

**STATEWIDE CONTRACT 400
EDISON CONTRACT 62117
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF GENERAL SERVICES
CENTRAL PROCUREMENT OFFICE
AND
CANON SOLUTIONS AMERICA, INC.**

This Contract, by and between the State of Tennessee, Department of General Services, Central Procurement Office ("State") and Canon Solutions America, Inc. ("Contractor"), is for the provision –either purchase or rental– of Multifunction Devices ("MFDs"), Scanners, software workflow solutions, and related services, as further defined in the "SCOPE." State and Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

The Contractor is For-Profit Corporation.

Contractor Place of Incorporation or Organization: One Canon Park, Melville, NY 11747

Contractor Edison Registration ID # 160525

Definitions and Abbreviations shall be as follows and as set forth in the Contract:

Active Directory	A directory service developed by Microsoft for Windows domain networks.
Authorized User	Entity authorized to purchase off the SWC including: <ul style="list-style-type: none"> 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, the state university boards; 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).
Click	An individual print or copy from a MFD.
CPO	Central Procurement Office.
Fleet	All MFDs and Scanners rented or purchased under this Contract.
HDD	Hard Disk Drive.
Implementation	The transition process where the selected Contractor will provide instruction, service, support and maintenance to ensure proper utilization and functioning of the new Contractor system.
Initial Assessment	The Contractor's first review of an Authorized Users Fleet, Fleet placement, and machine utilization used to make recommendations that maximize the value of the Contract.
ISIS	Image and Scanner Interface Specification.
LDAPS	Lightweight Directory Access Protocol over Secure Sockets Layer ("SSL").

MBE/WBE/SDVBE/SBE/DSBE GoDBE	Minority-owned, women-owned, service-disabled veteran owned, small-business enterprises, and persons with disabilities, disabled-business Enterprise.
Multifunction Devices ("MFDs")	An office machine which incorporates the functionality of multiple devices in one, so as to have a smaller footprint or to provide centralized document management/distribution/production in a large office setting.
Output/Input Devices	Range of items used by employees to facilitate business in the office setting including; MFDs, printers, fax machines, and Scanners.
Overutilization	The instance when a MFD is surpassing the manufacturer's suggested number of Clicks.
PCard	Purchasing card used by State employees to pay for items ordered.
Right Sizing	The process of reducing the number of Output/Input Devices where applicable, while matching the capabilities of the Fleet to the needs of each Authorized User.
Scanners	Stand-alone, single function primarily high-speed scanners.
Scope of Services	The State's expectations of the equipment or services to be rendered by the Contractors as stated in the Contract.
Single Pane of Glass	A management display console that integrates all parts of a computer infrastructure; an intuitive graphical user interface (GUI) that makes accessing current data easy and fast; a display that can be customized and categorized to meet the end user's specific needs.
SCSI	Small Computer System Interface.
State	The State of Tennessee, including its departments, agencies, and entities that fall under its purview.
State Contract Manager	The State's point of contact for all things related to this Contract.
State Agency	Departments, agencies, and entities of the State of Tennessee.
STS	Strategic Technology Solutions.
SWC	Statewide Contract.
TWAIN	An applications and programming interface and communications protocol that regulates communication between software and digital imaging devises.
Underutilization	The instance when a MFD is not reaching the manufacturer's suggested number of Clicks.
UOM	Unit of Measure.

A. SCOPE:

A.1. General Requirements of Contractor

- a. 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 this Contract.
- b. The purpose of the Contract is to procure MFDs, Scanners, software workflow solutions, and related services.
- c. The Contractor shall analyze each State Agency to identify savings opportunities that can be realized by:

1. Optimizing machine placement
 2. Consolidating Output/Input Devices
 3. Reducing print output
 4. Lowering total cost of ownership, and
 5. Implementing software workflow solutions to increase workplace efficiency
- d. This Contract is a Statewide Contract (see Section E.12.).
- e. Account Management
1. Service Organization: The Contractor is required to have a service organization that provides service satisfying the requirements in Section A.7. with representation to all of Tennessee's geographical areas. The customer service representative will assign an account number and ensure that the Contract rates are provided to all Authorized Users.
 2. Account Manager: The Contractor must supply an Account Manager to be the first point of contact with the State regarding this Contract. This person will become familiar with the Contract, the State Agencies, and be prepared to handle all service issues and billing inquiries promptly. The Account Manager will be required to attend and participate in a Quarterly Business Update meeting.
 3. Quarterly Business Update: Each quarter, the Account Manager will review Fleet modifications, (or the removing, adding, or swapping of machines), if applicable, equipment usage and cost, methods implemented to improve efficiency and corresponding estimated savings with the State Contract Manager. The Account Manager will also present on the quarterly reports as described in Section A.6.
- f. Training

At no additional charge, the Contractor shall conduct basic, on-site equipment training to State personnel designated by the Authorized User within two (2) business days of installation of the MFD or Scanner or at the discretion of the Authorized User. The Contractor must provide sufficient training to cover the basic operational functions of equipment, user maintenance (e.g., replenishment of toner, developer, staples and clearing paper jams, etc.) and any additional training requested by the Authorized User specific to its operational needs (e.g., envelope printing, label printing, etc.). The Contractor shall provide additional training at the request of an Authorized User within seven (7) business days of the request throughout the length of the Contract Term.

A.2. Machine Specifications.

All machines procured under this Contract shall be new and unused.

a. Category I - MFDs

1. The Contractor must provide an MFD for each of the segments below. These segments are categorized by a minimum page per minute (ppm) and paper size capacity.
 - a. B&W I – 20 ppm, A4 Capacity
 - b. B&W II – 30 ppm, A4 Capacity
 - c. B&W III – 40 ppm, A4 Capacity
 - d. B&W IV – 55 ppm, A4 Capacity
 - e. B&W V – 65 ppm, A3 and A4 Capacity
 - f. Color I – 20 ppm, A4 Capacity
 - g. Color II – 30 ppm, A4 Capacity
 - h. Color III – 40 ppm, A4 Capacity
 - i. Color IV – 55 ppm, A3 and A4 Capacity
2. Standard
 - a. Network connectivity capable
 - b. Energy Star compliant pursuant to Tenn. Code Ann. § 12-3-905

- c. Auto Duplex
- d. Minimum input trays sheet capacity by segment
 - i. B&W I and Color I – 250
 - ii. B&W II and Color II – 500
 - iii. B&W III, B&W IV, B&W V, Color III, and Color IV – 1000
- e. Minimum 250 sheet output
- f. Bypass tray
- g. Hard Disk Drive (HDD), eMMC, or Solid-State Drives (SSD)
- h. Copy, Print, Scan
- i. Secure/Locked Print
- j. Automatic Document Feeder
- k. All machines with hard drives should support the enabling of encryption on hard drives
- l. LDAPS authentication to Active Directory
- m. LDAPS read to Active Directory
- n. Email Address lookup to Active Directory
- o. Equipment compliant with Section 508 of the Rehabilitation Act
- p. Ability to run envelopes
- q. Minimum RAM
 - i. B&W I-III: 1.25 GB
 - ii. B&W IV-V: 1.5 GB
 - iii. Color I-IV: 2 GB

The following is only applicable to rented machines.

