Participating Addendum
for
Passenger Vehicle and Box Truck Rental
between
Rhode Island
and
EAN Services, LLC

This Participating Addendum is entered into by the 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 PO-10700-00050035, executed by Contractor and the State of Oregon ("Lead State") for Passenger Vehicle and Box Truck Rental ("Master Agreement"):

EAN Services, LLC ("Contractor")
600 Corporate Park Dr.
St. Louis, MO 63105

I. Participating State shall participate in:

- **a. Category One: Passenger Vehicle Rental Only** ☒
- **b. Category Two: Box Truck Rental Only** ☐
- **c. Both Passenger Vehicle and Box Trucks** ☐

II. PARTICIPATING ADDENDUM CONTACTS.

Contractor's contact for this Participating Addendum is:
Ryan Benhoff
Sales Director
Ryan.J.Benhoff@em.com
314-928-3079

Participating Entity's contact for this Participating Addendum is:
Gerald Teixeira
Senior Procurement Specialist
Gerald.Teixeira@purchasing.ri.gov
401-574-8472

III. TERM. This Participating Addendum is effective as of the date of the last signature below or 09/16/2025, whichever is later, 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 in the Master Agreement or herein.

IV. 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, and nonprofit organizations within the State if authorized herein and by law. 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.

V. **GOVERNING LAW.** The construction and effect of this Participating Addendum and any Request for Services placed hereunder will be governed by, and construed in accordance with, Participating Entity's laws.

VI. **SCOPE.** Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to 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 subject to the limitations set forth in Attachment B.

Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by mutual agreement of Participating Entity and Contractor within ten (10) calendar days of the amendment's effective date and such agreement is documented thereafter via written amendment hereto.

Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum. The terms of this Participating Addendum, including those modifying or adding to the terms of the Master Agreement, apply only to the Parties and shall have no effect on Contractor's participating addenda with other participating entities or Contractor's Master Agreement with the Lead State.

Contractor shall be fully liable for and ensure the compliance with the terms and conditions of the Master Contract and Participating Addendum, of all affiliates, subcontractors, dealers, distributors, resellers, rental entities and other partners or entities identified on Contractor's NASPO ValuePoint's webpage as authorized to provide Products and Services to Participating Entity and users of this Participating Addendum.

VII. **REQUEST FOR SERVICES.** Purchasing Entities may place a Request for Services under this Participating Addendum by referencing the applicable CD number. Any Authorized User may reserve a Passenger Vehicle or a Box Truck via a Request for Services by using the Account Number provided by Contractor to the Purchasing Entity. Each Request for Services 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.

VIII. **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 all base rental charges and the following optional products: GPS units, satellite radio service, toll device, Personal Affects Insurance (PAI), Personal Effects Coverage (PEC), and any charges for additional roadside assistance purchased by the Traveler, BUT specifically excluding: taxes, facility charges and concession recovery and other pass-through fees and charges received from Authorized Users during the reporting period. 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.

IX. FEDERAL FUNDING REQUIREMENTS. Request for Services funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Request for Services is placed or upon delivery.

When applicable, a Purchasing Entity must identify in the Request for Services any alternative or additional requirements related to the use of federal funds. By accepting the Request for Services, Contractor agrees to reasonably comply with the requirements set forth therein.

X. ATTACHMENTS. This Participating Addendum includes the following attachments:

a. Attachment A: Participating Entity Modifications and Additions to Master Agreement Terms and Conditions.
b. Attachment B: Participating Entity Product and Service Exclusions

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

For Contractor:
EAN Services, LLC
ATTN: General Counsel
600 Corporate Park Drive
St. Louis, MO 63105

With a copy to:

Ryan Benhoff
600 Corporate Park Drive
St. Louis, MO 63105

For Participating Entity:
Gerald Teixeira
Senior Procurement Specialist
Gerald.Teixeira@purchasing.ri.gov

401-574-8472

XII. SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT. Upon execution, Contractor shall promptly email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. The Parties acknowledge and agree that the Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

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

The undersigned for each Party represent 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.

PARTICIPATING ENTITY:

Amanda M. Rivers Digitally signed by Amanda M. Rivers Date: 2025.09.10 14:30:36 -04'00'

Signature

Amanda Rivers

Printed Name

Deputy Purchasing Agent

Title

9/10/2025

Date

CONTRACTOR: EAN Services, LLC

Signed by:

Matthew Morrison

AA1829FFBAC9414...

