

## Notice of Contract Purchase Agreement



**State Of Rhode Island  
Department of Administration  
Division of Purchases  
One Capitol Hill  
Providence, RI 02908-5860**

|                                        |                                                                                         |
|----------------------------------------|-----------------------------------------------------------------------------------------|
| <b>V<br/>E<br/>N<br/>D<br/>O<br/>R</b> | <b>DELL MARKETING LP<br/>1 DELL WAY<br/>ROUND ROCK, TX 78682-7000<br/>United States</b> |
|----------------------------------------|-----------------------------------------------------------------------------------------|

|                                             |                                                                                           |
|---------------------------------------------|-------------------------------------------------------------------------------------------|
| <b>S<br/>H<br/>I<br/>P<br/><br/>T<br/>O</b> | <b>MASTER PRICE AGREEMENT<br/>SEE BELOW<br/>RELEASE AGAINST, RI MPA<br/>United States</b> |
|---------------------------------------------|-------------------------------------------------------------------------------------------|

| <b>MPA 345 FY24 - NASPO VALUEPOINT -<br/>COMPUTER EQUIPMENT,<br/>PERIPHERALS &amp; RELATED SERVICES</b> |                                  |
|---------------------------------------------------------------------------------------------------------|----------------------------------|
| Award Number                                                                                            | <b>3870457</b>                   |
| Revision Number                                                                                         | <b>0</b>                         |
| Effective Period                                                                                        | <b>15-MAR-2024 - 30-JUN-2025</b> |
| Approved PO Date                                                                                        | <b>15-MAR-2024</b>               |
| Vendor Number                                                                                           | <b>56</b>                        |

|                                    |                                   |
|------------------------------------|-----------------------------------|
| Type of Requisition                | <b>*OTHER</b>                     |
| Requisition Number                 |                                   |
| Change Order<br>Requisition Number |                                   |
| Solicitation Number                | <b>29720</b>                      |
| Freight                            | <b>Paid</b>                       |
| Payment Terms                      | <b>NET 30</b>                     |
| Buyer                              | <b>-<br/>Nadeau,<br/>Jonathan</b> |
| Requester Name                     |                                   |
| Work Telephone                     |                                   |

This Purchase Order is issued pursuant to and in accordance with the terms and conditions of the solicitation and applicable federal, state, and local law, including the State of Rhode Island's General Conditions of Purchase which are incorporated herein by reference contain specific contract terms applicable to this Purchase Order. See: <https://rules.sos.ri.gov/regulations/part/220-30-00-13>

DATES: 03/15/2024 - 06/30/2025

WITH AN ADDITIONAL THREE (3) 12-MONTH OPTIONS TO RENEW IN ACCORDANCE WITH THE TERMS SET FORTH IN STATE OF RHODE ISLAND MPA-345 FY24 - NASPO MASTER AGREEMENT 23026.

ISSUED IN ACCORDANCE WITH CORRESPONDING NASPO VALUEPOINT COOPERATIVE AGREEMENT REFERENCED ABOVE AND SUBJECT TO TERMS SET FORTH IN PARTICIPATING ADDENDUM, ADDENDUM A, ADDENDUM B, AND ATTACHMENT A AS ATTACHED HEREIN.

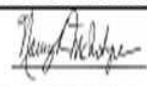
| <b>INVOICE TO</b>                                                                                                                                                                                                                                                                                                                                                                                                                               |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| IMMEDIATE VENDOR ACTION REQUIRED:<br>Paperless Invoicing is now required. Vendors who do not currently invoice electronically must comply. Get Instructions at :<br><a href="http://controller.admin.ri.gov/documents/Communications/Vendor%20Information/Paperless%20Invoicing%20Initiative_09-01-2020.pdf">http://controller.admin.ri.gov/documents/Communications/Vendor%20Information/Paperless%20Invoicing%20Initiative_09-01-2020.pdf</a> |
| <b>REGISTRATION REQUIREMENTS</b>                                                                                                                                                                                                                                                                                                                                                                                                                |
| IMMEDIATE VENDOR ACTION REQUIRED:<br>ALL vendors with an existing Purchase Order must be registered in OCEAN STATE PROCURES(OSP). Get Instructions at : <a href="https://www.ridop.ri.gov/osp/osp-vendor-registration.php">https://www.ridop.ri.gov/osp/osp-vendor-registration.php</a>                                                                                                                                                         |

| <b>STATE PURCHASING AGENT</b> |
|-------------------------------|
| <br><b>Nancy R. McIntyre</b>  |

AGENCY CONTACT:  
JONATHAN NADEAU  
Email: jonathan.nadeau@purchasing.ri.gov

SUPPLIER CONTACT:  
LYNDA MCNIFF  
Email: Lynda.Mcniff@dell.com  
Tel: 650-465-3660

Reference Documents: Dell NASPO Valuepoint PA - RI  
MPA-345 FY24 - AMR.pdf  
Addendum A General Insurance  
Requirements\_FINAL  
EXECUTION COPY.pdf  
GC Addendum B - IT  
Requirements\_FINAL.pdf  
Revised Rhode Island Attachment  
A to Dell NASPO PA.FINAL  
EXECUTION COPY\_.pdf

|                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                             |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|
| <b>INVOICE TO</b>                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                             |
| <b>IMMEDIATE VENDOR ACTION REQUIRED:</b><br>Paperless Invoicing is now required. Vendors who do not currently invoice electronically must comply. Get Instructions at :<br><a href="http://controller.admin.ri.gov/documents/Communications/Vendor%20Information/Paperless%20Invoicing%20Initiative_09-01-2020.pdf">http://controller.admin.ri.gov/documents/Communications/Vendor%20Information/Paperless%20Invoicing%20Initiative_09-01-2020.pdf</a> | <b>STATE PURCHASING AGENT</b><br><br>Nancy R. McIntyre |
| <b>REGISTRATION REQUIREMENTS</b>                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                             |
| <b>IMMEDIATE VENDOR ACTION REQUIRED:</b><br>ALL vendors with an existing Purchase Order must be registered in OCEAN STATE PROCURES(OSP). Get Instructions at : <a href="https://www.ridop.ri.gov/osp/osp-vendor-registration.php">https://www.ridop.ri.gov/osp/osp-vendor-registration.php</a>                                                                                                                                                         |                                                                                                                                             |

**Contract Terms and Conditions**

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**Terms and Conditions****PURCHASE ORDER STANDARD TERMS AND CONDITIONS****TERMS AND CONDITIONS FOR THIS PURCHASE ORDER****CAMPAIGN FINANCE COMPLIANCE**

**CAMPAIGN FINANCE:** In accordance with RI General Law 17-27-2, Every person or business entity providing goods or services of \$5,000 or more, and has in the preceding 24 months, contributed an aggregate amount in excess of \$250 within a calendar year to any general officer, or candidate for general office, any member, or candidate for general assembly, or political party, is required to electronically file an affidavit regarding political contributions at: <https://secure.ricampaignfinance.com/RhodeIslandCF/Public/VendorAffidavit.aspx>

**ARRA SUPPLEMENTAL TERMS AND CONDITIONS**

For contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

**DIVESTITURE OF INVESTMENTS IN IRAN REQUIREMENT:**

No vendor engaged in investment activities in Iran as described in R.I. Gen. Laws §37-2.5-2(b) may submit a bid proposal to, or renew a contract with, the Division of Purchases. Each vendor submitting a bid proposal or entering into a renewal of a contract is required to certify that the vendor does not appear on the list maintained by the General Treasurer pursuant to R.I. Gen. Laws §37-2.5-3.

For all Purchase Orders issued on behalf of the University of Rhode Island, Community College of Rhode Island, and Rhode Island College, vendors will receive a confirming order from the respective entity prior to proceeding.

