall provide acknowledgement, in writing, of manufacturer's ship date within two (2) business days of receipt of a purchase order and subsequent order placement. Confirmation shall include lead time(s) for the delivery of product(s).
  - b. Delivery Confirmation. Contractor shall provide acknowledgement, in writing, of arrival of any goods and the receipt of these goods by an Authorized User within two (2) business days.
- e. Late Delivery. In the event the Contractor fails to meet the agreed upon delivery date, the Contractor will provide temporary furniture at no additional cost to the Authorized User until the order has been fulfilled. Any other remedies are as stated in the Contractor's Change Order/Cancellation Policy attached hereto as Exhibit E.
- f. Installation.
  - a. Contractor shall schedule installation with The State of Tennessee Real Estate Asset Management (hereinafter "STREAM").
  - b. For product shipped to Dealer warehouse, Contractor shall contact STREAM personnel within (5) business days of receipt of product in order to schedule the installation.
  - c. For product shipped direct to jobsite, Contractor shall contact STREAM personnel to confirm ship date prior to furniture production. Installation of furniture product shipped direct to jobsite shall commence immediately upon arrival unless STREAM and Contractor have planned otherwise.
  - d. Contractor shall provide confirmation of completion or punch list of installation including implementation schedule for final completion of said punch list within two (2) business days of original scheduled installation.
  - e. Contractor shall complete all outstanding punch list items within a maximum of thirty (30) business days unless granted additional time, in writing, by the State.  
Contractor shall provide acknowledgement project closeout and invoice all product and labor within four (4) business days of completion.
- g. Implementation and Transition. The Contractor shall provide a detailed implementation plan to the State Contract Manager describing all the activities necessary to successfully make operational the full scope of services required by the Contract within thirty (30) working days of the Effective Date of this Contract. The Contractor shall obtain State approval of its implementation plan prior to implementation.
- h. Customer Service and Account Management
  - a. Service Organization: The Contractor is required to have a service

- organization that provides service satisfying the requirements of this Contract with representation to all of Tennessee's geographical areas. The Contractor will assign an account number to the State.
- b. **Manufacturer Account Manager:** Contractor shall supply a local, Tennessee-based dedicated Manufacturer Account Manager to be the first point of contact for the State and Authorized Users. This person will become familiar with the Contract, the State Agencies, and shall be prepared to meet on a regular basis to discuss service, design status, and activities related to the Contract. The Manufacturer Account Manager shall manage the service distribution model across the State, regardless of which dealer is working on any individual project. The Manufacturer Account manager shall respond to the State's communication within one (1) business day or other reasonable timeframe.
  - c. **Dealer Account Manager:** The Contractor shall supply a Dealer Account Manager to be the first point of contact with the State regarding this Contract, who shall be located within two hundred and fifty (250) miles of the STREAM office in Nashville, Tennessee, on a regular basis for in-person meetings with State staff. This person will become familiar with the Contract, the State Agencies, and be prepared to handle all service issues and billing inquiries within one (1) business day. The Dealer Account Manager shall be able to report to Nashville within one (1) business day's notice. The Dealer Account Manager will be required to attend and participate in a quarterly business update meeting.
  - d. **Dealer's Design Representatives:** If needed, additional design support shall be based locally if needed to support the account.
  - e. **Quarterly Business Update:** Each quarter, all Account Managers will review orders for goods, installation and consulting service orders, and, if applicable, substitutions or changes in the goods or product lines offered. Both Account Managers will also present on the quarterly reports as described in Section E.9.
  - f. **Weekly Review Meetings:** Contractor and Authorized Dealer(s) shall participate in weekly review meetings and will be able to inform the State on the Contractor's performance on the service level agreements outlined in Contract Section A.4 and the Master Agreement.
  - g. **Hours of operation:** The minimum hours of customer service operation will be  
Monday - Friday, 7:00 am to 5:00 pm CT, excluding State of Tennessee Holidays.
  - i. **Lead Installer.** The Contractor and Authorized Dealer(s) shall establish a Lead Installer for each project who will be the main point of contact for the State during installation. The Lead Installer shall be responsible for activities including, but not limited to: attending pre-install meetings if requested by the State, confirming delivery dates, confirming installation dates, providing contact information for gaining building or dock access, reporting missing, delayed, or damaged items to the State and the Contractor upon discovery, confirming receipt of drawings prior to install, ensuring all relative paperwork is signed and returned in a timely manner, attending punch walk-through, ensuring completion of punch list items, and reporting any electrical or data issues.
  - j. **Project Completion.** Contractor or Authorized Dealer shall notify STREAM or other Authorized User personnel when project is complete with the punch items. Contractor or Authorized Dealer shall provide all CAD files associated with the State's project(s) back to the State.
    - a. Authorized Dealer shall be responsible for communicating any damages to, whether concealed or visible to the Contractor. Furthermore, Contractor and Authorized Dealer shall work together to communicate any corrective action plans to STREAM. The Authorized Dealer shall identify any punch issues