- r. All rented machines require HDD, eMMC, or SSD removal & replacement prior to return of equipment

3. Required Options

- a. Staple finisher options on B&W IV, B&W V, and Color IV
- b. Fax Board with Fax Forwarding
- c. Additional Output Tray on B&W IV, B&W V, and Color IV
- d. Additional Input Tray
- e. ID Card Scanner / Badge Authentication for pull printing (e.g., "FollowMe" printing) capability
- f. Tracking software to accompany pull printing and collect and query real time data on individuals' printing history
- g. Post Script
- h. Optical Character Recognition ("OCR")
- i. Data Encryption
- j. 3-Hole Punch on B&W IV, B&W V, and Color IV
- k. Automatic refill of toner cartridges
- l. Software add-on to improve the workflow described in Attachment D to the Contract. – Workflow Description

b. Category II – Scanner

- 1. The Contractor must provide a Scanner for each of the segments below. These segments are categorized by a minimum scans per minutes (spm).
 - a. Segment I – 20 spm
 - b. Segment II – 60 spm
 - c. Segment III – 100 spm
- 2. Standard
 - a. Network connectivity capable
 - b. Energy Star compliant
 - c. Color Scan
 - d. Hard Disk Drive (HDD), eMMC, or Solid-State Drives (SSD)
 - e. Duplex Capability

- f. 50-sheet document feeder
 - g. Minimum Automatic Document Feeder Sizes: 2.1"x2.9" to 8.5"x14"
 - h. Scan to email, folder, network fax, and SFTP
 - j. i. Minimum RAM 4GBLDAP authentication to Active Directory
 - k. LDAP read to Active Directory
 - l. Email Address lookup to Active Directory
 - m. All machines with hard drives should support the enabling of data overwriting on hard drives
 - n. Equipment compliant with Section 508 of the Rehabilitation Act
- The following is only applicable to rented machines.***
- o. All rented machines require HDD, eMMC, or SSD removal & replacement prior to return of equipment

- 3. Required Options
 - a. Plastic card scanning
 - b. Fully functional ISIS & TWAIN Drivers
 - c. SCSI Interface
 - d. OCR
 - e. Data Encryption
 - f. Software add-on to improve the workflow described in Attachment D to the Contract – Workflow Description

A.3. Consulting Services

The Contractor(s) will be required to provide consulting services to Authorized Users to provide assistance on workflow, specific solutions.

A.4. Initial Assessment (Relevant for MFD Contractor only)

As part of the "Initial Assessment," the Contractor shall reach out to each State Agency and Authorized Users selected by the State, and request each State Agency's participation in this assessment. If the State Agency declines, the Contractor will record this in writing and send this written verification to the State no later than fifteen (15) business days after the Effective Date of the Contract. If the State Agency does not respond to the Contractor's Initial Assessment request, the Contractor will inform the State no later than fifteen (15) business days after the Effective Date of the Contract.

A.4.1. For the State Agencies that have opted to participate in the Initial Assessment, the Contractor shall do the following:

- 1. Document the State's current Input and Output Device technology infrastructure, physically mapping out where each machine is located. The assessment is expected to include an onsite walk-through by a qualified representative from the Contractor.
- 2. Develop a phased Implementation recommendation for each State Agency, including a comprehensive justification for swapping current owned equipment for new equipment and the expected impact following the Implementation of the recommendation.
- 3. Map the Initial Assessment location with current equipment layout, transition period layout and ideal layout.
- 4. Provide any additional data that the Contractor believes is useful, including more detailed analysis, technology offerings and workflow solutions that would improve office efficiencies and generate cost savings to the State.
- 5. Upon request, measure the effectiveness of the Implementation recommendation including key metrics that were identified in the expected impact.

A.4.2. For all the MFDs and Scanners utilized by the State, regardless of manufacturer, the Contractor must do the following:

1. Capture machine utilization from both networked and non-networked machines if the machine is capable of reporting utilization. Equipment used for analysis that interacts with State network must be approved by STS prior to Contract award. Any equipment used for the assessment that will access the State's network must comply with the requirements listed in RFP Attachment 6.7.
2. Uncover total cost of ownership per machine, including an average cost per page for monochrome (where applicable) that captures all direct and indirect costs.
3. Evaluate current impact to environment based on current energy and paper consumption and compare this evaluation with the proposed future State print environment.
4. Obtain the following data per machine:
 - a. Machine Manufacturer & Model
 - b. Location – State Agency, Department, Address, Floor/Suite, Room/Location on Floor
 - c. Install Date (if available)
 - d. Monochrome & Color Meter Read (Taken at Beginning and End of Assessment)
 - e. Type of Machine (MFD and Scanner)
 - f. Cost Per Page for Monochrome
 - g. Cost Per Page for Color
 - h. PPM
 - i. Networked/Non-Networked

All assessment data and analysis summaries must be provided in a presentation format that includes analysis breakdown by machine and a comparison of current state versus future state print environment. All raw data collected during the audit/analysis phase and all reporting summaries must be provided to the requesting State Agency, STS, and the State Contract Manager in an editable format. If requested, the Contractor must also provide hard copy summaries. All results of the analysis need to be routed through the State and STS for approval prior to moving forward with assessment recommendations to Agencies.

The timeline for accurate analysis is to be determined by the Contractor with approval from the State.

A.5. Right Sizing Implementation (Relevant for MFD Contractor only)

As part of the continual effort to find savings opportunities, the Contractor shall reach out again thirty (30) months after the Effective Date of the Contract and once again request the State Agencies' participation in a "Right-Sizing" assessment, regardless of whether or not an Initial Assessment was completed for that State Agency. If the State Agency declines, the Contractor will record this in writing and send this written verification to the State no later than forty-five (45) business days after the Contractor reaches out to the Agencies. If the State Agency does not respond to the Contractor's assessment request, the Contractor will inform the State no later than forty-five (45) business days after the Contractor reaches out to the Agencies.

Right-Sizing is defined as the process of reducing the number of Output Devices where applicable, while matching the capabilities of the Fleet to the needs of each Authorized User. As part of this initiative, the Contractor must present a structured, managed approach for Implementation with a built-in change management plan, clearly outlining the steps to implement the recommendation. The Implementation must be a phased roll-out, whereby certain State Agencies will adopt the new print environment. The Implementation must not negatively impact the Contractor's ongoing operations of providing normal, quality service to the Authorized Users. The Contractor must develop an effective strategy to engage various State Agencies, answer all questions, and address State Agency specific issues during Implementation.

The timeline for completion of the Right Sizing process is to be determined by the Contractor with approval from the State.