**MASTER PRICE AGREEMENT CONTRACT ADMINISTRATIVE FEE**

In 2017 the General Assembly amended the "State Purchases Act", R. I. Gen. Laws § 37-2-12 (b) to authorize the Chief Purchasing Officer to establish, charge and collect from vendors listed on master price agreements ("MPA") a contract administrative fee not to exceed one percent (1%) of the total value of the annual spend against their MPA contracts. All contract administrative fees collected from MPA vendors shall be deposited into a restricted receipt account which shall be used for the purposes of implementing and maintaining an online eProcurement system and other costs related to State procurement. In accordance with this legislative initiative the Division of Purchases is upgrading the State procurement system through the purchase and installation of an eProcurement system.

The contract administrative fee shall be applicable to all purchase orders issued relative to State MPA contracts. Therefore, effective January 1, 2020 all MPA contracts shall be assessed the 1% contract administrative fee.

**INSURANCE REQUIREMENTS (ADDITIONAL)**

ANNUAL RENEWAL INSURANCE CERTIFICATES FOR WORKERS' COMPENSATION, PUBLIC LIABILITY, PROPERTY DAMAGE INSURANCE, AUTO INSURANCE, PROFESSIONAL LIABILITY INSURANCE (AKA ERRORS & OMISSIONS), BUILDER'S RISK INSURANCE, SCHOOL BUSING AUTO LIABILITY, ENVIRONMENTAL IMPAIRMENT (AKA POLLUTION CONTROL), VESSEL OPERATION (MARINE OR AIRCRAFT) PROTECTION & INDEMNITY, ETC., MUST BE SUBMITTED TO THE SPECIFIC AGENCY IDENTIFIED IN THE "SHIP TO" SECTION OF THE PURCHASE ORDER. CERTIFICATES ARE ANNUALLY DUE PRIOR TO THE BEGINNING OF ANY CONTRACT PERIOD BEYOND THE INITIAL TWELVE-MONTH PERIOD OF A CONTRACT. FAILURE TO PROVIDE ANNUAL INSURANCE CERTIFICATION MAY BE GROUNDS FOR CANCELLATION.

**MULTI YEAR AWARD**

THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND THE CURRENT FISCAL YEAR ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.

**BLANKET PAYMENT**

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY. PAYMENTS WILL BE AUTHORIZED UPON SUBMISSION OF PROPERLY RENDERED INVOICES NO MORE THAN MONTHLY TO THE RECEIVING AGENCY. ANY UNUSED BALANCE AT END OF BLANKET PERIOD IS AUTOMATICALLY CANCELLED.

**EQUAL OPPORTUNITY COMPLIANCE**

THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE.

**PURCHASE AGREEMENT AWARD**

THIS IS A NOTICE OF AWARD, NOT AN ORDER. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under AUTHORIZATION AND RELEASE. ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in the Request/Bid Number cited herein, (2) the General Terms and Conditions of Contracts for the State of Rhode Island and (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee. CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under CONTRACT PERIOD unless this Price Agreement is altered by formal

amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor.

#### **AUTHORIZATION AND RELEASE**

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency. A Direct Purchase Order (DPO) shall be created by the agency listing the items ordered, using the pricing and format set forth in the Master Blanket. All pricing shall be as described in the Master Blanket and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected in Master Blanket.

#### **TERMS AND CONDITIONS OF PRICING AGREEMENT**

**SCOPE AND LIMITATIONS - This Agreement covers requirements as described herein, ordered by State agencies during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.**

Under State Purchasing Law, 37-2-54, no purchase or contract shall be binding on the state or any agency thereof unless approved by the department [of administration] or made under general regulations which the chief purchasing officer may prescribe. Under State Purchasing Regulation 8.2.1.1.2, any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state.

**PRODUCT ACCEPTANCE** - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

- a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.
- b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

#### **ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT**

**In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.**

**State Agencies shall request release as follows: All releases shall reference the Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.**

A Department Purchase Order (DPO) listing the items ordered shall be created by the agency. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

**DELIVERY** If this is an MPA, Vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

**PRICING** - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

**INVOICING** All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

**PAYMENT** - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller.

**Participating Addendum Number 3870457**  
**for**  
**COMPUTER EQUIPMENT, PERIPHERALS & RELATED SERVICES**  
**between**  
**State of Rhode Island**  
**and**  
**Dell Marketing LP**

This Participating Addendum is entered into by State of Rhode Island ("Participating Entity") and the following Contractor (each a "Party" and collectively the "Parties") for the purpose of participating in NASPO ValuePoint Master Agreement Number 23026, executed by Contractor and the State of Minnesota for Computer Equipment, Peripherals & Related Services ("Master Agreement"):

Dell Marketing L.P ("Contractor")  
One Dell Way  
Round Rock, TX, 78682

**I. PARTICIPATING ADDENDUM CONTACTS.**

Contractor's contact for this Participating Addendum is:

Lynda McNiff  
Contract Program Manager  
[Lynda.Mcniff@dell.com](mailto:Lynda.Mcniff@dell.com)  
(650)465-3660

Participating Entity's contact for this Participating Addendum is:

Jonathan Nadeau  
Senior Procurement Specialist  
[jonathan.nadeau@purchasing.ri.gov](mailto:jonathan.nadeau@purchasing.ri.gov)  
401-574-8133

- II. TERM.** This Participating Addendum is effective as of the date of issuance of the corresponding Purchase Agreement by the State of Rhode Island, and will terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.
- III. PARTICIPATION AND USAGE.** This Participating Addendum may be used by all State agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the State. Participating Entity has sole authority to determine which entities are eligible to use this Participating Addendum. If Contractor becomes aware that an entity's use of this Participating Addendum is not authorized, Contractor will notify NASPO ValuePoint to initiate outreach to the appropriate parties.
- IV. GOVERNING LAW.** The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by, and construed in accordance with, Participating Entity's laws.
- V. SCOPE.** Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions, including the terms of Exhibit E, of the Master Agreement and the rights and obligations set forth therein as applied to the Contractor and Participating Entity and Purchasing Entities.
- a. Services.** All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.
- b. Contractor Partners.** All subcontractors, dealers, distributors, resellers, and other partners identified on Contractor's NASPO ValuePoint webpage as authorized to provide Products and Services to Participating Entity may provide Products and Services to users of this Participating Addendum if issued a separate Purchase Agreement by the State of Rhode Island. Contractor will ensure that the participation of Contractor's subcontractors, dealers, distributors, resellers, and other partners is in accordance with the terms and conditions set forth in the Master Agreement and in this Participating Addendum.

**Participating Addendum Number 3870457 for  
COMPUTER EQUIPMENT, PERIPHERALS & RELATED SERVICES**

Between **State of Rhode Island** and  
**Dell Marketing LP**

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Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum upon execution of an updated Participating Addendum and memorialized via revision to the corresponding Purchase Agreement issued by the State of Rhode Island.

Cooperative (NASPO) Participating Addendum:

- Any Purchase Agreement and/or Purchase Order arising from a Participating Addendum shall be subject to the Rhode Island “State Purchases Act”, R. I. Gen. Laws § 37-2-1, *et seq.* and the Rhode Island General Conditions of Purchase (<https://rules.sos.ri.gov/regulations/part/220-30-00-13>), referred to herein as the General Conditions of Purchase, as modified by Attachment A hereof. Insurance requirements as set forth in the original solicitation must be met for the duration of the corresponding Purchase Agreement term.
- Jurisdiction and venue for any lawsuits arising here from shall be in the Providence Superior Court and shall be governed by the laws of the State of Rhode Island without reference to its principles of conflicts of laws.
- Vendors must be fully registered in Ocean State Procures (“OSP”) before a Purchase Agreement is issued to memorialize the duly executed Participating Addendum.

**Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum.**

**VI. ORDERS.** Purchasing Entities may place orders under this Participating Addendum by referencing the Participating Addendum Number on an Order. Each Order placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity, if applicable.

**VII. PARTICIPATING ENTITY REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE.**

In 2017, the General Assembly amended the “State Purchases Act”, R. I. Gen. Laws, § 37-2-12(b), to authorize the Chief Purchasing Officer to establish, charge and collect from vendors listed on master price agreements (“MPA”) a contract administrative fee not to exceed one percent (1%) of the total value of the annual spend against their MPA contracts. All contract administrative fees collected from MPA vendors shall be deposited into a restricted receipt account which shall be used for the purposes of implementing and maintaining an online eProcurement system and other costs related to State procurement. In accordance with this legislative initiative the Division of Purchases is upgrading the State procurement system through the purchase and installation of an eProcurement system. The contract administrative fee shall be applicable to all Purchase Agreements/Orders issued relative to Statewide MPA contracts.

**VIII. FEDERAL FUNDING REQUIREMENTS.** Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. When applicable, a Purchasing Entity will identify in the Order any alternative or additional requirements related to the use of federal funds. If agreed in writing signed by both parties, Contractor agrees to comply with the requirements set forth therein.

**IX. ATTACHMENTS.** This Participating Addendum includes the following attachments:

- a. Attachment A: Modifications and Additions to the General Conditions of Purchase

Participating Addendum Number 3870457 for  
COMPUTER EQUIPMENT, PERIPHERALS & RELATED SERVICES

Between State of Rhode Island and  
Dell Marketing LP

X. NOTICE. Any notice required herein shall be sent to the following:

For Contractor:  
Master Agreement Contact:  
Ashley Salinas  
SLED Contract Program Manager  
[A.Salinas@dell.com](mailto:A.Salinas@dell.com)  
(512) 542-1237  
With Copy to: [Lynda.Mcniff@dell.com](mailto:Lynda.Mcniff@dell.com) and  
[Dell\\_Legal\\_Notices@Dell.com](mailto:Dell_Legal_Notices@Dell.com)

For Participating Entity:  
  
Jonathan Nadeau  
Senior Procurement Specialist  
[Jonathan.nadeau@purchasing.ri.gov](mailto:Jonathan.nadeau@purchasing.ri.gov)  
401-574-8133

XI. SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT. Upon execution, Contractor shall email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at [pa@naspovaluepoint.org](mailto:pa@naspovaluepoint.org). While Participating Entity will maintain the official record of this Participating Addendum, the Parties agree that this Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

SIGNATURE

The undersigned for each Party represents and warrants that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum’s terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Participating Addendum and bind the Party hereto.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

CONTRACTOR:

*Katherine Castillo*  
\_\_\_\_\_  
Signature  
  
Katherine Castillo  
\_\_\_\_\_  
Printed Name  
  
Paralegal Advisor  
\_\_\_\_\_  
Title  
  
03/16/2024  
\_\_\_\_\_  
Date

PARTICIPATING ENTITY:

Amanda M. Rivers  
\_\_\_\_\_  
Signature  
  
Amanda Rivers  
\_\_\_\_\_  
Printed Name  
  
Deputy Purchasing Agent  
\_\_\_\_\_  
Title  
  
3/15/2024  
\_\_\_\_\_  
Date

Digitally signed by Amanda M. Rivers  
Date: 2024.03.15 10:37:01 -04'00'

## **GENERAL CONDITIONS – ADDENDUM A**

### **GENERAL INSURANCE REQUIREMENTS**

Unless otherwise specified in the solicitation or procurement, the following Insurance Requirements shall apply. These Insurance Requirements establish minimum types and limits of insurance coverage for many contract situations entered into by State. It is possible that certain contract exposures are not addressed. Risk management and insurance questions regarding any Contract to be entered into by State, including any that may be deemed “high-risk procurement” (*i.e.*, either by amount of the procurement or solicitation and/or Contract Party’s scope of services) should be reviewed with State Risk Management personnel at (401) 222-6200.

Schedule A1: General Requirements

Schedule A3: Information Technology

## Schedule A1 – General Requirements

### Definitions

**“State:”** *The State of Rhode Island and its branches, departments, agencies, offices, commissions, any using entity authorized by R.I. Gen. Laws § 37-2-1, et seq., to participate in a procurement or solicitation and any other party directed by the State and the officers, directors, officials, agents, employees, independent contractors and volunteers of any of them.*

**“Contract Party:”** *Any person, organization or entity that is a Contract Party with State in which the Contract Party (i.e., vendor) provides services or products to State. Contract Party shall also include as insured persons Contract Party’s officers, directors, officials, and employees. For purposes of this document, Contract Party does not include any branches, departments, agencies, offices, or commissions of the State that may contract with any other State branches, departments, agencies, offices, or commissions.*

### Required Insurance

Contract Party shall procure **Required Insurance** as defined herein:

- a. At the sole cost and expense of Contract Party.
- b. Obtain and maintain such **Required Insurance** in full force and effect during the entire term of the Contract until all obligations of Contract Party have been discharged, including any warranty periods or extended reporting periods, against claims that may arise out of, are alleged to arise out of, directly or indirectly, in whole or in part, from or in connection with the Contract and/or result from the performance of the Contract.
- c. Any self-insured retention under the policies shall be the sole responsibility of the Contract Party and shall be disclosed to the State authorized personnel.
- d. Any required liability insurance policy that is to insure any form of products liability and/or completed operations exposure created by Contract Party must provide extended coverage as follows:
  1. When required liability insurance policy uses “Occurrence” coverage trigger (including that known as “Reported Occurrence”):
    - a. Policy issued by same insurer for Contract Party as of effective date of Contract between State and Contract Party or by comparable insurer providing renewal insurance policy of 1-same coverage terms and conditions of prior expired policy or 2-coverage at least equal to that required by Contract.
    - b. Such coverage must be provided for a period of not less than three (3) years after the later of:
      - i. when the Contract has ended; or
      - ii. when products or services have been put to intended use; or
      - iii. when hardware, software, buildings, other physical structures or repairs have been put to intended use.
    - c. Such required insurance can be provided by annual insurance policies or by single runoff policy commonly referred to as “discontinued products or operations.”
  2. When required liability insurance policy uses any form of “claims-first made trigger:”
    - a. Policy issued by same insurer for Contract Party as of effective date of Contract between State and Contract Party or by comparable insurer providing renewal insurance policy of 1-same coverage terms and conditions

- of prior expired policy or 2-coverage at least equal to that required by Contract.
- b. Provide coverage with a retroactive date on or before the effective date of the Contract or at the beginning of Contract work.
- c. Such coverage must be provided for a period of not less than three (3) years after the later of:
  - i. when the Contract has ended; or
  - ii. when products or services have been put to intended use; or
  - iii. when hardware, software, buildings, other physical structures or repairs have been put to intended use.
- d. Such required insurance can be provided by annual insurance policies or by single runoff policy commonly referred to as “discontinued products or operations.”
- e. If “claims-first made” liability insurance policy is cancelled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Contract date, the Contract Party must purchase extended reporting coverage for a minimum of three (3) years after completion of work.
- f. **Required Insurance** limits to be provided by single insurance policy or through layered excess insurance policies to obtain overall required limit(s).
- g. Contract Party shall ensure and be solely responsible for ensuring that its subcontractors maintain insurance coverage as required in the Contract, but at levels no less than those required by applicable law and customary in the relevant industry.
- h. If applicable, any insurance obtained by Contract Party that includes an “insured vs. insured” exclusion must be revised to exclude State as Additional Insured.
- i. State Purchasing Agent reserves the right to consider and accept alternative forms and plans of insurance or to require additional more extensive coverage for any individual requirement and can modify types of insurance and revise limits required of Contract Party at any time during the term of this Contract.

