



TIRES, TUBES AND SERVICES

Led by the State of Iowa (hereafter "Lead State")

Master Agreement #: 19103

Contractor: CONTINENTAL TIRE THE AMERICAS, LLC (hereafter "Contractor")

Participating Entity: STATE OF TENNESSEE (hereafter "Participating State/Entity")

The following products or services are included in this Participating Addendum portfolio:

- All Continental Tire products listed on the Contractor page of the NASPO ValuePoint website.

The following products or services are not included in this Participating Addendum:

- Tubes
- Services

Master Agreement Terms and Conditions:

1. **Scope:** This Participating Addendum covers the *Tires* led by the State of Iowa, for use by state agencies and other entities located in the Participating State authorized by that State's statutes to utilize State Participating Addendums with the prior approval of the State's Chief Procurement Officer.
2. **Participation:** This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher education, political subdivisions and other entities authorized to use statewide Participating Addendums in the State of Tennessee. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

Participating Entity Modifications or Additions To The Master Agreement

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

Participating Entity must check one of the boxes below.

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

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

This Participating Addendum with State of Tennessee specific terms and conditions are attached below as Attachment A and if conflict, take precedence over the NASPO Value Point Master Agreement #19103. terms and conditions.

3. **Lease Agreements: "Reserved"**



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4. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Contact:	Peter Wesselman
Address:	1830 MacMillan Park Drive
Telephone:	803-280-7842
Fax:	704-587-6560
Email:	Peter.wesselman@conti-na.com

Participating Entity

Name:	Michael Neely
Address:	312 Rosa L Parks Avenue, 3 rd Floor, Nashville, TN 37243
Telephone:	615-741-5971
Fax:	615-741-0684
Email:	Michael.T.Neely@tn.gov

5. **Subcontractors:** All contactors, dealers, and resellers authorized in the State of *Tennessee*, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement. For the avoidance of doubt, Independent Dealers (as defined in Attachment A) are not considered contractor's subcontractors under this Participating Addendum or the Master Agreement.
6. **Orders:** Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another Participating Addendum or Master Agreement applies to such order.
7. **Delivery:** *Delivery pricing and terms must be established in this Participating Addendum as Attachment A.*
8. **Term:** This Participating Addendum is effective upon final signature and expires upon the expiration of NASPO ValuePoint Master Agreement #19101 with Vendor or by any party upon 30 days' written notice to the other parties to this Participating Addendum.
9. **Required Approvals:** Tennessee and Vendor are not bound by this Participating Addendum until it is signed by the parties and approved by appropriate officials in accordance with applicable

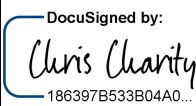
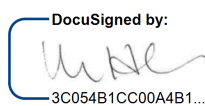


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Tennessee laws and regulations. Depending upon the specifics of this Participating Addendum, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury. Provided the aforementioned conditions are met in this Paragraph, the Participating Addendum only becomes operative once the required Participating Addendum signatures have been obtained.

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

Participating Entity: State of Tennessee, Department of General Services, Central Procurement Department	Contractor: Continental Tire the Americas LLC
Signature:	Signature:  
Name: Michael F. Perry	Name: Chris Charity William H. Caldwell
Title: Chief Procurement Officer	Title: VP of Sales SVP Sales & Marketing
Date:	Date: 4/5/2022 4/5/2022

[Additional signatures may be added if required by the Participating Entity]



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For questions on executing a Participating Addendum, please contact:
NASPO ValuePoint

Cooperative Development Coordinator:	
Telephone:	
Email:	

[Please email fully executed PDF copy of this document to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.]