Signature

Matthew Morrison

Printed Name

Assistant Secretary

Title

September 10, 2025 | 9:14 AM PDT

Date

ATTACHMENT A: Participating Entity Modifications and Additions to Master Agreement Terms and Conditions

Any transactions arising from this Participating Addendum shall be subject to the State of 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).

Section 13.17.A.1.d. of the Rhode Island General Conditions of Purchase is hereby amended by including the following: "Confidential Information, State Data, or User Data does not include information provided to or obtained by Contractor or its Affiliates in conjunction with vehicle rental transactions or reservations (such information shall be maintained by Contractor and its Affiliates in accordance with the terms of the applicable Rental Contract, the Contractor privacy policy and applicable law)."

Section 13.21.A. of the Rhode Island General Conditions of Purchase is hereby deleted in its entirety; the Participating Entity agrees to utilize and rely upon the indemnification clause Section 9.1 set forth in the NASPO Master Agreement.

Section 13.22.A.9. is hereby amended by adding the following language: For clarity, nothing herein shall require the Contractor to take any action that would violate Federal Executive Order 14173.

Section 13.25.A. and B. are hereby amended by adding the following language: For clarity, State acknowledges and agrees that Contractor utilizes Rental Entities pursuant to the Master Agreement.

In addition to the insurance requirements as set forth in the original solicitation by the lead State, the Contractor must meet the requirements of General Conditions of Purchase, Addendum A – General Insurance Requirements, Schedule A, attached hereto and made a part hereof, for the duration of the corresponding contractual term, as amended by the parties as shown in the attachment hereto.

This Participating Addendum shall not require a Participating Entity to purchase any insurance.

Any term or condition is void to the extent it requires a Participating Entity or Purchasing Entity to indemnify, defend, hold harmless or pay attorney's fees to anyone for any reason. As a result of Rhode Island's position regarding indemnity, Rhode Island acknowledges and agrees that no Participating Entity or Purchasing Entity will have youthful drivers pursuant to Exhibit 3, Section 1.2.5 (Youthful Driver Parameters) of the Master Agreement, and no Participating Entity or Purchasing Entity will utilize Signature on File pursuant to Exhibit 4, Section 1.26 (Signature on File) of the Master Agreement.

Except for the Limitation of Liability contained in the Master Agreement Section 9.2 Indemnification, any term or condition is void to the extent it establishes a limitation of liability for the Contractor.

Each using Participating Entity's obligations and liabilities are independent of every other using Participating Entity's liabilities and obligations. No using Participating Entity shall be responsible for any other using Participating Entity's act or failure to act.

Any Contractor click-through or other additional electronic terms where a Participating Entity must accept the terms to use or access the services shall have no effect and not be binding.

Participating Entities do not agree to submit to arbitration.

Jurisdiction and venue for any lawsuits arising herefrom 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.

If applicable, Contractor must be fully registered in Ocean State Procures ("OSP") before a Supplier Contract and/or Purchase Order can be issued to memorialize the duly executed Participating Addendum.

Contractor shall accordingly adjust the Master Agreement pricing to include the Administrative Fee provided that no such adjustment will affect the NASPO ValuePoint Administrative Fee percentage, or the prices paid by Purchasing Entities outside the jurisdiction of the State.

Addendum A – General Insurance Requirements

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 A2: Professional Services~~

~~Schedule A3: Information Technology~~

~~Schedule A4: Public Works~~

~~Schedule A5: Department of Transportation Projects~~

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, agents, employees, subcontractors, independent contractors, volunteers and any other entity or person for which the Contract Party is legally responsible. 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 or form of self-insurance under the policies shall be the sole responsibility of the Contract Party ~~and shall be disclosed to and acceptable 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 five (5) 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 five (5) 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 five (5) years after completion of work.

f. **Required Insurance** limits to be provided by single insurance policy or through "follow form primary" layered excess insurance policies to obtain overall required limit(s).

g. Contract Party's subcontractors to maintain same insurance.

h. 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), broad form 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. The general aggregate must be on a "per project" or "per location" basis.~~
   d. Shall include waiver of subrogation in favor of State.
   e. Include State as additional insured on a primary and non-contributory basis.
   f. The Contract Party shall submit a copy of any policy endorsement, or blanket endorsement, evidencing the State as additional insured1 on a primary and non-contributory basis and a waiver of subrogation in favor of State. All endorsements shall be subject to review and approval by the authorized State personnel.
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.