**Required Insurance:**

1. Commercial General Liability Insurance. Commercial General Liability Insurance (“CGL”) based on Insurance Services Office (“ISO”) most recent version of Commercial General Liability policy form CG00 01, or its equivalent:
  - a. Covering bodily injury (including death), property damage, personal and advertising injury, independent contractors, products and completed operations and contractual liability.
  - b. Such insurance coverage is subject to a minimum combined single limit of \$1,000,000 per occurrence, \$1,000,000 general aggregate and \$1,000,000 products/completed operations aggregate.
  - c. Shall include waiver of subrogation in favor of State.
  - d. Include State as additional insured as respects insurable liabilities assumed under the Contract on a primary and non-contributory basis.
  - e. If requested and applicable, the Contract Party shall submit a copy of blanket endorsement evidencing the State as additional insured on a primary and non-contributory basis and a waiver of subrogation in favor of State. Certificates of insurance and blanket endorsements required hereunder are subject to review by the authorized State personnel to confirm compliance with the requirements hereunder, it being understood that the form of certificate or blanket endorsement shall not be subject to approval. If any non-conformance is noted, Contract Party will work with State to provide updated certificates evidencing the requirements.
2. Automobile Liability Insurance. Automobile Liability Insurance based on ISO most recent version of Business Automobile Policy (“BAP”) CA 00 01, or its equivalent:

- a. Covering bodily injury and property damage for any vehicles used in conjunction with the performance of this Contract including owned, non-owned, and hired vehicles.
  - b. If a Contract Party does not own any vehicle at any time during the duration of this Contract then the Contract Party can seek hired and non-owned automobile coverage as provided by BAP or by hired non-owned automobile coverage endorsement to CGL.
  - c. At a minimum Contract Party must maintain hired and non-owned automobile coverage for the full duration of this Contract.
  - d. Such insurance coverage is subject to a minimum combined single limit of \$1,000,000 per occurrence.
  - e. Shall include waiver of subrogation in favor of State.
  - f. Include State as additional insured as respects insurable liabilities assumed under the Contract on a primary and non-contributory basis to the extent such claims are otherwise covered by required policies and Contract Party has assumed liability under the Contract.
  - g. If requested, the Contract Party shall submit a copy of blanket endorsement evidencing the State as additional insureds on a primary and non- contributory basis and a waiver of subrogation in favor of State. Certificate of insurance and blanket endorsements required hereunder are subject to review by the authorized State personnel to confirm compliance with the requirements hereunder, it being understood that the form of certificate or blanket endorsement shall not be subject to approval. If any non-conformance is noted, Contract Party will work with State to provide updated certificates evidencing the requirements.
3. Workers' Compensation and Employers' Liability.
- a. Statutory coverage as required by the workers' compensation laws of the State of Rhode Island, plus any applicable state law other than State of Rhode Island if employee(s) state of hire is other than State of Rhode Island or employee(s) work related to the Contract is not in the State of Rhode Island.
  - b. Policy form based on NCCI or its equivalent.
  - c. Employers' Liability with minimum limits of \$100,000 each accident, \$100,000 disease or policy limit and \$100,000 each employee or minimum amount necessary for Contract Party.
  - d. A Contract Party neither eligible for, nor entitled to, Worker's Compensation who is an independent Contract Party under Rhode Island law must comply with the statutory procedure precluding an independent Contract Party from bringing a workers' compensation claim against the State.
  - e. Policy to include waiver of subrogation in favor of State.
  - f. If requested, the Contract Party shall submit a copy of blanket endorsement evidencing the waiver of subrogation in favor of the State. Certificates of insurance and blanket endorsements are subject to review by the State authorized personnel to confirm compliance with the requirements hereunder, it being understood that the form of certificate or blanket endorsement shall not be subject to approval. If any non-conformance is noted, Contract Party will work with State to provide updated certificates evidencing the requirements.

Crime insurance, as applicable to the procurement or solicitation:

4. Crime Insurance. Crime Insurance to cover dishonest acts of Contract Party that result in a loss of any State property, including funds or securities of any kind, plus any other entity or person's property, including funds or securities of any kind, entrusted to the State that is in the custody or control of the Contract Party. The policy shall:
- a. Include insuring agreements for employee dishonesty, forgery/alteration, theft of money and securities, robbery and safe burglary, money order and counterfeit currency, computer crime and funds transfer fraud.

- b. Include an endorsement for "Client's Property" ;
- c. Have minimum limits of not less than \$500,000 per claim.
- d. Name State as loss payee.
- e. Not contain a condition requiring an arrest.
- f. When Contract Party has custody of State funds in excess of \$250,000 then Contract Party must have crime coverage commonly referred to as Social Engineering Fraud ("SEF") in minimum limits of not less than \$3,000,000 per claim.

**All Required Insurance shall be:**

1. Placed with insurers:
  - a. Authorized to do business in Rhode Island and, when admitted insurers are not possible, then use of non-admitted insurers will be allowed.
  - b. Rated "A-," class X or better by A.M. Best Company, Inc.
  - c. Any insurer with a lesser financial rating must be approved by the authorized State personnel.
2. The legal defense provided to the State under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary.
3. As evidence of the insurance required by this Contract, the Contract Party shall furnish to State Certificates of Insurance, including confirmation of all required policy endorsements including, but not limited to, blanket additional insured endorsements:
  - a. Contract Party will use reasonable efforts to give ten (10) days prior written notice to the State prior to cancellation or non-renewal of any of the policies providing such coverage; provided, however that Contract Party shall not be obligated to provide such notice if, concurrently with such cancellation or non-renewal, Contract Party obtains coverage from different insurer(s) meeting the requirements described herein. Such notice shall be sent to Department of Administration, Division of Purchases Attn: Purchasing Agent, One Capitol Hill, Providence, RI 02908.
  - b. Certificates of Insurance and required endorsements shall thereafter be submitted annually or earlier upon expiration and renewal of any of the policies.
4. The Contract Party shall be responsible to obtain and maintain insurance on any real or personal property owned, leased or used by State that is in the care, custody or control of Contract Party. All property insurance of Contract Party must include a waiver of subrogation that shall apply in favor of the State.
5. No warranty is made that the coverages and limits listed herein are adequate to cover and/or protect the interests of the Contract Party for the Contract Party's operations. These are solely minimums to protect the interest of State.
6. State shall be indemnified and held harmless as required by the Contract and to the full extent of any coverage actually secured by the Contract Party in excess of the minimum requirements set forth above subject to any agreed to indemnification limitations in the Contract.
7. The Contract Party shall use at its own risk and insure at its own cost any of its owned, leased or used real or personal property. All such insurance of Contract Party must include a waiver of subrogation that shall apply in favor of the State.
8. The Contract Party shall comply with any other insurance requirements including, but not limited to, additional coverages or limits contained in the procurement or solicitation.

9. Failure to maintain the amounts of coverage required herein is a material breach entitling the State to terminate or suspend the Contract if Contract Party fails to cure such breach within thirty (30) days.
10. These Insurance Requirements shall survive expiration or termination of the Contract.