Attachment A
Additional State of Tennessee Terms and Conditions

- 1. Scope.** The Contractor shall provide all goods or services and deliverables as required, described, and detailed in the Scope or Specifications set forth in the Master Agreement 19103 and meet all service and delivery timelines. As stated in the Master Agreement, Contractor is providing products and services to the Lead State and any Participating States through both stores which are owned by Contractor or its affiliates ("Related Dealers") as well as independent dealers who are not owned by Contractor ("Independent Dealers"). The Independent Dealers operate independently from Contractor and the Related Dealers and, as such, the Independent Dealers are not subcontractors, representatives, agents or employees of Contractor as those terms are used in the Master Agreement or this Participating Addendum. Under the terms of the Master Agreement Contractor is not liable for the services performed for the Lead State or any Participating State by such Independent Dealers, including under Section 33 (Indemnification) of the Master Agreement, and did not make representations or warranties on behalf of such Independent Dealers. Participating State is entering into/has entered into dealer agreements with each Independent Dealer ("Dealer Agreements") to establish contractual privity to pursue claims directly against such Independent Dealers and to have Independent Dealers make representations

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regarding terms including but not limited to insurance and debarment directly to the Participating State.

- 2. Warranty.** The goods provided hereunder receive the full benefit of the Contractor's standard warranty for such goods. Such warranty was included as part of the NASPO ValuePoint Master Agreement.

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

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

- 3. Warranty for Resale of Goods.** For all goods provided under this Participating Addendum, Contractor shall pass-through to the State any manufacturers' warranties. In addition, for a period of one (1) year after any receipt of any goods under this Participating Addendum, Contractor expressly warrants that all such goods are: (a) merchantable; (b) of good quality and workmanship; (c) free from defects; (d) in conformity with the intended purpose and for the particular purpose for which they were designed; and (e) in conformity with Contractor's samples, if any.
- 4. Inspection and Acceptance.** The State shall have the right to inspect all goods or services provided by Contractor under this Participating Addendum. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. 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.
- 5. Estimated Liability.** The total purchases of any goods or services under the Participating Addendum are not known. The State estimates the purchases during the Term shall be thirteen million seven hundred fifty thousand dollars (\$13,750,000.00) ("Estimated Liability"). This Participating Addendum does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Participating Addendum. Subject to the terms and conditions of this Participating Addendum, the Contractor will only be paid for goods or services provided under this Participating Addendum after a purchase order is issued to Contractor by the State or as

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otherwise specified by this Participating Addendum.

6. Invoice Requirements. The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in this Participating Addendum. Contractor shall submit invoices and necessary supporting documentation to the State Agency that requested goods or services no later than thirty (30) days after goods or services have been provided.

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. Participating Addendum number (assigned by the State);
4. Purchase order number (assigned by the State);
5. Customer account name: The State of Tennessee;
6. Customer account number (assigned by the Contractor to the above-referenced Customer);
7. Contractor name;
8. Contractor Tennessee Edison supplier ID number;
9. Contractor contact for invoice questions (name, phone, or email);
10. Contractor remittance address;
11. Description of delivered goods or services provided and invoiced, including identifying information as applicable;
12. Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
13. Applicable payment methodology of each good or service invoiced;
14. Amount due for each compensable unit of good or service; and
15. 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 this Participating Addendum and in accordance with payment terms and conditions set forth in this Participating Addendum;
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 a line item for 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 Participating Addendum.

The timeframe for payment (or any discounts) begins only when the State is in receipt of an

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undisputed invoice that meets the minimum requirements of this Section.

7. **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.
8. **Invoice Reductions.** The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State in its reasonable discretion, on the basis of audits conducted in accordance with this Participating Addendum, to not constitute proper compensation for goods delivered or services provided.
9. **Deductions.** The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee, any amounts that are or shall become due and payable to the State of Tennessee by the Contractor under this Participating Addendum and associated Master Agreement #19103.
10. **Prerequisite Documentation.** The Contractor shall not invoice the State under this Participating Addendum until the State has received the following, properly completed documentation.
 - a) The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and
 - b) The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.
11. **Substitute Items Offered by the Contractor.** In the event that an awarded item is no longer being manufactured or is replaced by a functionally equivalent item with superior technological features to the item being replaced, Contractor may offer a substitute item ("Substitute"). The Substitute shall: (a) meet or exceed the functional, technical, and performance characteristics of the item being replaced; (b) not exceed the cost of the item being replaced by more than ten percent (10%); and (c) be available for order on the date Contractor requests to make the substitution. Contractor shall not make any substitutions for awarded items without the State's prior, written approval.