[1]Any time Contract Party is responsible for construction of any kind the additional insured status for State shall include additional Insured-products/completed operations in addition to additional insured-premises/operations.

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 on a primary and non-contributory basis.
g. The Contract Party shall submit a copy of any policy endorsement, or blanket endorsement, evidencing the State as additional insureds on a primary and non-contributory basis and a waiver of subrogation in favor of State. All endorsements shall be subject to review and approval by the authorized State personnel.

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 umbrella/excess liability policy of 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. The Contract Party shall submit a copy of any policy endorsement or blanket endorsement evidencing the waiver of subrogation in favor of the State. All endorsements shall be subject to review and approval by the State authorized personnel.

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" using ISO form CR04010813 or the equivalent;~~
   ~~c. Have minimum combined limits of not less than $500,000 per occurrence; however, in no instance shall the combined limits be less than fifty per cent (50%) of the value of the Contract or based on the amount of funds that may be diverted, whichever is greater.~~
   ~~d. Name State as loss payee based on ISO CR20141010 or the equivalent.~~
   ~~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 an amount equal to Computer Crime limit and/or Fraudulent Funds Transfer limit.~~

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 to the extent acceptable to State.
    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 conf~~ Shall contain no cross-liability exclusion. ~~te 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, additional insured endorsements:
    a. In form acceptable to the State to the Department of Administration, Division of Purchases prior to a Division of Purchases award. Failure to comply with this provision may result in rejection of the bid offer.
    b. All certificates of insurance, whenever issued, shall include the requirement of the insurer for thirty (30) days advance written notice of cancellation or non-renewal of any insurance policy to Department of Administration, Division of Purchases Attn: Purchasing Agent, One Capitol Hill, Providence, RI 02908. ~~Contract Party shall also immediately notify the State if the Required Insurance is cancelled, non-renewed, potential exhaustion of policy limits or otherwise changed.~~
    c. Certificates of Insurance and required endorsements shall thereafter be submitted annually or earlier upon expiration and renewal of any of the policies.
    d. All Certificates of Insurance and to the extent possible endorsements shall reference the State procurement number.
    e. State retains the right to demand a ~~certified~~ copy of any **Required Insurance** ~~policy,~~ Certificate of Insurance or endorsement.

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.~~

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 comply with these Insurance Requirements is a material breach entitling the State to terminate or suspend the Contract immediately.
10. These Insurance Requirements shall survive expiration or termination of the Contract.

~~Schedule A2 – Professional Services~~

~~Definitions~~

~~**"Professional Services:"** *A type of liability insurance designed to protect traditional professionals (e.g., accountants, attorneys) and quasi professionals (e.g., real estate brokers, consultants) against liability incurred as a result of errors and omissions made in performing their professional services to State. Although there are a few exceptions (e.g., physicians, architects, and engineers), most professional liability policies only cover economic or financial losses suffered by State as opposed to bodily injury (BI) and property damage (PD) claims. This is because the latter two types of loss are typically covered under commercial general liability (CGL) policies. The vast majority of professional liability policies are written with claims-made coverage triggers. In addition, professional liability policies contain what are known as "shrinking limits," meaning that unlike CGL policies (where defense costs are paid in addition to policy limits), the insurer's payment of defense costs reduces available policy limits. Accordingly, when attempting to determine appropriate policy limits, insureds [State] must consider the fact that because defense costs are often a high proportion of any claim settlement or judgment, they must usually purchase additional limits. The most common exclusions in professional liability policy forms are for BI, PD, and intentional/dishonest acts.*~~[2]

~~**"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, agents, employees, subcontractors, independent contractors, volunteers and any other entity or person for which the Contract Party is legally responsible. 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 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 or form of self-insurance under the policies shall be the sole responsibility of the Contract Party and shall be disclosed to and acceptable 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"):~~

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[2]Definition based on one used by International Risk Management Institute: https://www.irmi.com/term/insurance-definitions/professional-liability.