## Schedule A3 – Required Insurance – Information Technology and/or Cyber/Privacy

### Definitions

**“State:”** *The State of Rhode Island and its branches, departments, agencies, offices, commissions, any using entity authorized by R.I. Gen. Laws § 37-2-1, et seq. to participate in a procurement and any other party directed by the State and the officers, directors, officials, agents, employees, independent contractors and volunteers of any of them.*

**“Contract Party:”** *Any person, organization or entity that is a Contract Party with State in which the Contract Party (i.e., vendor) provides services or products to State. Contract Party shall also include as insured persons Contract Party’s officers, directors, officials, and employees. For purposes of this document “Contract Party” does not include any branches, departments, agencies, offices, or commissions of the State that may contract with any other State branches, departments, agencies, offices, commissions.*

### Required Insurance

Contract Party shall procure **Required Insurance** as defined herein:

- a. At the sole cost and expense of Contract Party.
- b. Obtain and maintain such **Required Insurance** in full force and effect during the entire term of the Contract until all obligations of Contract Party have been discharged, including any warranty periods or extended reporting periods, against claims that may arise out of, are alleged to arise out of, directly or indirectly, in whole or in part, from or in connection with the Contract and/or result from the performance of the Contract.
- c. Any self-insured retention under the policies shall be the sole responsibility of the Contract Party and shall be disclosed to the State authorized personnel.
- d. Any required liability insurance policy that is to insure any form of products liability and/or completed operations exposure created by Contract Party must provide extended coverage as follows:
  1. When required liability insurance policy uses “Occurrence” coverage trigger (Including that known as “Reported Occurrence”):
    - a. Policy issued by same insurer for Contract Party as of effective date of Contract between State and Contract Party or by comparable insurer providing renewal insurance policy of 1-same coverage terms and conditions of prior expired policy or 2-coverage at least equal to that required by Contract.
    - b. Such coverage must be provided for a period of not less than three (3) years after the later of:
      - i. when the Contract has ended; or
      - ii. when products or services have been put to intended use; or
      - iii. when hardware, software, buildings, other physical structures or repairs have been put to intended use.
    - c. Such required insurance can be provided by annual insurance policies or by single runoff policy commonly referred to as “discontinued products or operations.”
  2. When required liability insurance policy uses any form of “claims-first made trigger:”
    - a. Policy issued by same insurer for Contract Party as of effective date of Contract between State and Contract Party or by comparable insurer providing renewal insurance policy of 1-same coverage terms and conditions of prior expired policy or 2-coverage at least equal to that required by Contract.
    - b. Provide coverage with a retroactive date on or before the effective date of the Contract or at the beginning of Contract work.

- c. Such coverage must be provided for a period of not less than three (3) years after the later of:
  - i. when the Contract has ended; or
  - ii. when products or services have been put to intended use; or
  - iii. when hardware, software, buildings, other physical structures or repairs have been put to intended use.
- d. Such required insurance can be provided by annual insurance policies or by single runoff policy commonly referred to as “discontinued products or operations.”
- e. If “claims-first made” liability insurance policy is cancelled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Contract date, the Contract Party must purchase extended reporting coverage for a minimum of three (3) years after completion of work.
- f. **Required Insurance** limits to be provided by single insurance policy or through layered excess insurance policies to obtain overall required limit(s).
- g. Contract Party shall ensure and be solely responsible for ensuring that Contract Party’s subcontractors maintain insurance coverage as required in the Contract, but at levels no less than those required by applicable law and customary in the relevant industry.
- h. If applicable, any insurance obtained by Contract Party that includes an “insured vs. insured” exclusion must be revised to exclude State as Additional Insured.
- i. State Purchasing Agent reserves the right to consider and accept alternative forms and plans of insurance or to require additional more extensive coverage for any individual requirement and can modify types of insurance and revise limits required of Contract Party at any time during the term of this Contract.

**Required Insurance:**

1. Commercial General Liability Insurance. Commercial General Liability Insurance (“CGL”) based on Insurance Services Office (“ISO”) most recent version of Commercial General Liability policy form CG00 01, or its equivalent:
  - a. Covering bodily injury (including death), property damage, personal and advertising injury, independent contractors, products and completed operations and contractual liability.
  - b. Such insurance coverage is subject to a minimum combined single limit of \$1,000,000 per occurrence, \$1,000,000 general aggregate and \$1,000,000 products/completed operations aggregate.
  - c. Shall include waiver of subrogation in favor of State.
  - d. Include State as additional insureds as respects insurable liabilities assumed under the Contract on a primary and non-contributory basis.
  - e. If requested and applicable, the Contract Party shall submit a copy of blanket endorsement evidencing the State as additional insureds on a primary and non-contributory basis and a waiver of subrogation in favor of the State. Certificates of insurance and blanket endorsements required hereunder are subject to review by the authorized State personnel to confirm compliance with the requirements hereunder, it being understood that the form of certificate or blanket endorsement shall not be subject to approval. If any non-conformance is noted, Contract Party will work with State to provide updated certificates evidencing the requirements.
2. Automobile Liability Insurance. Automobile Liability Insurance based on ISO most recent version of Business Automobile Policy (“BAP”) CA 00 01, or its equivalent:
  - a. Covering bodily injury and property damage for any vehicles used in conjunction with the performance of this Contract including owned, non-owned, and hired vehicles.
  - b. If a Contract Party does not own any vehicle at any time during the duration of this Contract then the Contract Party can seek hired and non-owned automobile coverage

- as provided by BAP or by hired non-owned automobile coverage endorsement to CGL.
  - c. At a minimum Contract Party must maintain hired and non-owned automobile coverage for the full duration of this Contract.
  - d. Such insurance coverage is subject to a minimum combined single limit of \$1,000,000 per occurrence.
  - e. Shall include waiver of subrogation in favor of State.
  - f. Include State as additional insureds as respects insurable liabilities assumed under the Contract on a primary and non-contributory basis to the extent such claims are otherwise covered by required policies and Contract Party has assumed liability under this Contract.
  - g. If requested, the Contract Party shall submit a copy of blanket endorsement evidencing the State as additional insureds on a primary and non- contributory basis and a waiver of subrogation in favor of the State. Certificates of insurance and blanket endorsements required hereunder are subject to review by the authorized State personnel to confirm compliance with requirements hereunder, it being understood that the form of certificate or blanket endorsement shall not be subject to approval. If any non-conformance is noted, Contract Party will work with State to provide updated certificates evidencing the requirements.
3. Workers' Compensation and Employers' Liability.
- a. Statutory coverage as required by the workers' compensation laws of the State of Rhode Island, plus any applicable state law other than State of Rhode Island if employee(s) state of hire is other than State of Rhode Island or employee(s) work related to the Contract is not in the State of Rhode Island.
  - b. Policy form based on NCCI or its equivalent.
  - c. Employers' Liability with minimum limits of \$100,000 each accident, \$100,000 disease or policy limit and \$100,000 each employee or minimum amount necessary for Contract Party.
  - d. A Contract Party neither eligible for, nor entitled to, Worker's Compensation who is an independent Contract Party under Rhode Island law must comply with the statutory procedure precluding an independent Contract Party from bringing a workers' compensation claim against the State.
  - e. Policy to include waiver of subrogation in favor of State.
  - f. If requested, the Contract Party shall submit a copy blanket endorsement evidencing the waiver of subrogation in favor of the State. Certificates of insurance and blanket endorsements required hereunder are subject to review by the State authorized personnel to confirm compliance with the requirements hereunder, it being understood that the form of certificate or blanket endorsement shall not be subject to approval. If any non-conformance is noted, Contract Party will work with State to provide updated certificates evidencing the requirements.
4. Professional Liability/Cyber Privacy. Errors and Omission Insurance covering damages to Insured Parties caused by any error, omission, wrongful act or breach of Contract in performance of contracted professional services by Contractor.
- a. Such insurance to have minimum limits of \$20,000,000 per occurrence and \$20,000,000 annual aggregate.

- b. Such insurance to include insuring agreements as identified below either as modules in master policy or as separate insurance policies.
- c. Policy to include waiver of subrogation in favor of State to the extent coverage to Contract Party is not impaired.
- d. Certificates of insurance required hereunder are subject to review by the authorized State personnel to confirm compliance with the requirements hereunder, it being understood that the form of certificate shall not be subject to approval. If any non-conformance is noted, Contract Party will work with State to provide updated certificates evidencing the requirements.