A.6. Reporting

Reporting shall provide statistical data on all purchases made from the Contract by Authorized Users. All quarterly reports must be submitted to the State within thirty (30) calendar days after the end of the quarter in the template provided by the State in Microsoft Excel.

a. Purchase and Usage Quarterly Reports: The Purchase and Usage Quarterly Reports will be detailed and broken down by line item and include, but not be limited to the following:

1. Contract number
2. Identify State or local entity
3. Contract line item number
4. Name of Authorized User
5. Location of Authorized User
6. Installation date
7. Invoice date
8. Invoice number
9. Amount billed
10. Machine make and model number
11. Machine serial number
12. Commodity description
13. Accessories included
14. Date of Replacement through Right Size initiatives, if applicable
15. Usage volume to date for monochrome Clicks
16. Usage volume to date for color Clicks
17. Average monthly volume for monochrome Clicks
18. Average monthly volume for color Clicks
19. Recommended monthly volume for monochrome Clicks based on make and model
20. Machine Uptime Percentage
21. Machine Response Time, if applicable

b. State Agency Summary Report: The State Agency Summary Report will be a State Agency specific overview of the print environment for the prior quarter. This report will be required upon request of the State Contract Manager. It must include the following information:

1. Quantity of machine make and model newly purchased or rented in the past quarter
2. Quantity of machine make and model purchased or rented in the life of the contract
3. Average monthly volume for monochrome Clicks per machine make and model
4. Average monthly volume for color Clicks per machine make and model
5. List of the top ten percent (10%) most Underutilized machines by monochrome Clicks – must include machine make and model and respective State Agency
 - a. Utilization is calculated by dividing the machine's number of monochrome Clicks per month by the recommended number of monochrome Clicks per month
6. List of the top ten percent (10%) most Overutilized machines by monochrome Clicks – must include machine make and model and respective State Agency
 - a. Utilization is calculated by dividing the machine's number of monochrome Clicks per month by the recommended number of monochrome Clicks per month
7. Number of machines operating each quarter for each State Agency
8. Dollar amount spent each quarter for each State Agency
9. Number of machines operating to date for each State Agency
10. Dollar amount spent to date for each State Agency
11. List of machine makes and models that have been replaced due to Right Sizing initiatives and the respective State Agencies
12. Total quantity and Click costs for all color and monochrome Clicks

- c. Custom Reports: The Contractor(s) shall provide mutually agreed upon custom/special reports, as requested periodically by the State, at no additional charge to the State. The State Contract Manager may request custom reports from time to time. The Contractor(s) shall indicate the flexibility of the reporting system and the ease of changing both format and components tracked.

Reports shall be provided in electronic, Microsoft Excel format. Reports must include the ability to sort/summarize by account, item number, category, and equipment category. The Contractor(s) agrees to provide all data requested in a flat file format as designated by the State Contract Manager.

A.7. Service Level Agreement

a. Service Calls

The Contractor(s) will commit to a Fleet average response time of four (4) hours, over the prior three-(3) month quarter. Response time shall be calculated from the time the customer calls the Contractor(s)'s dispatch department, until the time the technician arrives at the individual location. A telephone call, unless it results in solving the problem, shall not be deemed an acceptable service response. For the State's individual locations which have multiple machines and multiple active service calls, the Technician's arrival shall stop the response time calculation for all open service calls at that location.

b. Ordering Equipment and Delivery

1. Any equipment, supplies, and services to be furnished under this Contract shall be ordered by issuance of a Purchase Order document or Purchase Order number. The Purchase Order will indicate the machine plus options to be purchased or rented and shall include the details outlined in subsections i. through v., below. All Purchase Orders are subject to the terms and conditions of this Contract. In the event of conflict between a Purchase Order and this Contract, this Contract shall control.
 - a. Purchase Order: Each Purchase Order must reference this Contract by name and/or number and must be signed by an authorized signatory.
 - b. Each Purchase Order shall contain all of the pertinent transaction details, including:
 - i. Ship to address
 - ii. Bill to address
 - iii. Monthly payment amount
 - iv. Details about equipment being provided – model number and all accessories must be noted
 - v. Service to include toner and staples
2. Equipment Delivery: The Contractor(s) must deliver all equipment within thirty (30) days of Purchase Order issue. The Contractor(s) must be able to deliver and service equipment to all potential Authorized User locations within the State.
3. Equipment Rush Delivery: At an Authorized User's request, the Contractor(s) must deliver equipment within five (5) business days of Purchase Order issue. The expedited delivery cost will be at the Authorized User's expense at the rate charged to the Contractor. The Contractor will provide the Authorized User with the shipping and handling receipt from the delivery carrier as proof of cost for reimbursement to the Contractor.
4. During the period the machines are in transit or possession of the carrier up to and including the date of acceptance by the State, the Contractor(s) shall be responsible for all risk of loss or damage to the machine. The base machine and all components are to be securely boxed and/or packaged for shipment in order to provide maximum protection during shipment.

5. All equipment, with the exception of rush deliveries, shall be delivered F.O.B. Destination. Upon delivery and acceptance of rental equipment by the State, risk of loss shall accrue to the State arising only from gross negligence or willful acts of the State, or from theft or disappearance of the equipment.
 6. Finance leases are not allowed under this Contract and will not be required by the awarded Contractor(s).
- c. **Rejected Items or Late Delivery:** In the event the Contractor(s) fails to meet the requested delivery date, the Authorized User may cancel such order at that time, provided equipment has not been shipped from the Contractor(s)'s warehouse.
- d. **Supplies (Relevant for MFD Contractor only):**
1. The cost for supplies is included in the monthly rental charge and cost per Click ("CPC").
 2. State Agencies will contact the Contractor when supplies are needed except for the machines that have automatic toner refill software (Section A.2.a.3.k.) and paper.
 3. Contractor must provide two (2) toner cartridges at the time of installation; one for immediate use in the machine and one as a back-up. When the Authorized User loads the second cartridge into the machine, the Authorized User will order a new toner. Authorized Users will contact the Contractor via a phone/online ordering system to order more supplies. This will ensure that the Authorized User will always have one (1) toner of each type (black, magenta, cyan, and yellow, for example) in the machine and one of each on the shelf. During periods of planned high-volume usage, the Contractor shall accommodate the Authorized User by allowing additional toner stock (of an additional one (1) toner per type), if necessary. The State Contract Manager will have final decision authority if there is question as to the necessity of additional toner stock.
 4. The Authorized User will need to provide the contact person, address, and serial number to the Contractor representative who will in turn supply a confirmation number. All supplies must be delivered within two (2) business days of order/request, if placed before noon CT. All supplies ordered considered to be an emergency must be delivered within one (1) business day of order/request. Contractor shall provide original equipment manufacturer supplies.
 5. Any alleged abuse of supplies by Authorized Users shall be reported by the Contractor to the State Contract Manager. The Contractor should submit, in writing, the nature of the abuse, with detailed documentation and supply records. The State will make a final determination regarding each allegation of the alleged abuse of supplies.
 6. Supplies shall include all parts, drum, toner, fuser webs, fuser oil/developer and staples as applicable.
- e. **Maintenance**
1. Full service maintenance shall be inclusive of all preventative maintenance, on-site services calls, emergency calls, parts, labor and all other charges required to keep the equipment fully operational and maintained in good working condition and auto-replenishing of all supplies, except for paper, staples and binding tape, if applicable. Full service maintenance is included in the monthly charge.
 2. Maintenance shall be performed during normal working hours (8:00am to 4:30pm CT, Monday through Friday, excluding holidays) or at a mutually agreed upon time.
 3. Contractor(s) shall schedule maintenance based on the specific needs of the individual machine as determined by the manufacturer. Contractor(s) shall schedule preventative maintenance in advance with the office where the machine is located. The preventative maintenance calls shall include routine cleaning, lubrication, necessary adjustments and replacement of unserviceable parts.
 4. Assured availability of parts herein will be five (5) years from the date of installation.
 5. A loaner of similar make and model shall be provided by the Contractor(s), at no additional cost to the State, for equipment that cannot be repaired within sixteen (16)

