CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF EDUCATION
AND
Lenovo (United States) Inc.

This Contract, by and between the State of Tennessee, Department of Education, hereinafter referred to as the "State" and Lenovo (United States) Inc., hereinafter referred to as the "Contractor," is for the provision of the Tennessee Schools Laptop Rental Program, as further defined in the "SCOPE OF SERVICES."

The Contractor is Large Business Corporation and Equal Opportunity Employer
Contractor Place of Incorporation or Organization: 1009 Think Place, Morrisville, NC 27560

A. SCOPE OF SERVICES:

A.2. Mandatory Service

a. Through this Tennessee Schools Laptop Rental Program Contract ("Rental Laptop Program"), education agencies ("EAs") shall rent computer equipment through a subscription as described in Attachment 3, Contractor's Price Catalog. For this Contract, computer equipment consists of laptops, tablets, and associated peripherals.

   (1) EA is the term used to collectively refer to all Tennessee public local education agencies, charter schools, State Special Schools, and the Achievement School District as defined in T.C.A. § 49-1-614.

b. Upon Contract execution, the State will provide written approval to the Contractor to use the identifying brand, logo and related procurement artifacts of the Rental Laptop Program for reasonable dealings in sales and marketing activities with EA in Tennessee.
c. The Contractor will be formally recognized as an Rental Laptop Program partner and may use the program's identifying brand and logo in marketing activities with EAs in Tennessee in accordance with the terms and conditions of this Contract, including Section E.10.
d. Contractor may assign delivery to an authorized reseller with approval from the State.
e. Subscription periods shall be any period up to but not exceeding thirty-six months from the signing of the task order by an EA.
f. Contractor shall provide equitable services and equipment to all EAs regardless of EA size or location.

A.3. Optional Services

a. Optional services may be offered by the Contractor, but not required. Any optional services that are not included in the catalog price for the device must have a clear description of services and cost.

A.4. Statement of Work and Project Quote Process

a. [Reserved]
b. At the procuring EA's request, the Contractor will provide the services to accomplish the requirements detailed in the Statement of Work (SOW) provided by the procuring EA. This Contract is limited to computer equipment and white glove services. The monetary cap for a project will be defined in the SOW ("SOW Monetary Cap").
c. In the SOW, the procuring EA will describe the project's requirements and the desired deliverables, and recommended skill sets required to complete the projects. The Contractor will provide a detailed "Project Quote" for the SOW that describes how the Contractor will accomplish the project within the anticipated time frame and total cost limitations.
d. The Contractor shall make task assignments and define and manage the Contractor personnel work schedules with the goal of accomplishing the procuring EA's requirements in the timeline defined by the EA. The Contractor agrees to bring to bear additional resources

as necessary to accomplish the project within the timeframes stated in the SOW, at no additional cost to the procuring EA.

e. The procuring EA has the right to request on-site or off-site work as the procuring EA deems necessary. The procuring EA will specify the location where the project work will be performed in the SOW.

f. Standard EA work schedules are based on a Monday through Friday between the hours of 7:00 a.m. and 3:30 p.m., excluding school holidays. The EA will define any specific times when work should not be completed.
   (1) Contractor shall perform delivery or pick-up services only on scheduled visits under the supervision of school personnel.
   (2) For services extending beyond delivery or pick-up services, including working with EA IT personnel to set-up devices and systems, Contractor shall schedule visits only at times when children are not present. In the event that it is necessary to perform such services during times when children are present, the Contractor's personnel shall provide documentation of compliance with background check requirements, as detailed in T.C.A. § 49-5-413, prior to having access to school grounds.

g. The SOW will include the following:
   (1) Description of the project including all requirements that must be met; requirements may include additional Contractor qualifications for specialized projects.
   (2) Anticipated project begin and end dates.
   (3) Required deliverables.
   (4) Location(s) where project work will be performed, including the use of onsite, offsite, and offshore resources at the procuring EA's discretion.
   (5) Hardware and software provided by the procuring EA, if applicable.
   (6) Availability of EA staff (if any) to assist with the project effort.
   (7) Format and requirements for the Project Quote, including details for a fixed priced payment methodology (i.e., phased, deliverable, and/or lump-sum to be paid upon completion); a payment methodology will not be based solely on hourly rates; hourly rates may be included only when the potential for change orders to fixed price items exists in the SOW.
   (8) Project Quote delivery requirements.
   (9) SOW number to facilitate tracking.
   (10) SOW schedule, including the written clarification deadline and Project Quote deadline.
   (11) SOW Monetary Cap
   (12) Other information deemed necessary by the procuring EA.