immediately after the installation. Furthermore, the Authorized Dealer shall remedy any punch-related issues in a timely manner and communicate corrective action plans to STREAM.

- A.5. State Finish Standards – Contractor shall align with the State's current State Finish Standards or equivalent as referenced in Exhibit A. From time-to-time Haworth, as a process of maintaining product and finish specifications and adherence to changing laws and environmental regulations, may discontinue finishes. These discontinuations will be done with 30 business day advance notification. Within five (5) business days of receipt of notice from a Manufacturer of discontinuances of product or finish, Contractor shall alert STREAM. In addition, Contractor shall provide STREAM with an alternative product or finish that closely aligns with the current State Standard.
- A.6. Unless in writing from STREAM, all purchases made for State of Tennessee Facilities Revolving Fund ("FRF") properties must be authorized by STREAM and shall follow applicable STREAM policies and procedures. The Contractor shall provide products and services to properties that are not FRF as well. All State properties are covered under this agreement. STREAM can provide a list of FRF locations upon request.
- A.7. Warranty. Contractor represents and warrants that the term of the warranty ("Warranty Period") shall be the greater of the Term of this Contract or any other warranty generally offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect at no additional charge and in accordance with Contractor's standard warranty policy, a copy of which is attached hereto as Exhibit D.

Contractor represents and warrants that the State is authorized to possess and use all equipment, materials, software, and deliverables provided under this Contract.

Contractor represents and warrants that all goods or services provided under this Contract shall be provided in a timely and professional manner, by qualified and skilled individuals, and in conformity with standards generally accepted in Contractor's industry.

If Contractor fails to provide the goods or services as warranted, then Contractor will re-provide the goods or services at no additional charge. If Contractor is unable or unwilling to re-provide the goods or services as warranted, then the State shall be entitled to recover the fees paid to Contractor for the Defective goods or services. Any exercise of the State's rights under this Section shall not prejudice the State's rights to seek any other remedies available under this Contract or applicable law.

- A.8. Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State in accordance with Contractor's standard warranty policy. If after a period of ten (10) business days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

## **B. TERM OF CONTRACT:**

- B.1. This Contract shall be effective for the period beginning on **August 19, 2024** ("Effective Date") and ending on January 21, 2028, ("Term"). The State shall have no obligation for

goods delivered or services provided by the Contractor prior to the Effective Date.

- B.2. Renewal Options. The term, renewal, and extension provisions of this Participating Addendum are set forth in MA3966 section 5. This Participating Addendum will terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.
- B.3. Term Extension. The State may extend the Term an additional period of time, not to exceed one hundred-eighty (180) days beyond the expiration date of this Contract, under the same terms and conditions, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months or extend beyond the term of the Master Agreement.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Estimated Liability. The total purchases of any goods or services under the Contract are not known. The State estimates the purchases during the Term shall be forty million dollars (\$40,000,000) ("Estimated Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.
- C.2. Compensation Firm. The payment methodology in Section C.3. of this Contract shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates for goods or services contained in Contract Appendix # and as authorized by the State in a total amount as set forth in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.
- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.
- C.5. Invoice Requirements. The Contractor or Authorized Dealer shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in Section C.3., above. Contractor shall submit invoices and necessary supporting documentation, no more frequently than once a month, and no later than thirty (30) days after goods or services have been provided to the following address:

State Agency Billing Address

- a. Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):
  - (1) Invoice number (assigned by the Contractor);
  - (2) Invoice date;
  - (3) Contract number (assigned by the State);
  - (4) Customer account name: State Agency & Division Name, Customer Name;
  - (5) Customer account number (assigned by the Contractor to the above-referenced Customer);