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Contractor shall submit any proposed substitutions to the Central Procurement Office and include sufficient information to show that criteria (a) -- (c) above are met. The Central Procurement Office may request sample Substitutes for inspection or testing.

12. **Minimum Order (Exemption).** Individual orders for less than four (4) tires may be exempt from purchase from this contract. In case of an emergency the four (4) tire minimum will be exempt. User agencies will purchase by applicable purchasing procedures.

13. **Purchase Order Release.** Agency submission of a purchase order to Contractor authorizes Contractor to deliver goods or provide services.

14. **Delivery Time (Days). – All Agencies except TDOT.**

Contractor shall provide all goods or services as required and described in this Participating Addendum and shall meet all service and delivery timelines specified in this Participating Addendum. All tires must be delivered within approximately 10 days after receipt of a purchase order (ARO). Special orders, OTR, Implement, loader, grader tires not normally stocked by dealers shall be delivered within 30 days.

15. **Delivery Time (Days). – TDOT Specific.**

The contractor shall be required to maintain or to have available for its own use personnel, equipment, and products sufficient to perform as specified below: All tires shall be delivered in 2-4 days after receipt of a purchase order or purchase notification for quantities of 12 tires or less. Tires ordered in bulk (more than 12, or to replenish tire inventory stocked by the agency) shall be delivered within 10 days after receipt of a purchase order. Special orders, OTR, implement, loader, grader tires, or tires not normally stocked by dealers shall be delivered within 30 days.

Listed below are the TDOT Regional and District Garages (which are subject to change throughout the Participating Addendum period. Please check with the CPO for any possible updates):

- Dept of Transportation - Region 1 Districts 11-16
7345 Region lane
Knoxville, TN 37914
- 865-594-2697 Dept of Transportation - Region II Districts 21-25
4005 Cromwell Road

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Chattanooga, TN 37421
423-510-1231

- Dept of Transportation - Region III Districts 31-36
6601 Centennial Blvd.
Nashville, TN 37243-0360
615-350-4423

- Dept of Transportation - Region IV Districts 41-45
300 Benchmark Place
Jackson, TN 38302-0429
731-935-0265

The following are TDOT's District Garages and the Contact Personnel:

Region I

11. Johnson City
423-282-0651
Box 3518 CRS
Johnson City, TN 37602-3518

12. Morristown
423-587-7026
1825 State Street
Morristown, TN 37814

13. Newport
423-623-1227
Box 28
Newport, TN 37822

14. Lafollette
423-566-9631
2841 General Carl. W. Stiner Hwy.
Lafollette, TN 37766

15. Knoxville (No Garage)

16. Harriman
865-882-3618

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1951 South Roane
Harriman, TN 37748

Region II

21. Chattanooga (No Garage)

22. Dunlap
423-949-2128
P.O. Box 355
Dunlap, TN 37327

23. Crossville
931-484-5041 (615-741-1140)
P.O. Box 1069
Crossville, TN 38557

24. Cookeville
931-372-2341
P.O. Box 2929
Cookeville, TN 38502

25. Tullahoma
931-454-1921
P.O. Box 98
Tullahoma, TN 37388

Region III

31. Nashville (No Garage)

32. Gallatin
615-451-5822
1215 Hartsville Pk. Gallatin,
TN 37066

33. Clarksville
931-648-5570

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1918 Wilma Rudolph Blvd. Clarksville,
TN 37040

- 34. Belfast
931-276-2219
2099 Fayetteville Hwy.
Belfast, TN 37019
- 35. McEwen
931-582-6293
Rt. 3, Box 306B McEwen, TN
37101
- 36. Lawrenceburg
931-766-1414
1213 N. Locust
Lawrenceburg, TN 38464

Region IV

- 41. Mckenzie
731-352-5375
P.O. Box 637,
Mckenzie, TN 38201
- 42. Newbern
731-627-2503
Box 179
Newbern, TN 38059
- 43. Bethel Springs
731-934-7291
Box 2929
Bethel Springs, TN 38502
- 44. Jackson (No Garage)
- 45. Arlington
901-867-2959
Box 126
Arlington, TN 38002

- 16. Required Approvals.** The State is not bound by this Participating Addendum until it is duly

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approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Participating Addendum, 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.