working hours of the request for service. Contractor(s) shall supply and maintain service log.

6. Should the Authorized User be dissatisfied with a service technician dispatched to their location, the Contractor(s) will replace the service technician, or any assigned technician at the request of the State, provided it does not violate applicable laws or regulations after the Contractor(s) has been given an opportunity to remedy the issue the Authorized User had with the technician dispatched to their location.
 7. The Contractor(s) will, at the Authorized User's written request, replace non-performing equipment if the Authorized User and machine meets the following conditions:
 - a. The machine was purchased or rented under this Contract.
 - b. Before requesting a replacement unit, the Authorized User gives the Contractor(s) the opportunity to cure any service problems which the Authorized User may have with the equipment.
 8. Non-performing equipment is defined as any equipment that requires three (3) or more service calls within a thirty (30) day rolling time period. If the service calls are due to Overutilization or Underutilization, then the Contractor(s) will recommend a machine that better fits the usage.
 9. Contractor(s) must provide certified manufactured parts, supplies, service and support as allowed by the original manufacturer.
 10. The State authorizes the Contractor(s) to use networked features of the equipment including features to receive software updates, activate features/new licenses and/or transmit use and service data accumulated by the equipment over the State's network by means of an HTTPS protocol and to store, analyze, and use such data for purposes related to servicing the equipment and product improvement.
- f. Machine Uptime
1. The Contractor(s) must maintain a Fleet average uptime of 95% over the prior three (3) month quarter. Downtime is calculated from the time a service call is placed with the Contractor(s) until the time the technician completes the repair.
 2. Uptime requirements will not include preventative maintenance service calls, calls which could have been prevented by key operator functions outlined in unit's operation manual, calls created by Authorized User mishandling, units which are running outside the manufacturer's optimum performance volume, or units which need to be over-hauled as a result of reaching useful life.
- g. Failure to meet Fleet-Wide Response and Uptime Commitments
1. Failure to meet the Contractor(s)' Fleet-wide response (Section A.7.a.) and/or uptime commitments (Section A.7.f) will result in a credit on the fixed monthly charge and Click charges for every machine during the relevant quarter. The credit, which shall be applied against future service billings, shall be equal to one percent (1%) of the fixed monthly charge and Click charges for each month in the relevant quarter. The maximum credit with respect to any particular machine's fixed maintenance and Click charges in any particular month shall be one percent (1%), even if both uptime and response time maximums were exceeded for such machine in such month.

A.8. E-Procurement Supplemental Category Management Functionality – Overview & Commitment

The Contractor(s) may participate in the TN SmartShop initiative. TN SmartShop is an e-marketplace of active statewide contracts where local governments and municipalities can leverage the buying power of the state government to purchase goods and services.

A.9. Security

- a. Connectivity

1. Machines utilized by the State must meet the following criteria:
 - a. Connect to the State's network through an industry-standard Ethernet connection/network adapter that the Contractor(s) must provide and install at no additional cost to the State. The connection of the machine to the State's network or the assignment of an address on the State's network for said machine will be conducted by State personnel. The Contractor(s)'s installation method must be approved by the State. Maintenance of the network adapter must be provided, as part of the Contractor(s)'s regular maintenance.
 - b. Provide the capability to, on demand, overwrite demand, and secure, on a hard disk drive, eMMC, or Solid State Drive, print sent to the machine until the print is ready to be released by an Authorized User; it must also provide automated job logging and auditing capabilities/log files, under password control, that are available to administrators.
 - c. Provide capability, on demand, to overwrite or wipe any data stored on the machine; it must also provide automated job logging and auditing capabilities/log files, under password control, that are available to administrators.
 - d. Provide and support the establishment of local Authorized User accounts and authentication of Authorized Users for whom local accounts have been established. This authentication is not required to be done via LDAPS.
 - e. Provide the ability for any firmware, software, and middleware controlling the machine's network capability and operations to be upgraded at the machine, for the purpose of maintaining and/or enhancing security on the State's network. The Contractor(s) must, when required by the State, upgrade and/or enhance, within fifteen (15) business days of notification by the State and at no additional costs to the State, the firmware, software, and/or the middleware of the machine to versions specified by the State as necessary to maintain and/or enhance security on the State's network.
 - f. Provide and support the ability to continuously overwrite data written to the hard drive while the drive is in use. Overwrite capabilities must support (at a minimum) single pass overwriting – per NIST Publication 800-88 standards, Appendix A; page 19 (Refer RFP Attachment 6.8)
 - g. Require LDAPS authentication of an Authorized User before permitting the Authorized User to scan to e-mail. During the e-mail transmission from scan, the MFD or Scanner must identify the authenticated Authorized User's e-mail address, not the address of the MFD or Scanner as the source/sender of the e-mail.
 - h. The Contractor(s) must, within fifteen (15) days of becoming aware of vulnerabilities, notify the State of said machine vulnerabilities to security threats that will potentially and materially impact the security of the State's network. The Contractor(s) must provide details of the Contractor(s)'s plan to mitigate all vulnerabilities, and, at the request of the State, implement these plans to all affected machines, all at no additional cost to the State.

b. Hard Disk Removal

If an Authorized User notifies the Contractor(s) prior to removal of the machine that it opts to have the Contractor(s) destroy the data contained in the hard disk drive, the Contractor(s) will do so and issue a "Certificate of Destruction" via email for each serial number requested by the Authorized User. Acceptable destruction methods include disintegration, shredding, pulverizing and incineration. The cost for this service will be pre-determined and may be pursuant to an Authorized User's local purchasing authority.

A.10. Equipment Substitution

The State may allow the Contractor(s) to offer a substitute, provided that the awarded item is no longer being manufactured or is replaced by a functionally equivalent item with superior

technological features to the item being replaced. Any substitution offer must be submitted in writing to the State Contract Manager for evaluation and approval.