- (6) Contractor name;
- (7) Contractor Tennessee Edison registration ID number;
- (8) Contractor contact for invoice questions (name, phone, or email);
- (9) Contractor remittance address;
- (10) Description of delivered goods or services provided and invoiced, including identifying information as applicable;
- (11) Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
- (12) Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
- (13) Amount due for each compensable unit of good or service; and
- (14) Total amount due for the invoice period.

b. Contractor's invoices shall:

- (1) Only include charges for goods delivered or services provided as described in Section A and in accordance with payment terms and conditions set forth in Section C;
- (2) Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;
- (3) Not include Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and
- (4) Include shipping or delivery charges only as authorized in this Contract.

c. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that meets the minimum requirements of this Section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.

C.7. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation.

- a. The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
- b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

C.8. Rebate

Contractor shall pay to the State a rebate on all purchases by Authorized Users from the Contractor under the terms of this Contract based on the rebate tier structure set below. The rebate will be determined annually from the Effective Date of the contract identified in Section B.1. and will be based on the total accumulative volume of spend for purchases set forth in the rebate tier structure below for the duration of the Contract Term, including any renewals or extensions. The rebate calculation restarts at the beginning of each calendar year.

| Spend Range              | Percentage to State |      |
|--------------------------|---------------------|------|
| \$ 2,000,00.01 and above | provides            | 3.0% |

The rebate will be paid by the Contractor within forty-five (45) days after the end of each calendar year as set forth below:

Calendar Year (Jan 1-Dec 31)

Contractor shall submit payments to:  
 Director, Office of Financial Management  
 Department of General Services  
 22nd Floor, William R Snodgrass, Tennessee Tower  
 312 Rosa L. Parks Avenue Nashville, TN 37243

**D. MANDATORY TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.
- D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The State:

DeRenne Raley, Category Specialist  
 Department of General Services  
 312 Rosa L. Parks Ave., Nashville, TN 37243

DeRenne.Raley@tn.gov  
 Telephone # (615)-251-5173  
 FAX # (615)-741-0684

The Contractor:

Haworth, Inc. Matthew Corl – Manager of Pricing and Contracts  
 One Haworth Center, Holland, MI 49423

Contractspricing@haworth.com  
 With a copy to [HaworthLegal@haworth.com](mailto:HaworthLegal@haworth.com)  
 Telephone # 616-393-3000

All instructions, notices, consents, demands, or other communications shall be considered effective upon receipt or recipient confirmation as may be required.

- D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials. The State's exercise of a valid Renewal Option or Term Extension does not constitute an amendment so long as there are no other changes to the Contract's terms and conditions.
- D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.
- D.5. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.
- D.6. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.
- D.7. Assignment and Subcontracting. The Contractor shall not assign this Contract or, save for any Authorized Dealers, enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.
- D.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six (6) months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee.

- D.9. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.10. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation by submitting to the State a completed Attestation (accessible through the Edison Supplier Portal) and included as Exhibit B, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.
  - b. Prior to the use of any subcontractor in the performance of this Contract, and semi- annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.
  - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
  - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
  - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.
- D.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

- D.12. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.
- D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not employees or agents of the other Party.
- D.16. Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless from any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.
- D.17. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. Notwithstanding anything else herein, the State's total liability under this Contract (including without limitation any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the total amounts paid or owed for any goods or services ordered under the Contract. This limitation of liability is cumulative and not per incident.
- D.18. Limitation of Contractor's Liability. In no event will the Contractor be liable to the State or any other party for any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for claims for direct damages arising under this Contract shall be limited to an amount equal to two (2) times the Estimated Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death.
- D.19. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all

claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys' fees, court costs, expert witness fees, and other litigation expenses for the State to enforce the terms of this Contract.

In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

- D.20. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Contract.
- a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.
  - b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.
  - c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
  - d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.
- D.21. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq.*, the law governing the Tennessee Consolidated Retirement System ("TCRS"), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from

TCRS during the Term.

- D.22. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.
- D.23. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
  - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
  - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
  - d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded, disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees for the affected obligations until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without

further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.