#### Information Technology

Minimum coverage for Contract Party is liability insuring agreements for loss resulting from: (1) technology services, (2) technology products, (3) media content, (4) network security breaches and breach expenses incurred by State.

#### **Cyber/Privacy Insurance**

Coverage for Contract Party to include:

- i. Regulatory liability;
  - ii. Information security and privacy, regardless of the media involved;
  - iii. Network interruption and/or business interruption;
  - iv. Digital asset loss of State;
  - v. Event breach costs including but not limited to crisis management (such as forensic investigation, legal fees), public relations, notification costs, call center operation costs, credit file monitoring and identity theft insurance;
  - vi. Placing and lifting of security freezes;
  - vii. Cyber extortion;
  - viii. Online media liability (i.e. including but not limited to website content);
  - ix. Costs to defend, including but limited attorney fees and settle; and,
  - x. Fines and penalties when insurable under appropriate state or federal law.
- e. Coverage to include but not be limited to damage by Contract Party to States' records (whether e-data or other) product failure, security failure, privacy failure of e-data records, privacy failure of other than e-data records, intellectual property infringement (excluding patent infringement), and including contingent personal injury as customarily insured by this type of insurance policy.

Crime Insurance as applicable to the procurement or solicitation:

5. Crime Insurance. Crime Insurance to cover dishonest acts of Contract Party that result in a loss of any State property, including funds or securities of any kind, plus any other entity or person's property, including funds or securities of any kind, entrusted to the State that is in the custody or control of the Contract Party. The policy shall:
  - a. Include insuring agreements for employee dishonesty, forgery/alteration, theft of money and securities, robbery and safe burglary, money order and counterfeit currency, computer crime and funds transfer fraud.
  - b. Include an endorsement for "Client's Property".
  - c. Have minimum limits of not less than \$500,000 per claim.
  - d. Name the State as loss payee.
  - e. Not contain a condition requiring an arrest.
  - f. When Contract Party has custody of State funds in excess of \$250,000 then Contract Party must have crime coverage commonly referred to as Social Engineering Fraud

("SEF") in minimum limits of not less than \$3,000,000 per claim.

**All Required Insurance shall be:**

1. Placed with insurers:
  - a. Authorized to do business in Rhode Island.
  - b. Rated "A-," class X or better by A.M. Best Company, Inc.
  - c. Any insurer with a lesser financial rating must be approved by the authorized State personnel.
2. The legal defense provided to the State under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary.
3. As evidence of the insurance required by this Contract, the Contract Party shall furnish to State Certificates of Insurance, including confirmation of all required policy endorsements including, but not limited to, blanket additional insured endorsements:
  - a. Contract Party will use reasonable efforts to give ten (10) days prior written notice to State prior to cancellation or non-renewal of any of the policies providing such coverage; provided, however that Contract Party shall not be obligated to provide such notice if, concurrently with such cancellation or non-renewal, Contract Party obtains coverage from different insurer(s) meeting the requirements described herein. Such notice shall be sent to: Department of Administration, Division of Purchases Attn: Purchasing Agent, One Capitol Hill, Providence, RI 02908.
  - b. Certificates of Insurance and required endorsements shall thereafter be submitted annually or earlier upon expiration and renewal of any of the policies.
4. The Contract Party shall be responsible to obtain and maintain insurance on any real or personal property owned, leased or used by State that is in the care, custody or control of Contract Party. All property insurance of Contract Party must include a waiver of subrogation that shall apply in favor of the State.
5. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Contract Party for the Contract Party's operations. These are solely minimums that have been established to protect the interest of the State.
6. State shall be indemnified and held harmless as required by the Contract and to the full extent of any coverage actually secured by the Contract Party in excess of the minimum requirements set forth above subject to any agreed to indemnification limitations in the Contract.
7. The Contract Party shall use at its own risk and insure at its own cost any of its owned, leased or used real or personal property. All such insurance of Contract Party must include a waiver of subrogation that shall apply in favor of the State.
8. The Contract Party shall comply with any other insurance requirements including, but not limited to, additional coverages or limits contained in the procurement or solicitation.
9. Failure to maintain the amounts of coverage required herein is a material breach entitling the State to terminate or suspend the Contract if Contract Party fails to cure such breach within thirty (30) days.
10. These Insurance Requirements shall survive expiration or termination of the Contract.

## GENERAL CONDITIONS – ADDENDUM B

### IT REQUIREMENTS AND POLICIES ADDENDUM

As of: December 5, 2023

#### General Provisions

This General Condition (“GC”) Addendum B (“Addendum”) to the General Conditions of Purchase, available at <https://rules.sos.ri.gov/regulations/part/220-30-00-13>, is effective upon issuance of the purchase order/agreement by the Division of Purchases and is entered into between Your Company (“Vendor”) and the State of Rhode Island Department of Administration, Division of Information Technology (“DOIT”), on behalf of the State of Rhode Island (“State”)(collectively “Parties”) for a Dell-branded hosted solution, services or product under which the following terms and conditions shall apply:

#### 1. Overview

This addendum is applicable to all IT Projects and addresses the IT [Information Technology]

- IT Terms and Requirements as detailed in section 1.1 to the extent applicable and mutually agreed to by the parties in a SOW and
- IT Policies and Procedures detailed in **Exhibit 1 – IT Policies** to the extent applicable and mutually agreed to by the parties in a SOW. [Further can be obtained through the below referenced link for the latest document] For purposes of clarification, Vendor shall use commercially reasonable efforts to comply with the IT Policies and Procedures detailed in Exhibit 1 – IT Policies to the extent applicable and mutually agreed to by the parties in a SOW where required.

<https://www.ri.gov/app/doa/policies/policies?utf8=%E2%9C%93&search%5Bquery%5D=&search%5Bdivision%5D=1&commit=Search>

## 1.1 IT Terms & Requirements

| Service Area                                      | Terms                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Deliverables                  |
|---------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|
| Business Continuity and Disaster Management Plans | <p>Unless otherwise agreed differently in the Statement of Work (SOW) :</p> <p>Where applicable, Business Continuity Plans (“BCP(s)”) Vendor maintains enable Vendor to fulfill its obligations under the Contract specifically in the event of a business interruption, caused by the material loss of operational resources due to a natural or man-made event. Such Business Continuity Plans detail Vendor’s plans for recovering from a business interruption and resuming normal business operations as soon as reasonably practicable. Vendor will make reasonable attempts, under the circumstances, to timely contact Customer in the event of a business interruption that materially impacts Customer.</p> <p>Due to the confidential, proprietary, and generally sensitive nature of the strategy, contact lists, succession plans, vendor lists etc. held within Vendor’s Business Continuity, Crisis Management, and Disaster Recovery plans, Vendor does not share or provide these documents externally. Vendor will be happy to answer your questions about Vendor’s corporate resiliency programs and recovery capabilities.</p> | As detailed and agreed in SOW |
| Service Level Management                          | Provide Project specific SLA and Metrics                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | As agreed in SOW              |
| Governance & Reporting                            | Conduct and Report Weekly , Monthly and Quarterly Project Status report and address Issues and action items.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | As agreed in SOW              |

## 2. Entire Agreement

This Addendum, along with the Participating Addendum Number 3870457, State’s General Conditions of Purchase (220-RICR-30-00-13) and any other applicable GC Addenda, including, but not limited to GC Addendum A – Insurance Requirements as mutually agreed to by the parties and any SOW thereunder shall represent the entire understanding and agreement of the Parties, including both the implementation and hosting of the Solution. The terms stated herein are intended to be in addition to the terms stated in the State’s General Conditions of Purchase. However, in the event that any of the specific terms stated herein directly conflict with any general terms in the State’s General Conditions of Purchase, the Parties agree that the terms stated herein shall supersede.