The following conditions must be met for any substituted item offer:

1. The functional, technical, and performance characteristics of the substitute item(s) is equal to or exceed the specifications listed in Section A.2.
2. The price of the substitute item(s) does not exceed the cost of the item being replaced by more than ten percent (10%).
3. The substitute item has been formally announced by the manufacturer as being commercially available as of the date the substitution request is made.
4. The Contractor(s)'s offer contains sufficient detailed information to substantiate that the criteria above are met.

A.11. Damages

If State property is damaged, stolen or lost as a result of the Contractor(s)'s or Contractor(s)'s employees' acts or omissions and that property has to be repaired or replaced by the State, the expense for such work or replacement will be deducted from the monies due the Contractor(s). In addition to the foregoing, the State reserves the right to pursue claims for damages through any and all legal remedies available to the State.

Alternatively, if the Contractor(s)'s property is damaged, stolen or lost as a result of the State's or State's employees' negligence and that property has to be repaired or replaced by the State, the expense for such work or replacement will be billed by the Contractor(s) to the State. Pricing must be provided for such occasion. Pricing must be provided for such occasion after each incidence and agreed to by both the State and the Contractor(s).

In the event the State destroys equipment being rented by the State, the amount of damages claimed by the Contractor(s) for all claims caused by the other Party shall be equal to the value of the relevant equipment at the time of the occurrence based on a depreciation schedule with the anticipated life of the equipment being three (3) years and computed as a straight-line expense.

A.12. Warranty

Contractor(s) 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(s), its suppliers, or manufacturers to customers of its goods or services. Equipment purchased under this Contract shall have a required minimum 60 month warranty. 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(s) receives notice of a Defect during the Warranty Period, then Contractor(s) shall correct the Defect, at no additional charge.

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

Contractor(s) 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)'s industry.

If Contractor(s) fails to provide the goods or services as warranted, then Contractor(s) will re-provide the goods or services at no additional charge. If Contractor(s) 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(s) 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.13. Inspection and Acceptance

The State shall have the right to inspect all goods or services provided by Contractor(s) under this Contract. If, upon inspection, the State determines that the goods or services are defective, the State shall notify Contractor(s), and Contractor(s) shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) 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 April 15, 2019 ("Effective Date") and ending on April 14, 2022, ("Term"). The State shall have no obligation for goods delivered or services provided by the Contractor(s) prior to the Effective Date.

B.2. Renewal Options. This Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to seven (7) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of one hundred twenty (120) months. New rentals and purchases are not allowed under this contract after April 14, 2024. The April 14, 2029 extension serves as a vehicle for payments for Authorized Users wanting to complete their optional 60 month rental agreement.

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 one hundred twenty (120) months.

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 seventeen million, twenty-eight thousand, six hundred forty-three dollars (\$17,028,643) ("Estimated Liability"). This Contract does not grant the Contractor(s) 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(s) will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor(s) 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(s) 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(s).

C.3. Payment Methodology. The Contractor(s) shall be compensated based on the payment rates for goods or services contained in Contract Attachment C and as authorized by the State in a total amount as set forth in Section C.1. The Contractor(s)'s compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.

The rental of required options identified in Section A.2. shall end coterminous with equipment originally rented. Rental options added after equipment installation will be priced at the originally contracted price, amortized over the remaining term of the rental.

C.4. Travel Compensation. The Contractor(s) shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.

C.5. Invoice Requirements. The Contractor(s) 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(s) 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;
- (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. Invoice Reductions. The Contractor(s)'s invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits

conducted in accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.

C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor(s) under this or any contract between the Contractor(s) and the State of Tennessee, any amounts that are or shall become due and payable to the State of Tennessee by the Contractor(s).

C.9. Prerequisite Documentation. The Contractor(s) shall not invoice the State under this Contract until the State has received the following, properly completed documentation. At the State's option, it may make payments to Contractor(s) by automated clearing house ("ACH") or the State Purchasing Card ("P-Card").

a. The Contractor(s) shall complete, sign, and present to the State:

(1) An "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor(s) acknowledges and agrees that, once this form is received by the State, payments to the Contractor(s), under this or any other contract the Contractor(s) has with the State of Tennessee, may be made by ACH; and

(2) An "Authorization to Receive Payments by Purchasing Card Form" provided by the State. By doing so, the Contractor(s) agrees that payments to the Contractor(s) under this Contract may be made using the State P-Card and Contractor(s) will provide level III data reporting information.

b. The Contractor(s) 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.10. State of Tennessee Administrative Fee. A one (1%) administrative fee will be included in the cost of all goods and/or services purchased under this Contract. This one percent (1%) administrative fee will be rebated back to the State of Tennessee based on quarterly contract usage reports documenting State, local government and non-profit entity purchases. The fee is due to the State no later than forty-five (45) days after the end of the specified reporting period.

Calendar Quarter 1 (Jan 1-Mar 31)
Calendar Quarter 2 (Apr 1-June 30)
Calendar Quarter 3 (July 1-Sep 30)
Calendar Quarter 4 (Oct 1-Dec 31)

Contractor(s) shall submit payments to:

Ron Plumb, Director of Financial Management
Department of General Services
22nd Floor, William R Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243

Contract usage reports shall be submitted to:

Eve Whittenburg
Department of General Services
3rd Floor, William R. Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102
Email: CPO.SWC@tn.gov

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:

Eve Whittenburg, Category Specialist
Department of General Services
Central Procurement Office
3rd Floor, WRS Tennessee Tower
312 Rosa L. Parks Ave.,
Nashville, Tennessee 37243
Eve.Whittenburg@tn.gov
Telephone # 615-253-3000
FAX # 615-741-0684

The Contractor:

J. Mark Choate, Strategic Account Manager
Canon Solutions America, Inc.
402 BNA Drive, Suite 360
Nashville, TN 37217
jchoate@csa.canon.com
Telephone # 615-238-6254
FAX # 615-360-5088

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. 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(s). 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(s) shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor(s) 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(s) 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 of Rental Charges

The State shall not be required to pay any termination charges for early termination of a State Agency rental. For example, in the event that a State Agency no longer requires the use of a machine, the State Agency may, with a thirty (30) day written notification, return the machine without penalty. The Contractor(s) shall be required to pick-up the machine at no additional cost to the State.

If the State Agency misjudges the need for a machine, it will not be allowed to return such machine and cancel its rental without prior approval of the State. The State Agency should first determine if another section of its own Agency has a need for the machine. If a new location is determined, the Contractor(s) shall move the machine to the new location and set it up. The moving date shall be mutually agreed upon by the State Agency and the Contractor(s). Payment for this service will be rendered by the State Agency pursuant to its local purchasing authority.