17. **Modification and Amendment.** This Participating Addendum may be modified only by a written amendment signed by all parties and approved by all applicable State officials.
18. **Subject to Funds Availability.** The Participating Addendum 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 Participating Addendum upon written notice to the Contractor. The State's exercise of its right to terminate this Participating Addendum shall not constitute a breach of Participating Addendum by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Participating Addendum. If the State terminates this Participating Addendum due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Participating Addendum due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.
19. **Termination for Convenience.** The State may terminate this Participating Addendum for convenience without cause for any reason, upon thirty (30) days written notice to Contractor. The State's election to terminate this Participating Addendum for convenience shall be effective upon the date specified and shall not be deemed a breach of Participating Addendum by the State. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any good or service that has not been provided, nor shall the Contractor be relieved of any liability to the State for any damages or claims arising under this Participating Addendum.
20. **Termination for Cause.** If the Contractor fails to properly perform its obligations under this Participating Addendum in a timely or proper manner, or if the Contractor materially violates any terms of this Participating Addendum ("Breach Condition"), the State shall have the right to immediately terminate the Participating Addendum 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

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virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Participating Addendum.

21. **Assignment and Subcontracting.** The Contractor shall not assign this Participating Addendum or enter into a subcontract for any of the goods or services provided under this Participating Addendum without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Participating Addendum. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Participating Addendum in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Participating Addendum.
22. **Conflicts of Interest.** The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Participating Addendum.

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

23. **Nondiscrimination.** The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Participating Addendum or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
24. **Equal Opportunity.** During the performance of this Participating Addendum, the Contractor agrees as follows:
 - a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such

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action shall include, but not be limited to the following:

1. Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising;
2. Layoff or termination;
3. Rates of pay or other forms of compensation; and
4. Selection for training, including apprenticeship.

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

- b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - c) If the State approves any subcontract, the subcontract shall include paragraphs (a) and (b) above.
- 25. Prohibition of Illegal Immigrants.** The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any Participating Addendum to supply goods or services to the state of Tennessee, shall be a material provision of this

Participating Addendum, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Participating Addendum.

- a) The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Participating Addendum and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Participating Addendum. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at:

<https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/supplier-information-.html>,

semi-annually during the Term. If the Contractor is a party to more than one Participating Addendum with the State, the Contractor may submit one attestation that applies to all Participating Addendums with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.

- b) Prior to the use of any subcontractor in the performance of this Participating Addendum,

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and semi- annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Participating Addendum and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Participating Addendum. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.

- c) The Contractor shall maintain records for all personnel used directly in the performance of this Participating Addendum. Subject to applicable Tennessee law and policy, Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - d) The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.
 - e) For purposes of this Participating Addendum, "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 Participating Addendum.
- 26. Records.** The Contractor shall maintain documentation for all charges under this Participating Addendum. The books, records, and documents of the Contractor, for work performed or money received under this Participating Addendum, 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 (regular business hours) 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.
- 27. Monitoring.** The Contractor's activities conducted and records maintained, pursuant to this Participating Addendum, shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- 28. Progress Reports.** The Contractor shall submit brief, periodic, progress reports to the State as requested.
- 29. Strict Performance.** Failure by any Party to this Participating Addendum to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Participating Addendum shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this

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Participating Addendum shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.

- 30. Independent Contractor.** The parties shall not act as employees, partners, joint ventures, or associates of one another. The parties are independent contracting entities. Nothing in this Participating Addendum 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.
- 31. Patient Protection and Affordable Care Act.** The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless for any costs to the State arising from contractor's failure to fulfill its PPACA responsibilities for itself or its employees.
- 32. Limitation of State's Liability.** The State shall have no liability except as specifically provided in this Participating Addendum. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, money, 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 Participating Addendum or otherwise. Notwithstanding anything else herein, the State's total liability under this Participating Addendum (including without limitation any exhibits, schedules, amendments or other attachments to the Participating Addendum) or otherwise shall under no circumstances exceed the Estimated Liability. PROVIDED THAT in no event shall this Section limit the liability of the State for any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death. This limitation of liability is cumulative and not per incident.
- 33. Limitation of Contractor's Liability.** In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Participating Addendum shall be limited to an amount equal to two (2) times the Estimated Liability amount and as may be amended. Except as set forth below, in no event will the Contractor be liable to the State or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, money, 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 Participating Addendum or otherwise. PROVIDED THAT in

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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 Participating Addendum 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. This limitation of liability is cumulative and not per incident.