h. SOW Schedule: Each SOW will specify the deadline for the Contractor to provide a Project Quote. This deadline will be no less than ten (10) business days, but it may be longer at the procuring EA's discretion. The SOW will also specify the deadline by which the Contractor may seek written clarifications of the work involved. The procuring EA will provide responses to such clarifications in writing and distribute the responses to all pre-qualified Contractors for the associated equipment.

i. Project Quote: The Contractor will submit a Project Quote, which will include the following items:
   (1) A description of the Contractor's approach to meet the SOW requirements and provide the requested goods/services, at the level of detail requested in the SOW.
   (2) A project work plan that accomplishes the project within the procuring EA's specified timeframe, detailing all tasks to be performed. This work plan shall include a complete Contractor staffing plan, showing Contractor personnel certifications and resource loading, along with indications of any and all EA personnel effort required to complete the project.

(3) Any Contractor assumptions on which the Project Quote is based. These assumptions cannot conflict with or seek to delete the terms and provisions of the Contract. In the event of a conflict, the Contract will prevail. Note: The Contractor shall not include its own terms and conditions as a part of the Project Quote.

(4) A firm, fixed total price that covers all costs, including, but not limited to, manpower, administrative fees, and travel, to accomplish the project. This total price will be the maximum amount of compensation that can be paid to the Contractor under this SOW; regardless of the resources required, the Contractor may charge the procuring EA no more than this total price to complete the project. The total price and associated cost item(s) must meet the following:

i. The cost item(s) submitted must correspond exactly to the cost item(s) format included in the SOW.

ii. The Contractor must enter costs for all requested cost item(s). The Contractor must not leave a cost item blank. The Contractor may enter zero in a cost item if the Contractor does not intend to charge the procuring EA for the item.

iii. The total price must be less than the SOW Monetary Cap and less than or equal to the discounted estimated retail project cost as described in Contract Attachment 3.

iv. Benefits shall not be given to an EA such as free products, free devices, free software or services, or other free no-charge items, unless that same benefit is given to all EAs.

(5) An estimated project cost calculated using the Unit Price and the estimated quantity of each Item required for the project from Contract Attachment 3, Price Catalog. This will also be used to validate that the firm, fixed cost submitted is less than or equal to the Contractor's catalog cost. This estimated project cost shall be solely for comparison purposes and shall not be used for any billing purposes whatsoever in terms of costs or utilization of components.

(6) Other information as required by the SOW.

i. Evaluation of Project Quote:

(1) After the Project Quote Deadline, the procuring EA will review the submitted Project Quotes, comparing each Contractor's Project Quote to the SOW requirements.

(2) The procuring EA may request written clarification of the Contractor's Project Quote during the review process.

(3) The procuring EA will communicate the Contractor selected, in writing, to all Contractors that submitted a Project Quote.

(4) If Project Quote(s) that are lower than the selected Contractor's Project Quote were received, the procuring EA must document reason(s) why such Project Quote(s) do not conform to the SOW and were not selected. Such reason(s) include, but are not limited to, failure to comply with one or more of the following:

i. The Project Quote must be delivered by the Project Quote Deadline specified in the SOW.

ii. The Project Quote must meet all requirements defined in the SOW.

iii. The Project Quote must not include Contractor terms and conditions or seek to delete or alter the terms and provisions of the Contract.

j. The procuring EA shall cancel the SOW if no Project Quotes meeting the SOW requirements are received.

k. Task Order – General Instructions.

(1) After the procuring EA has determined the selected Contractor for the SOW, the procuring EA will develop a Task Order (TO) binding the Contractor to the terms of the Contract. No terms and conditions shall be added to the TO, as outlined in Attachment 4. Prior to the Contractor delivering goods/services, all required signatures must be obtained for the TO, including Contractor TO signatory(ies) and the procuring EA's signatory(ies). The procuring EA will only sign the TO and will not sign any Contractor documents related to the project. A fully executed TO, containing all required signatures, authorizes the Contractor to provide the

requested services. The procuring EA shall not be liable to pay the Contractor for any work performed prior to the Contractor's receipt of a fully executed TO.