- 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 five (5) 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 five (5) 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 five (5) years after completion of work.~~
- f. ~~**Required Insurance** limits to be provided by single insurance policy or through "follow form primary" layered excess insurance policies to obtain overall required limit(s).~~
- g. ~~Contract Party's subcontractors to maintain same insurance.~~
- h. ~~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), broad form 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. ~~The general aggregate must be on a "per project" or "per location" basis.~~
   d. ~~Shall include waiver of subrogation in favor of State.~~
   e. ~~Include State as additional insureds on a primary and non-contributory basis.~~
   f. ~~The Contract Party shall submit a copy of any policy endorsement, or blanket endorsement, evidencing the State as additional insureds[3] on a primary and non-contributory basis and a waiver of subrogation in favor of the State. All endorsements shall be subject to review and approval by the authorized State personnel.~~

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 on a primary and non-contributory basis.~~
   g. ~~The Contract Party shall submit a copy of any policy endorsement, or 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. All endorsements shall be subject to review and approval by the authorized State personnel~~

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 umbrella/excess liability of 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. ~~The Contract Party shall submit a copy of any policy endorsement or blanket endorsement evidencing the waiver of subrogation in favor of the State. All endorsements shall be subject to review and approval by the State authorized personnel.~~

[3] Any time Contract Party is responsible for construction of any kind the additional status for State shall include additional Insured-products/completed operations in addition to additional insured-premises/operations.

~~4. Professional Liability Insurance.~~[4]

~~a. Covering any damages to State caused by any error, omission, wrongful act, or breach of Contract in performance of Contract Party's professional services to State.~~
~~b. Combined single limit per occurrence shall not be less than $2,000,000 and include an annual aggregate of not less than $2,000,000.~~
~~c. Shall include waiver of subrogation in favor of State to extent coverage to Contract Party is not impaired.~~
~~d. If Contract Party is providing services to State where Contract Party has access to paper and/or e-data privacy/confidential information then go to Schedule A3 and ensure appropriate cyber/privacy insurance is contained in Contract Party's Professional Liability Insurance. If cyber/privacy insurance is not contained in Contract Party's Professional Liability Insurance then refer to Schedule A3 Required Insurance Number 5 and add this coverage in addition to Professional Liability Insurance.~~

~~Crime Insurance, Environmental/Pollution Liability Insurance, and Working with Children, Elderly or Disabled Persons 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" using ISO form CR04010813 or the equivalent.~~
~~c. Have minimum combined limits of not less than $500,000 per occurrence; however, in no instance shall the combined limits be less than fifty per cent (50%) of the value of the Contract or based on the amount of funds that may be diverted, whichever is greater.~~
~~d. Name State as loss payee based on ISO CR20141010 or the equivalent.~~
~~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 an amount equal to Computer Crime limit and/or Fraudulent Funds Transfer limit.~~

~~5. Environmental/Pollution Liability Insurance when past, present or future hazard is possible. Environmental/Pollution Liability Insurance coverage for bodily injury, property damage and resulting loss of use and environmental damages resulting from sudden accidental (and/or gradual if appropriate) pollution and related cleanup costs arising out of the work or services to be performed under the Contract:~~

~~a. If coverage is on a "claims-first made" basis then 1-any retroactive date will precede the effective date of the Contract, and 2- remain in-force for the later period of five years after Contract has ended and/or work by Contract Party has been put to its intended use.~~
~~b. Per occurrence limits of no less than $1,000,000 per occurrence and $2,000,000 aggregate. The policy shall include defense including costs, charges and expenses~~

[4]Medical malpractice insurance whether for an individual practitioner such as MD, OD or DMD, hospital or nurses, is considered a subset of Professional Liability insurance. When medical malpractice insurance may be required consult with State Risk Management.

incurred ~~in the investigation, adjustment or defense of claims for such compensatory damages.~~

~~c. Policy to include State as additional insured for work performed by Contract Party for State to the extent coverage is not subject to an insured versus insured exclusion. Additional insured status for State to be on a primary and non-contributory basis.~~

~~d. Shall include waiver of subrogation in favor of State.~~

~~e. Contract Party shall submit a copy of any policy endorsement, or 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. All endorsements shall be subject to review and approval by the authorized State personnel.~~

~~For environmental engineering and consultant services, the environmental liability insurance may be included with errors and omissions insurance and coverage if on a claims-made basis and will remain in effect for the period of the Contract with a minimum extended reporting period of five (5) years.~~