- D.6. Termination for Convenience.** The State may terminate this Contract for convenience without cause for any reason. The State's election to terminate this Contract for convenience shall be effective upon the date specified and shall not be deemed a breach of contract by the State. The Contractor(s) 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(s) for compensation for any good or service that has not been provided, nor shall the Contractor(s) be relieved of any liability to the State for any damages or claims arising under this Contract.
- D.7. Termination for Cause.** If the Contractor fails to properly perform its obligations under this Contract, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the State shall provide written notice to Contractor specifying the Breach Condition. If within thirty (30) days of notice, the Contractor has not cured the Breach Condition, the State may 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 of this Contract by the Contractor and the State may seek other remedies allowed at law or in equity for breach of this Contract.
- D.8. Assignment and Subcontracting.** The Contractor(s) 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(s) 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.9. Conflicts of Interest.** The Contractor(s) warrants that no part of the Contractor(s)'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(s) in connection with any work contemplated or performed under this Contract.

The Contractor(s) acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor(s) is, or within the past six (6) months has been, an employee of the State of Tennessee or if the Contractor(s) 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.10. Nondiscrimination.** The Contractor(s) 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(s) 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(s) shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.11. Equal Opportunity. The Contractor(s) agrees as follows:

- a. The Contractor(s) 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(s) 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(s) 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(s) will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor(s), 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.
- d. In addition, to the extent applicable the Contractor(s) agrees to comply with 41 C.F. R. § 60-1.4, as that section is amended from time to time during the term.

D.12. 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(s) agrees that the Contractor(s) 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(s) shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment A semi-annually during the Term. If the Contractor(s) is a party to more than one contract with the State, the Contractor(s) may submit one attestation that applies to all contracts with the State. All Contractor(s) attestations shall be maintained by the Contractor(s) 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(s) 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(s) and made available to State officials upon request.
- c. The Contractor(s) shall maintain records for all personnel used in the performance of this Contract. Contractor(s)'s records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.

- d. The Contractor(s) 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.13. Records.** The Contractor(s) shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor(s), 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.14. Monitoring.** The Contractor(s)'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.15. Progress Reports.** The Contractor(s) shall submit brief, periodic, progress reports to the State as requested.
- D.16. 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.17. 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.18. Patient Protection and Affordable Care Act.** The Contractor(s) 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(s) shall indemnify the State and hold it harmless for any costs to the State arising from Contractor(s)'s failure to fulfill its PPACA responsibilities for itself or its employees.
- D.19. 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(s) 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 Estimated Liability. This limitation of liability is cumulative and not per incident.
- D.20. Limitation of Contractor's Liability.** In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims 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.21. Hold Harmless. The Contractor(s) 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(s), its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor(s) 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(s) of its obligations under this Section to the extent that the Contractor(s) can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor(s), 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.22. HIPAA Compliance. The State and Contractor(s) 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(s) 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(s) 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(s) 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(s) 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(s) will indemnify the State and hold it harmless for any violation by the Contractor(s) 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.23. 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(s) agrees that if it is later determined that the true nature of the working relationship between the Contractor(s) and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor(s), if a retired

member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor(s) received from TCRS during the Term.

- D.24. Tennessee Department of Revenue Registration.** The Contractor(s) 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.25. Debarment and Suspension.** The Contractor(s) 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(s) 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.26. 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)'s representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor(s) 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)'s performance longer than forty-eight (48) hours, the State may, upon notice to Contractor(s): (a) cease payment of the fees until Contractor(s) 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(s) 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.27. State and Federal Compliance. The Contractor(s) shall comply with all applicable state and federal laws and regulations in the performance of this Contract.
- D.28. 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(s) 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.29. 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.30. 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.31. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.32. 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)'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 A through D.
 - c. Any clarifications of or addenda to the Contractor(s)'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)'s response seeking this Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101 et.seq., addressing contracting with persons as defined at T.C.A. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Contract. The Contractor(s) 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.34. Insurance. Contractor(s) shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract with the approval of Contractor which shall not be unreasonably withheld. Contractor(s)'s failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Contractor(s) loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Contractor(s) shall immediately notify the State. All insurance companies providing coverage must be: (a) reasonably acceptable to the State; (b) authorized by the Tennessee Department of Commerce and Insurance ("TDCI"); and (c) rated A- / VII or better by A.M. Best. All coverage, except workers compensation (employer liability) and professional liability (errors and omission), must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Subject to prior approval by the State, the Contractor may provide an umbrella insurance policy for General Employer and Automobile Liability with a policy limit of \$5,000,000 in coverage. Contractor(s) agrees to name the State as an additional insured on any insurance policy with the exception of workers' compensation (employer liability) and professional

liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the State. Any deductible or self-insured retention ("SIR") over fifty thousand dollars (\$50,000) must be approved by the State. The deductible or SIR and any premiums are the Contractor(s)'s sole responsibility. The Contractor(s) agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor(s) has assumed under this Contract including any indemnification or hold harmless requirements.

To achieve the required coverage amounts, a combination of an otherwise deficient specific policy and an umbrella policy with an aggregate meeting or exceeding the required coverage amounts is acceptable. For example: If the required policy limit under this Contract is for two million dollars (\$2,000,000) in coverage, acceptable coverage would include a specific policy covering one million dollars (\$1,000,000) combined with an umbrella policy for an additional one million dollars (\$1,000,000). If the deficient underlying policy is for a coverage area without aggregate limits (generally Automobile Liability and Employers' Liability Accident), Contractor(s) 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. In the event that an umbrella policy is being provided to achieve any required coverage amounts, the umbrella policy shall be accompanied by an endorsement at least as broad as the Insurance Services Office, Inc. (also known as "ISO") "Noncontributory—Other Insurance Condition" endorsement or shall be written on a policy form that addresses both the primary and noncontributory basis of the umbrella policy if the State is otherwise named as an additional insured.

Contractor(s) shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified in this Section. The COI must be on a form approved by the TDCI (standard ACORD form preferred). The COI must list each insurer's National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list the State of Tennessee – CPO Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 as the certificate holder. Contractor(s) shall provide the COI ten (10) business days prior to the Effective Date and again thirty (30) calendar days before renewal or replacement of coverage. Contractor(s) shall provide the State evidence that all subcontractors maintain the required insurance or that subcontractors are included under the Contractor(s)'s policy. At any time, the State may require Contractor(s) to provide a valid COI. The parties agree that failure to provide evidence of insurance coverage as required is a material breach of this Contract. If Contractor(s) self-insures, then a COI will not be required to prove coverage.

The State agrees that it shall give written notice to the Contractor(s) 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(s) of its obligations under this Section to the extent that the Contractor(s) can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor(s) 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.