(2) The TO will fix the maximum amount of money to be paid in compensation for the services requested on a particular SOW (the "TO Project Price"). This amount cannot be exceeded without a TO amendment. Such a TO amendment, if deemed necessary by the procuring EA, must be within the scope of the associated SOW. The TO amendment will increase the maximum potential compensation due the Contractor for the work in question, and possibly extend the SOW Project End Date. The TO amendment will require the same signatures as the original TO.

(3) The TO Project Price shall cover all costs, including, but not limited to, manpower, administrative costs, and travel, required to complete the services and deliverables in the project as specified. The TO Project Price can only be increased by TO amendment, and the total increase, whether increased by a single TO amendment or multiple TO amendments cannot exceed seven percent (7%) of the original TO Project Price.

(4) Procuring EA signatories shall vary based on the associated SOW. The EA reserves the right to modify the format of the TO at any time during the term of the Contract.

l. Task Order – Termination.

(1) The procuring EA may immediately terminate for convenience any or all of the TOs entered into by the procuring EA and the Contractor pursuant to this Contract by giving the Contractor written notice. The Contractor shall be entitled to receive equitable compensation for satisfactory authorized services completed as of the termination date.

i. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the EA for satisfactory, authorized services completed as of the termination date. In no event shall the EA be liable to the Contractor for compensation for any goods neither requested nor accepted by the EA or for any services neither requested by the EA nor satisfactorily performed by the Contractor. In no event shall the EA's exercise its right to terminate the TO for convenience relieve the Contractor of any liability to the EA for any damages or claims arising under this Contract.

(2) If the Contractor, or Contractor-provided personnel, fail to properly perform their obligations under any TO entered into by the procuring EA and the Contractor pursuant to this Contract, or violate any of the terms of this Contract, the State shall have the right to terminate for cause any or all of the Contractor's TOs, and to withhold payments in excess of fair compensation for completed services. The State will provide notification of termination for cause in writing. This notice will: (1) specify in reasonable detail the nature of the breach; (2) provide the Contractor with an opportunity to cure, which must be requested in writing no less than 10 days from the date of the termination notice; and (3) shall specify the effective date of termination in the event the Contractor fails to correct the breach. The Contractor must present the State with a written request detailing the efforts it will take to resolve the problem and the time period for such resolution. The Contractor shall not be relieved of liability to the EA for damages sustained by virtue of any breach of this Contract by the Contractor.

(3) This section shall not limit the State's right to terminate the Contract for convenience or cause in accordance with Contract Section D.3 and Contract Section D.4.

(4) The EA will advise if the termination is due to non-appropriations/non-funding. The EA shall pay all amounts due until the equipment is returned to the Contractor in addition to any unpaid invoices that are not in dispute.

m. Invoicing and Payments for Services.

(1) The services shall be provided and invoiced as described in the SOW and Contract Section C, not to exceed the TO Project Price stated in the TO. Depending upon the specific needs and life-cycle of the project in question, the procuring EA may pay the TO Project Price as phase/deliverable/lump-sum payment(s), with each payment predicated upon the completion of deliverable(s), or as a lump-sum payment upon completion of the entire project, including all deliverable(s) associated therewith. The payment method to be used in any case will be described in the SOW and shall always be for completed deliverable(s).

A.5. The EAs are responsible for the correct use and protection of all equipment furnished by the Contractor.

a. Upon termination of this Contract or the end of the subscription period, all equipment furnished by the Contractor shall be returned to the Contractor in the same condition as when received, less reasonable wear and tear. Reasonable wear and tear is expected. Should the equipment be destroyed, lost or stolen, the EA shall be responsible to the Contractor for the fair market value of the property at the time of loss.
b. Should the equipment be lost, destroyed or stolen prior to the end of the subscription period, the EA shall notify the Contractor. The Contractor may at its option either receive payment from the EA for the fair market value of the property at the time of loss, in which event the subscription for this piece of equipment shall terminate, or the Contractor may replace the equipment with an equivalent and the subscription shall continue.

A.6. The EA shall make the determination of whether students can take the equipment off of EA property. The terms and conditions related to this shall be outlined in the SOW and/or Task Order, if necessary.

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 general 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.

Contractor represents and warrants that the EA 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 EA shall be entitled to recover the fees paid to Contractor for the Defective goods or services. Any exercise of rights under this Section shall not prejudice the rights of the State and/or the EA to seek any other remedies available under this Contract or applicable law.