- D.25. State and Federal Compliance. The Contractor shall comply with all State and federal laws and regulations applicable to Contractor in the Contractor's performance of this Contract.
- D.26. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 408.
- D.27. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.
- D.28. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.
- D.29. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.30. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:
- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
  - b. this Contract with any attachments or exhibits (excluding the items listed at subsections c through g., below), which includes Exhibits A through E,
  - c. the NASPO Master Agreement # MA3966;
  - d. any clarifications of or addenda to the Contractor's proposal seeking the NASPO Master Agreement;
  - e. the NASPO solicitation, as may be amended, requesting responses in competition for this NASPO Master Agreement;
  - f. any technical specifications provided to proposers during the procurement process to award the NASPO Master Agreement; and
  - g. the Contractor's response seeking the NASPO Master Agreement.
- D.31. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Contract. The Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.32. Insurance. The Contractor agrees to provide proof of insurance to the State of Tennessee under the same conditions and limits of liability as it provides to the State of Utah Contract # MA3966 naming Tennessee as an additional insured. The Contractor agrees to provide proof of Automobile Liability Insurance naming Tennessee as an additional insured. The

Contractor further agrees that the insurance will be carried by an insurance company licensed to do business in the State of Tennessee.

D.33. Major Procurement Contract Sales and Use Tax. Pursuant to Tenn. Code Ann. § 4-39-102 and to the extent applicable, the Contractor and the Contractor's subcontractors shall remit sales and use taxes on the sales of goods or services that are made by the Contractor or the Contractor's subcontractors and that are subject to tax.

D.34. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Contract.

D.35. Boycott of Israel. The Contractor certifies that it is not currently engaged in, and covenants that it will not, for the duration of the Contract, engage in a Boycott of Israel, as that term is defined in Tenn. Code Ann. § 12-4-119.

D.36. Prohibited Contract Terms. The prohibited contract terms and conditions enumerated in Tenn. Code Ann. § 12-3-515, shall be a material provision of this Contract. The Contractor acknowledges, understands, and agrees that the inclusion of a term or condition prohibited by Tenn. Code Ann. § 12-3-515, shall be null and void and the Contract shall be enforceable as if the Contract did not contain such term or condition.

D.37. Equal Opportunity. The Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
  - (1) Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising;
  - (2) Layoff or termination;
  - (3) Rates of pay or other forms of compensation; and
  - (4) Selection for training, including apprenticeship.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. If the State approves any subcontract, the subcontract shall include paragraphs (a)

and (b) above.

In addition, to the extent applicable the Contractor agrees to comply with 41 C.F. R. § 60-1.4, as that section is amended from time to time during the term.

**E. SPECIAL TERMS AND CONDITIONS:**

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.

E.2. Contractor Commitment to Diversity.

The Contractor shall make reasonable efforts to assist the State in monitoring the Contractor's use of Diversity Business Enterprises by providing, as requested, a monthly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, service-disabled veterans, and persons with disabilities. Such reports shall be provided to the State of Tennessee Governor's Office of Diversity Business Enterprise in the TN Diversity Software available online at:

<https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9810>.

E.3. State Ownership of Goods. The State shall have ownership, right, title, and interest in all goods provided by Contractor under this Contract including a limited, non-exclusive, fully-paid, revocable, non-transferable, world-wide license to use the goods for the State's own purposes, but not for reproduction. Notwithstanding the foregoing, other than the limited license granted above, Contractor does not grant any intellectual property rights in or to the goods or designs therein.

E.4. Additional lines, items, or options. At its sole discretion, the State may make written requests to the Contractor to add lines, items, or options that are needed and within the Scope but were not included in the original Contract. Such lines, items, or options will be added to the Contract through a Memorandum of Understanding ("MOU"), not an amendment.

a. After the Contractor receives a written request to add lines, items, or options, the Contractor shall have ten (10) business days to respond with a written proposal. The Contractor's written proposal shall include:

(1) The effect, if any, of adding the lines, items, or options on the other goods or services required under the Contract;

(2) Any pricing related to the new lines, items, or options;

(3) The expected effective date for the availability of the new lines, items, or options; and

(4) Any additional information requested by the State.

b. The State may negotiate the terms of the Contractor's proposal by requesting revisions to the proposal.

c. To indicate acceptance of a proposal, the State will sign it. The signed proposal shall constitute a MOU between the Parties, and the lines, items, or options shall be incorporated into the Contract as if set forth verbatim.

d. Only after a MOU has been executed shall the Contractor perform or deliver the new lines, items, or options.