~~6. Working with Children, Elderly or Disabled Persons-Physical Abuse and Molestation Liability Insurance. Physical Abuse and Molestation Insurance covering damages arising out of: actual or threatened physical abuses; mental injury; sexual molestation; negligent hiring, employment, or supervision; negligent investigation or reporting to proper authorities; and, retention of any person for whom the Contract Party is responsible:~~

~~a. Coverage shall be written in an amount not less than $1,000,000 per occurrence.~~

~~b. Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies. The limits shall be exclusive to this required coverage.~~

~~c. When policy uses any form of "claims first made trigger:"~~

~~i. Remain in-force for a period of five (5) years after the Contract has ended;~~

~~ii. Provide coverage with a retroactive date on or before the Effective Date of the Contract or at the beginning of Contract work; and,~~

~~iii. If coverage is cancelled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the Contract date, the Contract Party must purchase extended reporting coverage for a minimum of five (5) years after completion of work.~~

~~d. Shall include waiver of subrogation in favor of State.~~

~~e. Policy to include State as additional insured for work performed by Contract Party for State to the extent that coverage is not subject to an insured versus insured exclusion. Additional insured status for State to be on a primary and non-contributory basis.~~

~~f. The Contract Party shall submit a copy of any policy endorsement, or blanket endorsement, evidencing the State as additional insureds on a primary and non-contributory basis and a waiver of subrogation. All endorsements shall be subject to review and approval by the authorized State personnel.~~

~~**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, additional insured endorsements:~~
   a. ~~In form acceptable to the State to the Department of Administration, Division of Purchases prior to a Division of Purchases award. Failure to comply with this provision may result in rejection of the bid offer.~~
   b. ~~All certificates of insurance, whenever issued, shall include the requirement of the insurer for thirty (30) days advance written notice of cancellation or non-renewal of any insurance policy to Department of Administration, Division of Purchases Attn: Purchasing Agent, One Capitol Hill, Providence, RI 02908. Contract Party shall also immediately notify the State if the Required Insurance is cancelled, non-renewed, potential exhaustion of policy limits or otherwise changed.~~
   c. ~~Certificates of Insurance and required endorsements shall thereafter be submitted annually or earlier upon expiration and renewal of any of the policies.~~
   d. ~~All Certificates of Insurance and to the extent possible endorsements shall reference the State procurement number.~~
   e. ~~State retains the right to demand a certified copy of any **Required Insurance** policy. Certificate of Insurance or endorsement.~~

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.~~

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 comply with these Insurance Requirements is a material breach entitling the State to terminate or suspend the Contract immediately.~~

10. ~~These Insurance Requirements shall survive expiration or termination of the Contract.~~

~~**Schedule A3 – Information Technology and/or Cyber/Privacy**~~

~~**Definitions**~~

~~**"Information Technology"** A type of insurance designed to cover providers of technology *services* or *products*. For example, data storage companies and website designers provide *technology services*, while computer software and computer manufacturers offer *technology products*.~~ [5]

~~Technology E&O ("Tech E & O") policies cover both liability and property loss exposures. Major liability insuring agreements include losses resulting from: (1) technology services, (2) technology products, (3) media content, and (4) network security breaches. Key property insuring agreements provide coverage for extortion threats, crisis management expense, and business interruption.~~

~~Tech E&O insurance is often confused with cyber and privacy insurance. In contrast to Tech E&O coverage, cyber and privacy insurance is intended to protect *consumers* of technology products and services. Nevertheless, cyber and privacy insurance policies do offer a number of the same insuring agreements as Tech E&O policies.~~

~~***Cyber/Privacy***: A type of insurance designed to cover consumers of technology services or products. More specifically, the policies are intended to cover a variety of both liability and property losses that may result when a business engages in various electronic activities, such as selling on the Internet or collecting data within its internal electronic network.~~ [6] ~~Note this coverage is not only for an electronic breach, but also for paper data breaches.~~

~~Most notably, but not exclusively, cyber and privacy policies cover liability for a data breach in third party personal information, such as Social Security numbers, credit card numbers, Protected Health Information as defined in HIPAA and its implementing regulations, Personal Information as defined in HIPAA and its implementing regulations and Personal Information as defined in R.I. Gen. Laws § 11-49.3-1, *et seq.*, as amended, or as otherwise defined in the Contract ("Confidential Information") is exposed or stolen by a hacker or other criminal who has gained access to Contract Party's electronic network. The policies cover a variety of expenses associated with both electronic and paper data breaches including: notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties, and loss resulting from identity theft.~~