A.8. Inspection and Acceptance. The EA shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the EA determines that the goods or services are Defective or non-conforming, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost. If after a period of thirty (30) days following delivery of goods or performance of services the EA does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted.

A.9. The Contractor may request updates to Attachment 3 no more than quarterly. To request updates, the Contractor must submit a spreadsheet of requested additional products and a spreadsheet containing existing items and requested additions. The State shall review the requested updates and approve or reject the request on the basis of compliance with federal erate requirements.
a. Approval of items: If approved, the Attachment 3 will be revised to reflect the approved items. The Contractor shall honor all purchase orders dated prior to the approved item.
b. Item Rejection: If the State rejects a request, the Contractor shall be notified in writing of the State's intention and state a reason for the rejection.
c. Any increase in price shall be based on the Contractor's actual cost increase, may not constitute additional profit as shown in written cost documentation and must contain data establishing or supporting the general or industry wide nature of the change. At the option of the State, (1)

request may be granted, (2) the Contract may be canceled and the commodity/service be re-advertised for award, or (3) continue the Contract without change.

B. TERM OF CONTRACT:

This Contract shall be effective on June 15, 2017 ("Effective Date"), and extend for a period of sixty (60) months after the Effective Date ("Term"). The EA shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

C.1 There shall be no cost to the State, with the exception of State EAs as defined in Contract Section A.2.a.(1), for the performance of services under this Contract.

C.2. [Reserved]

C.3. [Reserved]

C.4. Contractor shall honor the published price for each device offered under the Program until changed by an updated published price. Published prices shall be available to all eligible EAs in Tennessee regardless of the number of units subscribed at any given time.

C.5. Upon completion of the deliverables described in an SOW for which the Contractor's Project Quote was selected, the Contractor shall be compensated as set forth in the Task Order.

C.6. Invoice Requirements. The Contractor shall invoice the EA directly only for goods delivered and accepted by the EA or services satisfactorily provided at the amounts stipulated in Attachment 3. 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 address listed in the TO.

C.7. The Contractor may adjust the rates in Attachment 3 no more than quarterly.

a. Any increase shall be based on the Contractor's actual cost increase, may not constitute additional profit as shown in written cost documentation and must contain data establishing or supporting the general or industry wide nature of the change. At the option of the State,
   (1) request may be granted,
   (2) continue the Contract without change.
b. Approval of Price Increases: If approved, the Contractor Price Catalog will be revised to reflect the approved price increase. The Contractor shall honor all purchase orders dated prior to the approved price increase acceptance date at the original contract price. Approval of any price increase renews the firm price period.
c. Price Increase Rejection: If the State rejects a request for a price increase, the Contractor will be notified in writing of the State's intention. If the Contract is to be canceled, the Contractor shall be notified of the cancellation date via certified mail.

D. STANDARD 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:

Steven Sanders, Director of District Technology
Department of Education
Andrew Johnson Tower, 10th Floor
710 James Robertson Parkway
Nashville, TN 37243
steven.sanders@tn.gov
615-693-0207

Lenovo, Inc.:

Mike Burk, Sales Executive
Lenovo, Inc
1009 Think Place, Morrisville, NC 27560
maburk@lenovo.com
Telephone # Number: 615-584-8754

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.

D.4 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 EA for satisfactory, authorized services completed as of the termination date. In no event shall the EA or the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the EA or for any services neither requested by the EA 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.5. 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 the EA shall 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.6. Assignment and Subcontracting. The Contractor shall not assign this Contract or 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.7. 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 or EA 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.8. 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.9. 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, in writing, by submitting to the State a completed and signed copy of the document at Attachment 1, 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.10. 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.11. 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.12. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.

D.13. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon 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 such 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 hereto.

D.14. 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.15. 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 for any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.

D.16. State Liability. The State shall have no liability except as specifically provided in this Contract.

D.17. 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 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.18. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.

D.19. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. 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 - 407.

D.20. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, 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 relating hereto, whether written or oral.

D.21. 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.22. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

D.23. 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.24. 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 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.25. 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.26. 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.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. 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 f., below), which includes Attachments 1, 2, 3, and 4;
c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
e. any technical specifications provided to proposers during the procurement process to award this Contract; and
f. the Contractor's response seeking this Contract.