E.5. Extraneous Terms and Conditions. Contractor shall fill all orders submitted by the State under this Contract. No purchase order, invoice, or other documents associated with any sales, orders, or supply of any good or service under this Contract shall contain any terms or conditions other than as set forth in the Contract. Any such extraneous terms and conditions shall be void, invalid and unenforceable against the State. Any refusal by

Contractor to supply any goods or services under this Contract conditioned upon the State submitting to any extraneous terms and conditions shall be a material breach of the Contract and constitute an act of bad faith by Contractor.

- E.6. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Contractor shall prohibit smoking of tobacco products within any indoor premises in which services are provided pursuant to this Contract to individuals under the age of eighteen (18) years. The Contractor shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Contract.
- E.7. Prison Rape Elimination Act (PREA). The Contractor must comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal law 42 U.S.C. 15601 et. seq.), with all applicable Federal PREA standards, and with all State policies and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within facilities/programs/offices owned, operated, or contracted,
- E.8. Statewide Contract. This Contract establishes a source or sources of supply for all Tennessee State Agencies. "Tennessee State Agency" refers to the various departments, institutions, boards, commissions, and agencies of the executive branch of government of the State of Tennessee with exceptions as addressed in Tenn. Comp. R. & Regs. 0690-03-01-.01. The Contractor shall provide all goods or services and deliverables as required by this Contract to all Tennessee State Agencies. The Contractor shall make this Contract available to the following entities, who are authorized to and who may purchase off of this Statewide Contract ("Authorized Users"):
- a. all Tennessee State governmental entities (this includes the legislative branch; judicial branch; and, commissions and boards of the State outside of the executive branch of government);
  - b. Tennessee local governmental agencies;
  - c. members of the University of Tennessee or Tennessee Board of Regents systems;
  - d. any private nonprofit institution of higher education chartered in Tennessee; and,
  - e. any corporation which is exempted from taxation under 26 U.S.C. Section 501(c)(3), as amended, and which contracts with the Department of Mental Health and Substance Abuse to provide services to the public (Tenn. Code Ann. § 33-2-1001).

These Authorized Users may utilize this Contract by purchasing directly from the Contractor according to their own procurement policies and procedures. The State is not responsible or liable for the transactions between the Contractor and Authorized Users.

- E.9. Statewide Contract Reports. All reports shall be submitted electronically in Microsoft Excel format. Reports shall include the ability to sort or summarize data in accordance with the Contract Administrator's specifications. All reports shall be provided at no additional cost to the State.

Quarterly Reports: Contractor(s) will submit quarterly reports to the Contract Administrator no later than ten (10) days after the end of the State's quarter (e.g. a fiscal year quarter 2 report for October - December is due no later than January 10th). At the Contract Administrator's sole discretion, the State may extend the time allowed to complete quarterly reports. Quarterly reports shall provide statistical data on all purchases under this Contract by Tennessee State Agencies and Authorized Users. At minimum, the quarterly report's statistical data shall be detailed and broken down by line item to include:

1. Edison contract number
2. Contract line-item number
3. Invoice date
4. Invoice number
5. Supplier part number
6. Item or bundle description
7. Quantity purchased
8. Unit of measure
9. Unit of measure description
10. Name of State Agency or Authorized User
11. Identity of purchaser: State entity or non-State entity
12. State Agency location
13. Unit/Contract price per line item
14. List price as listed in supplier's catalog if catalog item
15. Subtotals for each category above
16. Grand totals for each category above

Custom Reports: When requested by the State, the Contractor shall submit custom reports to the Contract Administrator within thirty (30) days of the request.

## **Exhibit A**

**Placeholder for State Standard Finishes attachment referenced in  
A.5.**

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

|                                      |               |
|--------------------------------------|---------------|
| SUBJECT CONTRACT NUMBER:             | 84057         |
| CONTRACTOR LEGAL ENTITY NAME:        | HAWORTH, INC. |
| EDISON VENDOR IDENTIFICATION NUMBER: | TN@000000056  |

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.



CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. Attach evidence documenting the individual's authority to contractually bind the Contractor, unless the signatory is the Contractor's chief executive or president.

Chris Bouwman

PRINTED NAME AND TITLE OF SIGNATORY

08/12/2024

DATE OF ATTESTATION

**EXHIBIT C**

**Placeholder for Tennessee Pricing as referenced in A.3.**

## EXHIBIT D

## EXHIBIT E