The insurance obligations under this Contract shall be: (1)—all the insurance coverage and policy limits carried by the Contractor(s); or (2)—the minimum insurance coverage requirements and policy limits shown in this Contract; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and minimum required policy limits, which are applicable to a given loss, shall be available to the State. No representation is made that the minimum insurance requirements of the Contract are sufficient to cover the obligations of the Contractor(s) arising under this Contract. The Contractor(s) shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.

a. Commercial General Liability ("CGL") Insurance

- 1) The Contractor(s) shall maintain CGL insurance, which shall be written on an ISO Form CG 00 01 occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises and operations, products and completed operations, bodily injury, personal and

advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Contractor(s) shall maintain single limits not less than two million dollars (\$2,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this policy or location of occurrence or the general aggregate limit shall be twice the required occurrence limit.

b. Workers' Compensation and Employer Liability Insurance

- 1) For Contractor(s) statutorily required to carry workers' compensation and employer liability insurance, the Contractor(s) shall maintain:
 - i. Workers' compensation in an amount not less than one million dollars (\$1,000,000) including employer liability of one million dollars (\$1,000,000) per accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit by disease, and one million dollars (\$1,000,000) per employee for bodily injury by disease.
- 2) If the Contractor(s) certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor(s) shall furnish written proof of such exemption for one or more of the following reasons:
 - i. The Contractor(s) employs fewer than five (5) employees;
 - ii. The Contractor(s) is a sole proprietor;
 - iii. The Contractor(s) is in the construction business or trades with no employees;
 - iv. The Contractor(s) is in the coal mining industry with no employees;
 - v. The Contractor(s) is a state or local government; or
 - vi. The Contractor(s) 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(s) shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, rented, hired, and non-owned automobiles).
- 2) The Contractor(s) 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.35. Major Procurement Contract Sales and Use Tax. Pursuant to Tenn. Code Ann. § 4-39-102 and to the extent applicable, the Contractor(s) and the Contractor(s)'s subcontractors shall remit sales and use taxes on the sales of goods or services that are made by the Contractor(s) or the Contractor(s)'s subcontractors and that are subject to tax.

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(s) by the State or acquired by the Contractor(s) 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(s) to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor(s) 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(s) 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. State Ownership of Goods. The State shall have ownership, right, title, and interest in all goods provided by Contractor(s) under this Contract including full rights to use the goods and transfer title in the goods to any third parties.
- E.4. Intellectual Property Indemnity. The Contractor(s) 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(s) shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Contractor(s) 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(s) notice of any such claim or suit, however, the failure of the State to give such notice shall only relieve Contractor(s) of its obligations under this Section to the extent Contractor(s) can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Contractor(s), 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. Software License Warranty. Contractor(s) 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.6. Software Support and Maintenance Warranty. Contractor(s) 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.7. Extraneous Terms and Conditions. Contractor(s) 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(s) 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(s).
- E.8. State Furnished Property. The Contractor(s) shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible personal property furnished by the State for the Contractor(s)'s use under this Contract. Upon termination of this Contract, all property furnished by the State shall be returned to the State in the same condition as when received, less reasonable wear and tear. Should the property be destroyed, lost, or stolen, the Contractor(s) shall be responsible to the State for the fair market value of the property at the time of loss.
- E.9. Lobbying. The Contractor(s) certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor(s), to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a

member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any contract, grant, loan, or cooperative agreement, the Contractor(s) shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- c. The Contractor(s) shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- E.10. Contractor Commitment to Diversity. The Contractor(s) shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor(s)'s Response to RFP #32110-18110 and Attachment B to this Contract.

The Contractor(s) shall assist the State in monitoring the Contractor(s)'s performance of this commitment 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.11. Additional lines, items, or options. At its sole discretion, the State may make written requests to the Contractor(s) 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(s) receives a written request to add lines, items, or options, the Contractor(s) shall have ten (10) business days to respond with a written proposal. The Contractor(s)'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)'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(s) perform or deliver the new lines, items, or options.

E.12. 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(s) shall provide all goods or services and deliverables as required by this Contract to all Tennessee State Agencies. The Contractor(s) shall make this Contract available to the following entities, who are authorized to and who may purchase off of this Statewide Contract ("Authorized Users"):

- f. 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);
- g. Tennessee local governmental agencies;
- h. members of the University of Tennessee or Tennessee Board of Regents systems;
- i. any private nonprofit institution of higher education chartered in Tennessee; and,
- j. 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(s) according to their own procurement policies and procedures. The State is not responsible or liable for the transactions between the Contractor(s) and Authorized Users.

E.13. 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(s) 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(s) 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.14. Prison Rape Elimination Act (PREA). The Contractor(s) 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.

IN WITNESS WHEREOF,

CANON SOLUTIONS AMERICA, INC.:



CONTRACTOR SIGNATURE

4-4-19
DATE

Peter Kowalczyk

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)



DEPARTMENT OF GENERAL SERVICES, CENTRAL PROCUREMENT OFFICE:

MICHAEL F. PERRY, CHIEF PROCUREMENT OFFICER

DATE

91-2-4

[Handwritten signature]
MICHAEL F. PERRY

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	
EDISON VENDOR IDENTIFICATION NUMBER:	

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.

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION

Contractor Commitment to Diversity

(Company Letterhead/Logo)

4/15/2019

Eve Whittenburg
State of Tennessee
Department of General Services, Central Procurement Office
312 Rosa L. Parks Ave.
Nashville, TN 37243

Ms. Whittenburg,

Canon Solutions America, Inc. is committed to achieving or surpassing a goal of **thirteen percent (13%)** participation with; **Copier Moving Specialist (CMS)** a certified diversity business enterprise with the State of Tennessee under Contract #62117. Diversity businesses are defined as those that are:

1. Owned and controlled by a person or persons with disabilities, of ethnic minority, or female gender, or service-disabled veterans, or are which are small businesses as defined by the State of Tennessee's Governor's Office of Diversity Business Enterprise (Go-DBE); and
2. Certified as a diversity business enterprise by the State of Tennessee Governor's Office of Diversity Business Enterprise.

We accept that our commitment to diversity participation 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 business owned by minority, women, service-disabled veterans and Tennessee small businesses.
2. Reporting monthly to the Go-DBE office the dollars paid directly to a business enterprise owned by a minority, woman, persons with disabilities, service-disabled veteran owned and small businesses accomplished under Contract # Edison No.

Canon Solutions America, Inc. is committed to working with the Governor's Office of Diversity Business Enterprise to report and assist the State Agency to accomplish these goals.

Regards,

(Company authority – signature and title)

ATTACHMENT C

Section C.3. Payment Methodology

Refer to excel titled – "Attachment C Payment Methodology"

Section A.2. Workflow Description

The example scenario below describes a workflow that the State wishes to improve through workflow software solutions.

Desired software solution should be an integrated management platform designed to provide more control over multifunction devices (MFDs) and Scanners. The software solution must reside on a standalone server that communicates via Internet Protocol (IP) to clients or the MFDs or Scanners. The server should be able to use an API or service that securely transmits the desired scanned information into a database.