D.29. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101 et.seq., addressing contracting with persons with investment activities in Iran, shall be a material provision of this Contract. The Contractor agrees, 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.30. Insurance. Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified below. The COI shall be provided ten (10) business days prior to the Effective Date and again upon renewal or replacement of coverages required by this Contract. If insurance expires during the Term, the State must receive a new COI at least thirty

(30) calendar days prior to the insurance's expiration date. If the Contractor loses insurance coverage, does not renew coverage, or for any reason becomes uninsured during the Term, the Contractor shall notify the State immediately.

The COI shall be on a form approved by the Tennessee Department of Commerce and Insurance ("TDCI") and signed by an authorized representative of the insurer. The COI shall list each insurer's national association of insurance commissioners (also known as NAIC) number and list the State of Tennessee, Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 in the certificate holder section. At any time, the State may require the Contractor to provide a valid COI detailing coverage description; insurance company; policy number; exceptions; exclusions; policy effective date; policy expiration date; limits of liability; and the name and address of insured. The Contractor's failure to maintain or submit evidence of insurance coverage is considered a material breach of this Contract.

If the Contractor desires to self-insure, then a COI will not be required to prove coverage. In place of the COI, the Contractor must provide a certificate of self-insurance or a letter on the Contractor's letterhead detailing its coverage, liability policy amounts, and proof of funds to reasonably cover such expenses. Compliance with Tenn. Code Ann. § 50-6-405 and the rules of the TDCI is required for the Contractor to self-insure workers' compensation.
All insurance companies must be: (a) acceptable to the State; (b) authorized by the TDCI to transact business in the State of Tennessee; and (c) rated A- VII or better by A. M. Best. The Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that the subcontractors are included under the Contractor's policy.

The Contractor agrees to name the State as an additional insured on any insurance policies with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) ("Professional Liability") insurance. Also, all policies shall contain an endorsement for a waiver of subrogation in favor of the State.

The deductible and any premiums are the Contractor's sole responsibility. Any deductible over fifty thousand dollars ($50,000) must be approved by the State. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.
The State agrees that it shall give written notice to the Contractor as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. 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 or its insurer, 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.

All coverage required shall be on a primary basis and noncontributory with any other insurance coverage or self-insurance carried by the State. The State reserves the right to amend or require additional endorsements, types of coverage, and higher or lower limits of coverage depending on the nature of the work. Purchases or contracts involving any hazardous activity or equipment, tenant, concessionaire and lease agreements, alcohol sales, cyber-liability risks, environmental risks, special motorized equipment, or property may require customized insurance requirements (e.g. umbrella liability insurance) in addition to the general requirements listed below.

To achieve the required coverage levels, a combination of a specific policy written with an umbrella policy covering liabilities above stated limits is acceptable (For example: If appropriate limits are two million dollars ($2,000,000) per occurrence and two million dollars ($2,000,000) aggregate, acceptable coverage would include a specific policy covering one million dollars ($1,000,000) per occurrence and one million dollars ($1,000,000) aggregate written with an umbrella policy for one million dollars ($1,000,000) per occurrence and one million dollars ($1,000,000) aggregate. If the deficient underlying policy is for coverage area without aggregate limits (generally Automobile Liability and Employers' Liability Accident), Contractor shall provide a

copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area as well.

a. Commercial General Liability Insurance

1) The Contractor shall maintain commercial general liability insurance, which shall be written on an Insurance Services Office, Inc. (also known as ISO) occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises/operations, independent contractors, contractual liability, completed operations/products, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

2) The Contractor shall maintain bodily injury/property damage with a combined single limit not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate for bodily injury and property damage, including products and completed operations coverage with an aggregate limit of at least two million dollars ($2,000,000).

b. Workers' Compensation and Employer Liability Insurance

1) For Contractors statutorily required to carry workers' compensation and employer liability insurance, the Contractor shall maintain:

i. Workers' compensation and employer liability insurance in the amounts required by appropriate state statutes.

2) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:

i. The Contractor employs fewer than five (5) employees;
ii. The Contractor is a sole proprietor;
iii. The Contractor is in the construction business or trades with no employees;
iv. The Contractor is in the coal mining industry with no employees;
v. The Contractor is a state or local government; or
vi. The Contractor self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

c. Automobile Liability Insurance

1) The Contractor shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).

2) The Contractor shall maintain bodily injury/property damage with a limit not less than one million dollars ($1,000,000) per occurrence or combined single limit.

d. Errors & Omissions Insurance

1) Errors & omissions insurance shall be written on an occurrence basis. This coverage may be written on a claims-made basis but must include an extended reporting period or "tail coverage" of at least two (2) years after the Term; and

2) Any errors & omissions insurance policy shall have a limit not less than one million dollars ($1,000,000) per claim and two million dollars ($2,000,000) in the aggregate.