## 3. Term

As stated in the Agreement or PO.

#### **4. Intellectual Property**

Preexisting software and any upgrades and/or updates directly to the existing software are the intellectual property of the Vendor. The Vendor retains ownership, title, copyright, and all other intellectual property rights of the preexisting software and any upgrades and/or updates. The State shall not have the right to claim any ownership, copyright, or financial compensation with respect to the pre-existing software.

Moreover, the State agrees it will not decompile, reverse engineer, disassemble, or otherwise interfere with the Solution or part thereof for profit or without profit, without written permission from the Vendor. State agrees it may not modify, adapt, translate, or create derivative works directly using the Solution's proprietary software or any part thereof for any reason whatsoever whether for profit or without profit, without written permission from the Vendor.

#### **5. Grant of License to Access and Use Service.**

Vendor hereby grants to the State, including to all the State's Authorized Users, a non-exclusive, non-sublicensable, non-assignable, non-transferable, revocable (in the case of non-payment, or any breach of the Participating Addendum or any applicable Service Specification) license to use the Solution solely for State's internal business operations, according to the applicable Service Description, as mutually agreed to in a SOW, and the terms and policies of the Agreement.

The State's rights to use the Software delivered by Vendor are governed by the terms of the applicable end-user license agreement. Unless different terms have been agreed between the parties, the terms posted on [www.dell.com/eula](http://www.dell.com/eula) (the "EULA") shall apply. Vendor will provide a hard copy of the applicable terms upon request. Unless expressly otherwise agreed, microcode, firmware or operating system software required to enable the Equipment with which it is shipped to perform its basic or enhanced functions, is licensed for use solely on such Equipment.

#### **6. Service**

Vendor shall use commercially reasonable efforts to maintain the availability of the Solution and secure the Solution. Availability of software shall subject to any applicable Service Level Agreements (SLAs) as mutually agreed to by the parties in the applicable SOW. Vendor shall use commercially reasonable efforts to provide reasonable advance notice of any software maintenance downtime, which should be kept to a minimum.

#### **7. Warranties**

As stated in 13.12 of the General Conditions

## **8. Limitation of Liability**

Liability shall be limited as stated in Section 35 of the Master Agreement.

## **9. Insurance Requirements**

Vendor shall maintain required insurance through the life of the Agreement and provide evidence thereof. Required insurance shall be in accordance with the requirements and terms of GC Addendum A – Schedule A3 IT Insurance Requirements as mutually agreed to by the parties.

## **10. Upgrades**

State shall be entitled to any update, patches and bug fixes of Dell-branded Software as provided in the applicable end user license agreement, applicable Service Description and appropriate software support contract.

## **11. Payment Schedule**

[As provided in the applicable SOW.]

## **12. Notices**

All notices should be sent as follows:

Dell Marketing L.P.  
One Dell Way  
Round Rock, Texas 78682  
Attn: Jenne Tamayo and Ashley Salinas  
[STATE Information]

## **13. Severability**

In case any provision in this Addendum shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

## Exhibit 1 – IT Policies

Instructions : Please use Control + Click to open any below document

|   | IT Policy Name                                   | Document Location                                                                        | Summary                                                                                                                                                                                                                                                                              |
|---|--------------------------------------------------|------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | Access Control Policy                            | <a href="#"><u>ETSS Policy 10-10 Access Control AC .pdf</u></a>                          | Employees and vendors accessing State or Rhode Island information resources who use password authentication shall use a password that complies with this policy.                                                                                                                     |
| 2 | Assessment, Authorization, and Monitoring Policy | <a href="#"><u>ETSS Policy 10-23 Assessment Authorization and Monitoring CA .pdf</u></a> | To establish policy for the effective implementation of security controls to safeguard State of Rhode Island IT system resources, infrastructure, and data.                                                                                                                          |
| 3 | Audit and Accountability Policy                  | <a href="#"><u>ETSS Policy 10-13 Audit and Accountability AU .pdf</u></a>                | To provide the Agency with policy, standards and guidelines for establishing and effectively managing an Information Systems Audit and Accountability program at the Agency.                                                                                                         |
| 4 | Awareness and Training Policy                    | <a href="#"><u>ETSS Policy 10-26 Awareness and Training AT .pdf</u></a>                  | To establish policy that ensures information system users are aware of current threats to information security and are adequately trained to perform their assigned roles and responsibilities in a manner that maintains system security.                                           |
| 5 | Bring Your Own Device Security Policy            | <a href="#"><u>DOIT Bring Your Own Device Security Policy 4-1-16.pdf</u></a>             | To establish a Bring Your On Device Security Policy for the effective management of personally owned mobile devices used to access State networks, applications and/or data and to ensure the confidentiality, integrity, and availability of State networks, applications and data. |
| 6 | Configuration Management Policy                  | <a href="#"><u>ETSS Policy 10-14 Configuration Management CM .pdf</u></a>                | To establish a Configuration Management Policy for effectively managing risk associated with changes to and that have an impact on system configurations, baseline configuration settings and overall information system security,                                                   |
| 7 | Contingency Planning Policy                      | <a href="#"><u>ETSS Policy 10-28 Contingency Planning CP .pdf</u></a>                    | To establish policy for effective contingency planning that enables the restoration and continuity of operations of mission-critical assets and business functions.                                                                                                                  |
| 8 | Federal Tax Information Access Policy            | <a href="#"><u>ETSS Policy 10-11 Federal Tax Information Access FTI .pdf</u></a>         | To establish policy that adequately protects and ensures the confidentiality of federal tax information (FTI) in accordance with Internal Revenue Service (IRS) has issued Publication 1075 entitled "Tax                                                                            |

|    |                                                |                                                                                         |                                                                                                                                                                                                                                                                                                    |
|----|------------------------------------------------|-----------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    |                                                |                                                                                         | Information Security Guidelines for Federal, State, and Local Agencies” (IRS Publication 1075).                                                                                                                                                                                                    |
| 9  | Identification and Authorization Policy        | <a href="#"><u>ETSS Policy 10-20 Identification and Authentication IA .pdf</u></a>      | To establish policy for identifying and authenticating user access to information systems and network resources that ensures user access is authorized, confidential and sensitive data is protected, and accountability is maintained.                                                            |
| 10 | Incident Handling and Response Policy          | <a href="#"><u>ETSS Policy 10-12 Incident Handling and Response IR .pdf</u></a>         | To establish policy for the effective and timely management of IT security related incidents to safeguard State of Rhode Island IT resources, infrastructure, and data.                                                                                                                            |
| 11 | Information Technology Project Approval Policy | <a href="#"><u>IT-07-02 Information Technology Project Approval Policy 2022.pdf</u></a> | Prior to the expenditure of State resources, the State CDO/CIO will ensure that all major information technology (IT) efforts are consistent with the State of Rhode Island's strategic direction and will be delivered within the DoIT Project Management Framework.                              |
| 12 | IT Systems and Services Acquisition Policy     | <a href="#"><u>ETSS Policy 10-17 System and Services Acquisition SA .pdf</u></a>        | This policy provides requirements for the IT system and service acquisition process required to assure that information systems are acquired using controls sufficient to safeguard the State's information systems.                                                                               |
| 13 | Media Handling and Security Policy             | <a href="#"><u>ETSS Policy 05-01 Media Protection MP .pdf</u></a>                       | To establish policy for effectively handling and securing media in a manner that protects the confidentiality and integrity of data maintained on digital and non-digital media.                                                                                                                   |
| 14 | Mobile Device Security Policy                  | <a href="#"><u>ETSS Policy 10-04 Mobile Device Security.pdf</u></a>                     | Establish policy for effectively managing and securing mobile devices that store, process, or transmit state data.                                                                                                                                                                                 |
| 15 | Personnel Security Policy                      | <a href="#"><u>ETSS Policy 10-21 Personnel Security PS .pdf</u></a>                     | To establish a personnel security policy that provides effective governance of personnel to ensure the security of sensitive information systems and data.                                                                                                                                         |
| 16 | Physical and Environmental Security Policy     | <a href="#"><u>ETSS Policy 10-16 Physical and Environmental Security PE .pdf</u></a>    | To establish policy for the implementation of adequate physical and environmental security controls at data centers and facilities where data centers reside to ensure the protection of information systems and supporting components and infrastructure from physical and environmental hazards. |