~~In addition, the policies cover liability arising from website media content, as well as property exposures from: (a) business interruption, (b) data loss/destruction, (c) computer fraud, (d) funds transfer loss, and (e) cyber extortion.~~

~~Cyber and privacy insurance is often confused with Tech E&O insurance. In contrast to cyber and privacy insurance, Tech E&O coverage is intended to protect providers of technology products and services, such as computer software and hardware manufacturers, website designers, and firms that store data on an off-site basis. Nevertheless, Tech E&O insurance policies do contain a number of the same insuring agreements as cyber and privacy policies.~~

~~***"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.*~~

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[5]https://www.irmi.com/term/insurance-definitions/technology-errors-and-omissions-insurance.
[6]https://www.irmi.com/term/insurance-definitions/cyber-and-privacy-insurance.

~~**"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, agents, employees, subcontractors, independent contractors, volunteers and any other entity or person for which the Contract Party is legally responsible. 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 or form of self-insurance under the policies shall be the sole responsibility of the Contract Party and shall be disclosed to and acceptable 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 five (5) 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 five (5) 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 five (5) years after completion of work.~~

~~f. **Required Insurance** limits to be provided by single insurance policy or through "follow form primary" layered excess insurance policies to obtain overall required limit(s).~~

~~g. Contract Party's subcontractors to maintain same insurance.~~

~~h. 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), broad form 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.~~

~~d. The general aggregate must be on a "per project" or "per location" basis.~~

~~e. Shall include waiver of subrogation in favor of State.~~

~~f. Include State as additional insureds on a primary and non-contributory basis.~~

~~g. The Contract Party shall submit a copy of any policy endorsement, or blanket endorsement, evidencing the State as additional insureds on a primary and non-contributory basis and a waiver of subrogation in favor of the State7. All endorsements shall be subject to review and approval by the authorized State personnel.~~

~~**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.~~

[7] Any time Contract Party is responsible for construction of any kind the additional status for State shall include additional Insured-products/completed operations in addition to additional insured-premises/operations.

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 on a primary and non-contributory basis.~~
g. ~~The Contract Party shall submit a copy of any policy endorsement, or 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. All endorsements shall be subject to review and approval by the authorized State personnel~~

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. ~~The Contract Party shall submit a copy of any policy endorsement or blanket endorsement evidencing the waiver of subrogation in favor of the State. All endorsements shall be subject to review and approval by the State authorized personnel.~~

~~If Contract Party's technology, hardware, software or professional services to State~~ ***~~does not provide~~*** **~~Contract Party~~** ***~~access to Confidential Information~~*** ~~as defined in Number 5(a) below:~~

4. ~~Technology Errors and Omissions Coverage. Technology Errors and Omissions Insurance covering any damages caused by any error, omission, wrongful act or breach of Contract by Contract Party. Coverage to include, but not be limited to: product failure, security failure, professional liability, intellectual property infringement and personal injury if limited or uninsured under commercial general liability insurance. Combined single limit per occurrence shall not be less than $5,000,000. Annual aggregate shall not be less than $5,000,000.~~

~~If Contract Party's technology, hardware, software, or professional services to State~~ ***~~does provide Contract Party with access to Confidential Information~~*** ~~as defined in Number 5(a) below:~~

5. ~~Information Technology/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 $5,000,000 per occurrence and $5,000,000 annual aggregate. If Contract Party provides: a) key back office services Contract Party shall have a minimum limit of $10,000,000 per occurrence and $10,000,000 annual aggregate; b) if Contract Party has access to Protected Health Information as defined in HIPAA and its implementing regulations, Personal Information as defined in in R.I. Gen. Laws § 11-49.3-1,~~ *~~et seq~~*~~., or as otherwise defined in the Contract (together Confidential Information"), Contract Party shall have as a minimum the per occurrence,~~

~~per annual aggregate, the total rounded product of projected number of persons data multiplied by $25 per person breach response expense per occurrence; but no less than $5,000,000 per occurrence, per annual aggregate; or, c) if the Contract Party provides or has access to mission critical services, network architecture and/or the totality of confidential data $20,000,000 per occurrence and in the annual aggregate.~~

~~b. Such insurance to include insuring agreements as identified below either as modules in master policy or as separate insurance policies.~~