D.31. Limitation of Contractor's Liability. The Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to five million dollars ($5,000,000.00), 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.

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. 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.

E.3. 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.4. Intellectual Property. 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 or suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Contractor shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Contractor notice of any such claim or suit, however, the failure of the State to give such notice shall only relieve Contractor of its obligations under this Section to the extent Contractor can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.

E.5. Personally Identifiable Information. While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Contractor agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Contractor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or

any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The State reserves the right to review Contractor's policies and procedures used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify and/or procure that Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

The Contractor shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Contractor ("Unauthorized Disclosure") that come to the Contractor's attention. Any such report shall be made by the Contractor within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Contractor. Contractor shall take all necessary measures to halt any further Unauthorized Disclosures. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Contractor shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Contract or otherwise available at law.

E.6. Prohibited Advertising or Marketing. The Contractor shall not suggest or imply in advertising or marketing materials that Contractor's goods or services are endorsed by the State. The restrictions on Contractor advertising or marketing materials under this Section shall survive the termination of this Contract.

E.7. Federal Educational Rights and Privacy Act & Tennessee Data Accessibility, Transparency and Accountability Act. The Contractor shall comply with the Federal Educational Rights and Privacy Act of 1974 (20 U.S.C. 1232(g)) and its accompanying regulations (34 C.F.R. § 99) ("FERPA"). The Contractor warrants that the Contractor is familiar with FERPA requirements and that it will comply with these requirements in the performance of its duties under this Contract. The Contractor agrees to cooperate with the State, as required by FERPA, in the performance of its duties under this Contract. The Contractor agrees to maintain the confidentiality of all education records and student information. The Contractor shall only use such records and information for the exclusive purpose of performing its duties under this Contract.

The Contractor shall also comply with Tenn. Code Ann. § 49-1-701, *et seq.*, known as the "Data Accessibility, Transparency and Accountability Act," and any accompanying administrative rules or regulations (collectively "DATAA"). The Contractor agrees to maintain the confidentiality of all records containing student and de-identified data, as this term is defined in DATAA, in any databases, to which the State has granted the Contractor access, and to only use such data for the exclusive purpose of performing its duties under this Contract.

Any instances of unauthorized disclosure of data containing personally identifiable information in violation of FERPA or DATAA that come to the attention of the Contractor shall be reported to the State within twenty-four (24) hours. Contractor shall indemnify and hold harmless State, its employees, agents and representatives, from and against any and all claims, liabilities, losses, or causes of action that may arise, accrue, or result to any person or entity that is injured or damaged as a result of Contractor's failure to comply with this section.

E.8. Software License Warranty. Contractor grants a license to the State to use all software provided under this Contract in the course of the State's business and purposes.

E.9. Software Support and Maintenance Warranty. Contractor shall provide to the State all software upgrades, modifications, bug fixes, or other improvements in its software that it makes generally available to its customers.

E.10. State Use of Goods. The State shall have full rights to use the goods provided under this Contract.

E.11. Prohibited Advertising or Marketing. The Contractor shall not suggest or imply in advertising or marketing materials that Contractor's goods or services are endorsed by the State. The restrictions on Contractor advertising or marketing materials under this Section shall survive the termination of this Contract.

E.12. 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.13. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's Response to RFQ 33104-00117, Attachment B, Item Reference B.15 and resulting in this Contract.

The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a quarterly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, and Tennessee service-disabled veterans. Such reports shall be provided to the State of Tennessee Governor's Office of Diversity Business Enterprise in the required form and substance.

E.14. Additional lines, items, or options. At its sole discretion, the State may make written requests to the Contractor to add new models of computer equipment that are needed and within the Scope but were not included in the original Contract. Such new models of computer equipment 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 new models of computer equipment, 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 new models of computer equipment on the other goods or services required under the Contract;
   (2) Any pricing related to the new models of computer equipment;
   (3) The expected effective date for the availability of the new models of computer equipment; 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 new models of computer equipment 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 models of computer equipment.