- 34. Hold Harmless.** The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged to the extent directly or indirectly resulting from negligent acts, omissions, or willful misconduct on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Participating Addendum.

The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State to enforce the terms of this Participating Addendum.

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

- 35. Statewide Participating Addendum Reports.** All reports shall be submitted electronically in Microsoft Excel format. Reports shall include the ability to sort or summarize data in accordance with the Contract Administrator's specifications. All reports shall be provided at no additional cost to the State.
- a) Quarterly Reports: Contractor(s) will submit quarterly reports to the Contract Administrator no later than ten (10) days after the end of the State's quarter (e.g. a fiscal year quarter 2 report for October - December is due no later than January 10th). At the Contract Administrator's sole discretion, the State may extend the time allowed to complete quarterly reports. Quarterly reports shall provide statistical data on all purchases under this Participating Addendum by State Agencies, including State Agencies of the judicial or legislative branch, local governmental entities in the State of Tennessee, including but not limited to educational institutions, local governmental authorities, quasi-governmental bodies ("Other Governmental Bodies"), and certain not-for-profit entities under Tenn. Code Ann. § 33-2-1001. At minimum, the quarterly report's statistical data shall be detailed and broken down by line item to include:



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1. Edison contract number
2. Contract line item number
3. Invoice date
4. Invoice number
5. Supplier part number
6. Item or bundle description
7. Quantity purchased
8. Unit of measure
9. Unit of measure description
10. Name of State Agency, Other Governmental Body or not-for-profit entity
11. Identity of purchaser: State entity or non-State entity
12. State Agency location
13. Unit/Contract price per line item
14. List price as listed in supplier's catalog if catalog item
15. Subtotals for each category above
16. Grand totals for each category above

- b) Diversity Business and Subcontractor Usage Reports: The Contractor shall submit monthly reports of returns, credits, savings, net purchases, and percent of net purchases by subcontractors, small business enterprises, and businesses owned by minorities, women, persons with disabilities, and Tennessee service-disabled veterans. Such reports shall be submitted 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>.

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

36. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Participating Addendum.

a) Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Participating Addendum.

b) Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Participating Addendum so that both parties will be in compliance with the Privacy Rules.

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c) The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Participating Addendum 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.

The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

- 37. 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 Participating Addendum to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Participating Addendum is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.
- 38. Tennessee Department of Revenue Registration.** The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 -- 608. Compliance with applicable registration requirements is a material requirement of this Participating Addendum.
- 39. Debarment and Suspension.** The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b) have not within a three (3) year period preceding this Participating Addendum 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

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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;

- b) 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
- c) have not within a three (3) year period preceding this Participating Addendum had one or more public transactions (federal, state, or local) terminated for cause or default.

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

- 40. 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 Participating Addendum. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Participating Addendum arising from a Force Majeure Event is not a default under this Participating Addendum or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Participating Addendum is not a Force Majeure Event under this Participating Addendum. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the original notification) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees until Contractor resumes performance of the affected obligations; or (b) immediately terminate Participating Addendum any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Participating Addendum or charge

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the State any fees other than those provided for in this Participating Addendum as the result of a Force Majeure Event.