The software solution should allow users to scan documents using MFDs and Scanners and route them to appropriate folders to be accessed within the department's proprietary application. These folders will reside in a database platform that allows the use of metadata to organize and integrate these documents for easier access and manageability. Currently, users are required to scan the document to their email, open the email, download the file, login to the application, navigate to the appropriate page within the application, upload the document, delete the downloaded document, and delete the scan email. Using the software solution, this could be simplified into creating a coversheet with the proper metadata, logging into the MFD and Scanner using a badge, and then scanning the coversheet and documents. The software solution should intelligently route the file to the proper folder using the metadata on the coversheet (See Figure 1). These automated workflows create more streamlined process by reducing the manual steps required to produce the same results.

Additionally, this software should allow a "single pane of glass" management portal to monitor device usage and provide detailed reports which can be used for auditing purposes to track costs or usage. Currently, users are required to login to each individual MFD or scanner to gather the same data.

The integration of this software solution with the department's document storage project, which uses a SaaS platform, allows for the secure viewing of these documents without the need to download them to the device.

In addition, this will be an on premise solution using the State of Tennessee's Data Center to house the server that communicates to the MFDs and Scanners in the department's various locations. All communication will be secured via a standard encrypted communication protocol and the files should reside on the SaaS platform.

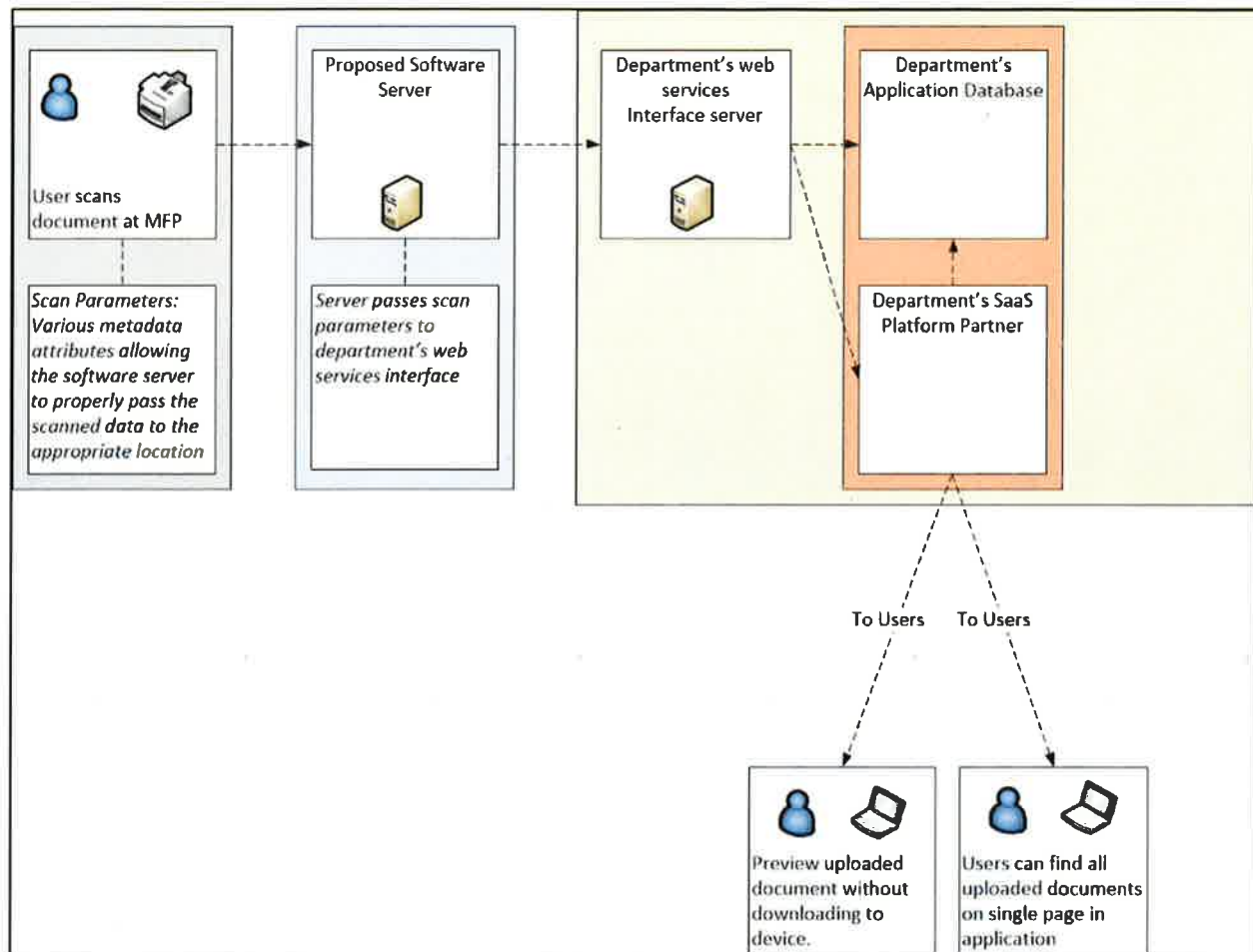


Figure 1 - Proposed data flow for the most common use case.



CANON SOLUTIONS AMERICA

Canon Solutions America, Inc.

One Canon Park
Melville, NY 11747

Phone: 1-844-443-4636

www.csa.canon.com

April 3, 2019

Eve Whittenburg
State of Tennessee
Department of General Services, Central Procurement Office
312 Rosa L. Parks Ave.
Nashville, TN 37243

Ms. Whittenburg,

Canon Solutions America, Inc. is committed to achieving or surpassing a goal of thirteen percent (13%) participation with Copier Moving Specialist (CMS), a certified diversity business enterprise with the State of Tennessee, under Contract #62117. Diversity businesses are defined as those that are:

1. Owned and controlled by a person or persons with disabilities, of ethnic minority, or female gender, or service-disabled veterans, or are which are small businesses as defined by the State of Tennessee's Governor's Office of Diversity Business Enterprise (Go-DBE); and
2. Certified as a diversity business enterprise by the State of Tennessee Governor's Office of Diversity Business Enterprise.

We accept that our commitment to diversity participation 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 business owned by minority, women, service-disabled veterans and Tennessee small businesses.
2. Reporting monthly to the Go-DBE office the dollars paid directly to a business enterprise owned by a minority, woman, persons with disabilities, service-disabled veteran owned and small businesses accomplished under Contract #62117.

Canon Solutions America, Inc. is committed to working with the Governor's Office of Diversity Business Enterprise to report and assist the State Agency to accomplish these goals.

Regards,

Peter P. Kowalczyk

President

Canon Solutions America, Inc.



A Canon U.S.A. Company

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	62117
CONTRACTOR LEGAL ENTITY NAME:	Canon Solutions America, Inc.
EDISON VENDOR IDENTIFICATION NUMBER:	160525

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.

Peter P. Kowalczyk, President

PRINTED NAME AND TITLE OF SIGNATORY

4-4-19

DATE OF ATTESTATION