IN WITNESS WHEREOF,

LENOVO (UNITED STATES) INC.:

Mike Burk 05/31/2017

CONTRACTOR SIGNATURE **DATE**

Mike Burk, Sales Executive

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

TENNESSEE DEPARTMENT EDUCATION:

Candice McQueen JC 6/12/17

CANDICE MCQUEEN, COMMISSIONER **DATE**

***Pro Forma* ATTACHMENT 1**

(Fill out only by selected Contractor)

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	Lenovo (United States) Inc.
EDISON VENDOR IDENTIFICATION NUMBER	

The Contractor, identified above, does hereby attest, certify, warrant, and assure that 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.

Mike Burk

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind Contractor. If said individual is not the chief executive or president, this document shall attach

evidence showing the individual's authority to contractually bind Contractor.

Mike Burk, Sales Executive

PRINTED NAME AND TITLE OF SIGNATORY

05/31/2017

DATE OF ATTESTATION

(Fill out only by selected Contractor)

SAMPLE LETTER OF DIVERSITY COMMITMENT

(Company Letterhead/Logo)
(Address)
(Date)
(Salutation),

(Company Name) is committed to achieving or surpassing a goal of (numeral) percent spend with certified diversity business enterprise firms on State of Tennessee contract # (Edison document #). Diversity businesses are defined as those that are owned by minority, women, small business and Tennessee service-disabled veterans which are certified by the Governor's Office of Diversity Business Enterprise (Go-DBE).

We confirm our commitment of (percentage) participation on the (Contract) by using the following diversity businesses:

(i) Name and ownership characteristics (i.e., ethnicity, gender, Tennessee service-disabled veteran) of anticipated diversity subcontractors and suppliers:

_____

(ii) Participation estimates (expressed as a percent of the total contract value to be dedicated to diversity subcontractors and suppliers):
_____%.

(iii) Description of anticipated services to be performed by diversity subcontractors and suppliers:

_____

_____

We accept that our commitment to diversity advances the State's efforts to expand opportunity of diversity businesses to do business with the State as contractors and sub-contractors.

Further, we commit to:

1. Using applicable reporting tools that allow the State to track and report purchases from businesses owned by minority, women, Tennessee service-disabled veterans and small business.

2. Reporting quarterly to the Go-DBE office the dollars spent with certified diversity businesses owned by minority, women, Tennessee service-disabled veterans and small business accomplished under contract # (Edison number).

(Company Name) is committed to working with the Go-DBE office to accomplish this goal.

Regards,

(Company authority – signature and title)

ATTACHMENT 3
LENOVO PRICE CATALOG

ATTACHMENT 4
DRAFT TASK ORDER

TASK ORDER
BETWEEN THE
[INSERT EA
NAME]
and
[INSERT CONTRACTOR NAME]

This Task Order (TO), by and between the [INSERT EA NAME], hereinafter referred to as the "EA" and [INSERT CONTRACTOR NAME], hereinafter referred to as the "Contractor" is as follows:

The Contractor understands and agrees that this TO is governed by the provisions of Edison Contract Number [INSERT CONTRACTOR EDISON CONTRACT NUMBER], hereinafter referred to as the "Master Contract". In the provision of services pursuant to this TO, the Contractor will conform to these provisions in their entirety. In the event of a conflict between the TO and the Master Contract, the documents shall govern in the order of preference given in the Master Contract.

This TO shall be effective for the period commencing on [INSERT START DATE], and ending on [INSERT END DATE], unless amended.

In no event shall the maximum liability of the EA under this TO exceed [INSERT DOLLAR AMOUNT]. For the services provided pursuant to this TO, this amount shall constitute the TO Project Price and the entire potential compensation due the Contractor for the goods and/or services and all of the Contractor's obligations hereunder regardless of the difficulty, travel, administrative fees, or materials/equipment required. The Contractor shall be compensated as specified in the associated Statement of Work at the fixed-prices and/or hourly rate(s) quoted in the Contractor's Project Quote and transcribed here:

Service Description	**Amount** (per compensable increment)
DELIVERABLE	$Number
JOB TITLE	$Number per hour
Use & Repeat Rows Above as Necessary	

Payments to the Contractor pursuant to this TO will be made in accordance with the Tennessee Prompt Payment Act. Invoices shall be submitted to:

[INSERT AGENCY NAME AND BILLING ADDRESS FROM THE SOW]

The EA may, at any time and for any reason, terminate this TO in accordance with Contract Section A.4.l.

This TO may be modified only by a written amendment in accordance with Contract Section A.4.k.

INSERT EA AND CONTRACTOR SIGNATURE LINES