41. **State and Federal Compliance.** The Contractor shall comply with all applicable state and federal laws and regulations in the performance of this Participating Addendum.
42. **Governing Law.** This Participating Addendum 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 Participating Addendum. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Participating Addendum shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 -- 407.
43. **Entire Agreement.** The Master Agreement and this Participating Addendum, together with their exhibits and/or attachments if any, set forth the entire agreement between the parties concerning the State's procurement of tires. No agent, representative, employee or officer of either the State, the Contractor, or the Independent Dealer has the authority to make, or has made, any statement, agreement or representation, oral or written, in connection with this Participating Addendum, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No modifications, alterations, changes, or waiver to this Participating Addendum or any of its terms shall be valid or binding unless accomplished by a written amendment signed by all parties.
44. **Severability.** If any terms and conditions of this Participating Addendum are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Participating Addendum shall not be affected and shall remain in full force and effect. The terms and conditions of this Participating Addendum are severable.
45. **Headings.** Section headings of this Participating Addendum are for reference purposes only and shall not be construed as part of this Participating Addendum.
46. **Incorporation of Additional Documents.** Each of the following documents is included as a part of this Participating Addendum by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Participating Addendum, these items shall govern in order of precedence below:
 - a) any amendment to this Participating Addendum, with the latter in time controlling over any earlier amendments;
 - b) this Participating Addendum with any attachments and

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c) the Master Agreement.

47. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101 et seq., addressing contracting with persons with investment activities in Iran, shall be a material provision of this Participating Addendum. The Contractor agrees, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

48. Insurance Requirements:

1. **Insurance.** Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified below. The COI shall be provided ten (10) business days prior to the Effective Date and again upon renewal or replacement of coverages required by this Participating Addendum. If insurance expires during the Term, the State must receive a new COI at least thirty (30) calendar days prior to or after the insurance's expiration date. If the Contractor loses insurance coverage, does not renew coverage, or for any reason becomes uninsured during the Term, the Contractor shall notify the State immediately.

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

If the Contractor desires to self-insure, then a COI will not be required to prove coverage. In place of the COI, the Contractor must provide a certificate of self-insurance or a letter on the Contractor's letterhead detailing its coverage, liability policy amounts, and proof of funds to reasonably cover such expenses. Compliance with Tenn. Code Ann. § 50-6-405 and the rules of the TDCI is required for the Contractor to self-insure workers' compensation.

All insurance companies must be: (a) acceptable to the State; (b) authorized by the TDCI to transact business in the State of Tennessee; and (c) rated A- VII or better by A. M. Best. The Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that the subcontractors are included under the

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Contractor's policy.

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

The deductible and any premiums are the Contractor's sole responsibility. Any deductible over fifty thousand dollars (\$50,000) must be approved by the State. The

Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Participating Addendum including any indemnification or hold harmless requirements.

The State agrees that it shall give written notice to the Contractor as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the

Contractor or its insurer, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

All coverage required shall be on a primary basis and noncontributory with any other insurance coverage or self-insurance carried by the State. Following the Effective Date of the Master Agreement, the Parties agree that any amendments, changes or modifications to the insurance coverages required under this Contract must be mutually agreed upon and approved by an authorized representative of both Parties.

2. **Workers' Compensation and Employer Liability Insurance.**

- a) For Contractors statutorily required to carry workers' compensation and employer liability insurance, the Contractor shall maintain:
- b) Workers' compensation and employer liability insurance in the amounts required by appropriate state statutes; or
- c) 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.

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- d) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 -- 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:
1. The Contractor employees fewer than five (5) employees;
 2. The Contractor is a sole proprietor;
 3. The Contractor is in the construction business or trades with no employees;
 4. The Contractor is in the coal mining industry with no employees;
 5. The Contractor is a state or local government; or
 6. The Contractor self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

3. Commercial General Liability Insurance.

- a) The Contractor shall self-insure or maintain commercial general liability insurance, which, if not self-insured, shall be written on an Insurance Services Office, Inc. (also known as ISO) occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises/operations, contractual liability, completed operations/products, personal and advertising injury, and liability assumed under an insured Participating Addendum (including the tort liability of another assumed in a business contract).
- b) The Contractor shall maintain bodily injury/property damage with a combined single-limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate for bodily injury and property damage, including products and completed operations coverage with an aggregate limit of at least two million dollars (\$2,000,000).

4. Automobile Liability Insurance. The Contractor shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles). The Contractor shall maintain bodily injury/property damage with a limit not less than one million dollars (\$1,000,000) per occurrence or

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combined single limit.