|    |                                                                                |                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|----|--------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 17 | Risk Assessment Policy                                                         | <a href="#"><u>ETSS Policy 10-25 Risk Assessment RA .pdf</u></a>                        | To establish policy that effectively manages inherent risk, vulnerabilities, threats, and countermeasures based on the criticality of the information system and data to ensure its confidentiality, integrity, and availability, and achieve an acceptable level of enterprise risk.                                                                                                                                                                                                                                                                                                                                       |
| 18 | Security and Risk Program Management                                           | <a href="#"><u>ETSS PM-1 Security and Risk Program Management Rev1.2.pdf</u></a>        | The Security and Risk Management Program defines the foundation for information technology security in Rhode Island. It establishes the Statewide information security standards, providing direction for the Chief Information Security Officer (CISO) to establish a set of standards for information technology security to maximize the functionality, security, and interoperability of the State's distributed information technology assets, including, but not limited to, data classification and management, communications, and encryption technologies. These standards apply to all executive branch agencies. |
| 19 | Security Planning Policy                                                       | <a href="#"><u>ETSS Policy 10-18 Security Planning PL .pdf</u></a>                      | To establish policy for the effective management of Enterprise risk via a security planning program to ensure the confidentiality, integrity, and availability of information systems and data.                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 20 | Service and Support for Cell Phones, Blackberries and Mobile Broadband Devices | <a href="#"><u>DOIT 09-01 Mobile Devices Service and Support Policy 4-13-11.pdf</u></a> | The purpose of the policy is to identify the process and procedures, to be followed by state agencies and departments in the executive branch, for procurement and support of cellular telephones, Blackberry devices, and mobile broadband devices (aircards).                                                                                                                                                                                                                                                                                                                                                             |
| 21 | Social Networking Policy                                                       | <a href="#"><u>IT-10-09 Policy on Social Networking.pdf</u></a>                         | This policy is aimed at allowing state agencies and departments the benefit of using social networking for the performance of state business, to communicate with the public, protect the infrastructure and legal interests of the State of Rhode Island and assure that adequate bandwidth is available to conduct State business without interruption                                                                                                                                                                                                                                                                    |

|    |                                              |                                                                                              |                                                                                                                                                                                                                                             |
|----|----------------------------------------------|----------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 22 | Supply Chain Risk Management Policy          | <a href="#"><u>ETSS Policy 10-30 Supply Chain Risk Management SR .pdf</u></a>                | Establish policy for the identification, assessment, selection, and implementation of risk management processes and mitigating controls to help manage commercially available information and communications technology supply chain risks. |
| 23 | System and Information Integrity Policy      | <a href="#"><u>ETSS Policy 10-29 System and Information Integrity SI .pdf</u></a>            | To establish policy for effective system and information integrity security controls to safeguard State of Rhode Island information system resources, infrastructure, and data.                                                             |
| 24 | System Maintenance Policy                    | <a href="#"><u>ETSS Policy 10-24 System Maintenance MA .pdf</u></a>                          | To establish policy for effective and secure maintenance, repair, and diagnostic requirements of information systems and system components, both on-site or off-site, to ensure the confidentiality, integrity, and availability of data.   |
| 25 | Systems and Communications Protection Policy | <a href="#"><u>ETSS Policy 10-15 System and Communications Protection Policy SC .pdf</u></a> | To establish policy for effective information system, network, and communications security and ensure the confidentiality, integrity, and availability of information resources.                                                            |
| 26 | Technology Acceptable Use Policy             | <a href="#"><u>Policy 00-02 Technology Acceptable Use Policy 20 22.pdf</u></a>               | To establish policy for the acceptable use of State network resources. Protect employees and the workplace environment through reducing the risk of compromising State data, disruption of network resources, and legal related issues.     |

**ATTACHMENT A:**  
**MODIFICATIONS TO 220-RICR-30-00-13 GENERAL CONDITIONS OF PURCHASE**

**1. §13.4(C)(1)(e) and §13.29 are amended and restated in their entirety as follows:**

All State or Vendor obligations as described herein that expressly, or by their nature and context, are intended to survive, shall survive expiration, termination and/or cancellation of the Contract.

**2. §13.8(A) is amended and restated in its entirety as follows:**

A. Delivery must be made as ordered and in accordance with the solicitation and Vendor's proposal. If delivery qualifications do not appear on the Vendor's proposal, then the proposal shall be interpreted to mean that ~~goods are in stock and that~~ shipment of goods will be made ~~within seven (7) calendar days~~ after issuance of the Purchase Order using standard 3-5 day shipping. ~~The decision of the State Purchasing Agent as to reasonable compliance with the delivery terms shall be final. The burden of proof for delay in delivery of an order shall rest with the Vendor.~~ Except when authorized on the Purchase Order:

1. All prices shall be quoted F.O.B. destination, freight pre-paid with all transportation and handling charges paid by the Vendor;
2. Responsibility and liability for loss or damage shall remain with the Vendor until final inspection and acceptance when responsibility shall pass to the State except as to latent defects, fraud and or Vendor's warranty obligations;
3. Deliveries ~~shall~~ may be inside deliveries to other than a loading dock, front lobby or reception area and as designated in the Purchase Order if mutually agreed in writing; and,
4. Costs shall include all packaging and/or crating charges which shall be of durable construction, good condition, properly labeled and suitable for handling of contents.

**3. §13.11 is deleted in its entirety.**

**4. §13.25(E) is amended and restated in its entirety as follows:**

E. Key Personnel

If the Vendor's bid or proposal identified key personnel who would be responsible for fulfillment of the Vendor's performance obligations as defined a Statement of Work and said key personnel are for any reason no longer available, then the State Purchasing Agent may ~~request the right to approve a either authorize~~ substitution of said key personnel assigned to services performed by the Vendor as defined in a Statement of Work, or cancel the Contract. Vendor shall honor such State Purchasing Agent request to approve a substitution of said key personnel when reasonable and commercially practicable. Vendor shall maintain final authority over all personnel decisions.

**5. §13.34(C) is amended and restated as follows:**

C. The Division may post the current GC Addenda on the Division's website for reference purposes and/or may include with the solicitation. The GC Addenda includes the following:

1. GC Addendum A – General Insurance Requirements

2. GC Addendum B – Information Technology Requirements

~~3. GC Addendum C – Public Works Project Requirements (AIA Agreements)~~

~~43.~~ GC Addendum D – Agency Specific Federal Funding Requirements – Provides any requirements imposed by federal partners as negotiated at the order level when applicable.

~~5. GC Addendum E – Standard Business Associates Agreement Requirements~~

~~64.~~ GC Addendum F – Special Requirements – Requirements not otherwise addressed in the General Conditions or GC Addenda above as negotiated at the order level when applicable.

**6. Addendum A (General Insurance Requirements) is amended and restated as specified in Addendum A attached hereto.**

**7. Addendum B (IT Requirements and Policies) is amended and restated as specified in Addendum B attached hereto.**