49. **Major Procurement Participating Addendum Sales and Use Tax.** Pursuant to Tenn. Code Ann. § 4-39-102 and to the extent applicable, the Contractor and the Contractor's subcontractors shall remit sales and use taxes on the sales of goods or services that are made by the Contractor or the Contractor's subcontractors and that are subject to tax.
50. **Conflicting Terms and Conditions.** Should any of these special terms and conditions conflict with any other terms and conditions of this Participating Addendum, the special terms and conditions shall be subordinate to the Participating Addendum's other terms and conditions.
51. **Confidentiality of Records.** Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties.

Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

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

52. **Prohibited Advertising or Marketing.** The Contractor shall not suggest or imply in advertising or marketing materials that Contractor's goods or services are endorsed by the State. The restrictions on Contractor advertising or marketing materials under this Section shall survive the termination of this Participating Addendum.
53. **Authorized Users -- Statewide Contract.** This Contract establishes a source or sources of supply for all Tennessee State Agencies. "Tennessee State Agency" refers to the various departments, institutions, boards, commissions, and agencies of the executive branch of government of the State of Tennessee with exceptions as addressed in Tenn. Comp. R. & Regs. 0690-03-01-.01. The Contractor shall provide all goods or services and deliverables as required by this Participating Addendum to all Tennessee State Agencies.

The Contractor shall make this Participating Addendum available to the following entities, who are authorized to and who may purchase off of this Statewide Participating

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Addendum ("Authorized Users"):

- a) all Tennessee State governmental entities (this includes the legislative branch; judicial branch; and, commissions and boards of the State outside of the executive branch of government);
- b) Tennessee local governmental agencies;
- c) the board of trustees of the University of Tennessee system, the Tennessee board of regents system, or 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 Services or the Department of Intellectual and Developmental Disabilities to provide services to the public (Tenn. Code Ann. § 33-2-1001).

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

- 54. **State Ownership of Goods.** The State shall have ownership, right, title, and interest in all goods provided by Contractor to State under this Participating Addendum.
- 55. **Additional Lines, Items or Options.** At its sole discretion, the State may make written requests to the Contractor to add lines, items, or options that are needed and within the Scope but were not included in the original Contract. Such lines, items, or options will be added to the Participating Addendum through a Memorandum of Understanding ("MOU"), not an amendment.
 - a) After the Contractor receives a written request to add lines, items, or options, the Contractor shall have ten (10) business days to respond with a written proposal. The Contractor's written proposal shall include:
 - 1. The effect, if any, of adding the lines, items, or options on the other goods or services required under the Participating Addendum;
 - 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.

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- b) The State may negotiate the terms of the Contractor's proposal by requesting revisions to the proposal.
 - c) To indicate acceptance of a proposal, the State will sign it. The signed proposal shall constitute a MOU between the Parties, and the lines, items, or options shall be incorporated into the Participating Addendum as if set forth verbatim.
 - d) Only after a MOU has been executed shall the Contractor perform or deliver the new lines, items, or options.
56. **F.O.B. Destination.** Respondent's prices shall include delivery of all items F.O.B. destination or as otherwise specified by the State.
57. **Tax Exemption.** The State of Tennessee is exempt from local, state, and federal excise taxes. These taxes shall not be included in respondent's prices. The successful respondent shall pay all taxes lawfully imposed on it with respect to any goods or services delivered in accordance with this ITB.
58. **Department of Revenue Registration.** Respondent must be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. The State shall not award a Participating Addendum unless the respondent provides proof of such registration or provides documentation from the Department of Revenue that the Contractor is exempt from this registration requirement. The foregoing is a mandatory requirement of an award of a Participating Addendum pursuant to this ITB. For purposes of this registration requirement, the Department of Revenue may be contacted at: TN.Revenue@tn.gov. or <https://tntap.tn.gov/eservices/>
59. **Pre-Disposal Fee:** The Contractor/Dealer understands and agrees that pursuant to Tenn. Code Ann. §67-4-1603, it is responsible to pay to the Department of Revenue a pre-disposal fee for the sale of each new tire in the State of Tennessee. Contractor/Dealer therefore agrees that it will not charge the State a pre-disposal fee for tires.

GOVERNOR'S OFFICE OF DIVERSITY BUSINESS ENTERPRISE

Efforts to Achieve Diversity Business Participation

The Governor's Office of Diversity Business Enterprise ("Go-DBE") is the State's central point of contact to attract and assist minority-owned, woman-owned, service-disabled veteran-owned, disabled-owned, and small business enterprises interested in competing in the State of Tennessee's procurement and contracting activities. These diversity business enterprises are defined as follows:

Minority Business Enterprise (MBE) and Woman Business Enterprise (WBE) Businesses that are a continuing, independent, for-profit business which performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more individuals in the minority or woman category who were impeded from normal entry into the economic mainstream because



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of past practices of discrimination based on race, ethnic background, or gender.

Service-Disabled Veteran Business Enterprise (SDVBE)

"Service-disabled veteran-owned business" means a service-disabled veteran-owned business located in the State of Tennessee that satisfies the criteria in Tenn. Code. Ann. § 12-3-1102(8). "Service-disabled veteran" means any person who served honorably in active duty in the armed forces of the United States with at least a twenty percent (20%) disability that is service-connected, i.e., the disability was incurred or aggravated in the line of duty in the active military, naval or air service.

Small Business Enterprise (SBE)

"Small business" means a business that is a continuing, independent, for profit business which performs a commercially useful function with residence in Tennessee and has total gross receipts of no more than ten million dollars (\$10,000,000) averaged over a three-year period or employs no more than ninety-nine (99) persons on a full-time basis.

Disabled Business Enterprise (DSBE)

"Disabled Business Enterprise" means a business owned by a person with a disability that is a continuing, independent, for-profit business that performs a commercially useful function, and is at least fifty-one (51%) owned and controlled by one (1) or more persons with a disability, or, in the case of any publicly-owned business, at least fifty one percent (51%) of the stock of which is owned and controlled by one(1) or more persons with a disability and whose management and daily business operations are under the control of one (1) or more persons with a disability.

For additional program eligibility information, visit:

<https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/governor-s-office-of-diversity-business-enterprise--godbe--/program-eligibility.html>

Instructions

As part of this Invitation to Bid, the respondent should complete the Diversity Utilization Plan below. To assist in your effort to seek and solicit the participation of diversity businesses on this solicitation, a directory of certified Diversity Business Enterprise firms may be found on the State's website at: <https://tn.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp?TN=tn&XID=1215> directory or by calling Go-DBE toll free at 866-894-5026.

RESPONDENT'S DIVERSITY UTILIZATION PLAN

Respondent's Company Name:		
Solicitation Event Name:		Event Number:
Respondent's Contact Name:	Phone: ()	Email:



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Does the Respondent qualify as the diversity business enterprise? Yes No

If yes, which designation does the Respondent qualify? MBE WBE DSBE SDVBE SBE

Certifying Agency: _____

Estimated level of participation by DBEs if awarded a Participating Addendum pursuant to this ITB:

Diversity Business Information (List all subcontractors, joint-ventures, and suppliers)	% of Contract	Estimated Amount	MBE/ WBE/ SDVBE/ SBE / DSBE Designation	Currently Certified (Yes or No)
Business Name:				
Contact Name:				
Contact Phone:				
Business Name:				
Contact Name:				
Contact Phone:				

If awarded a Participating Addendum pursuant to this ITB, we confirm our commitment to make reasonable business efforts to meet or exceed the commitment to diversity as represented in our Diversity Utilization Plan. We shall assist the State in monitoring our performance of this commitment by providing, as requested, a monthly report of participation in the performance of this Participating Addendum 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>

We further agree to request in writing and receive prior approval from the Central Procurement Office for any changes to the use of the above listed diversity businesses.

Authorized Signature: Chris Charity William H. Caswell
DocuSigned by: 186397B533B04A0 DocuSigned by: 3C054B1CC00A4B1... Date: 4/5/2022 4/5/2022

Printed Name and Title of Signatory Chris Charity, VP of Sales William H. Caswell, Sales & Marketing