~~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.~~

~~c. 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, and personal injury as customarily insured by this type of insurance policy.~~

~~Crime Insurance as applicable to the procurement or solicitation:~~

6. ~~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" using ISO form CR04010813 or the equivalent.~~

~~c. Have minimum combined limits of not less than $500,000 per occurrence; however, in no instance shall the combined limits be less than fifty per cent (50%) of the value of the Contract or based on the amount of funds that may be diverted, whichever is greater.~~

~~d. Name the State as loss payee based on ISO CR20141010 or the equivalent.~~

~~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 an amount equal to Computer Crime limit and/or Fraudulent Funds Transfer limit.~~

~~**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, additional insured endorsements:~~
    a. ~~In form acceptable to the State to the Department of Administration, Division of Purchases prior to a Division of Purchases award. Failure to comply with this provision may result in rejection of the bid offer.~~
    b. ~~All certificates of insurance, whenever issued, shall include the requirement of the insurer for thirty (30) days advance written notice of cancellation or non-renewal of any insurance policy to Department of Administration, Division of Purchases Attn: Purchasing Agent, One Capitol Hill, Providence, RI 02908. Contract Party shall also immediately notify the State if the Required Insurance is cancelled, non-renewed, potential exhaustion of policy limits or otherwise changed.~~
    c. ~~Certificates of Insurance and required endorsements shall thereafter be submitted annually or earlier upon expiration and renewal of any of the policies.~~
    d. ~~All Certificates of Insurance and to the extent possible endorsements shall reference the State procurement number.~~
    e. ~~State retains the right to demand a certified copy of any **Required Insurance** policy, Certificate of Insurance or endorsement.~~

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.~~

3\. ~~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.~~

4\. ~~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 comply with these Insurance Requirements is a material breach entitling the State to terminate or suspend the Contract immediately.~~

~~10. These Insurance Requirements shall survive expiration or termination of the Contract.~~

~~Schedule A4 – Public Works~~

~~As contained in the AIA documents and as required below. If the AIA documents' insurance provisions and the following insurance requirements conflict, the AIA documents' insurance requirements control.~~

~~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 or form of self-insurance under the policies shall be the sole responsibility of the Contract Party and shall be disclosed to and acceptable 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 five (5) 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 five (5) 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 five (5) years after completion of work.~~

~~f. **Required Insurance** limits to be provided by single insurance policy or through "follow form primary" layered excess insurance policies to obtain overall required limit(s).~~

~~g. Contract Party's subcontractors to maintain same insurance.~~

~~h. 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), broad form 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. The general aggregate must be on a "per project" or "per location" basis.~~

~~d. Shall include waiver of subrogation in favor of State.~~

~~e. Include State as additional insured on a primary and non-contributory basis.~~

~~f. The Contract Party shall submit a copy of any policy endorsement, or blanket endorsement, evidencing the State as additional insured[8] on a primary and non-contributory basis and a waiver of subrogation in favor of State. All endorsements shall be subject to review and approval by the authorized State personnel.~~

~~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 on a primary and non-contributory basis.~~

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[8]Any time Contract Party is responsible for construction of any kind the additional status for State shall include additional Insured-products/completed operations in addition to additional insured-premises/operations.

   g. ~~The Contract Party shall submit a copy of any policy endorsement, or blanket endorsement, evidencing the State as additional insureds on a primary and non-contributory basis and a waiver of subrogation in favor of State. All endorsements shall be subject to review and approval by the authorized State personnel.~~

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 umbrella/excess liability policy of 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. ~~The Contract Party shall submit a copy of any policy endorsement or blanket endorsement evidencing the waiver of subrogation in favor of the State. All endorsements shall be subject to review and approval by the State authorized personnel.~~

~~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, additional insured endorsements:~~
   a. ~~In form acceptable to the State to the Department of Administration, Division of Purchases prior to a Division of Purchases award. Failure to comply with this provision may result in rejection of the bid offer.~~
   b. ~~All certificates of insurance, whenever issued, shall include the requirement of the insurer for thirty (30) days advance written notice of cancellation or non-renewal of any insurance policy to Department of Administration, Division of Purchases Attn: Purchasing Agent, One Capitol Hill, Providence, RI 02908. Contract Party shall also immediately notify the State if the Required Insurance is cancelled, non-renewed, potential exhaustion of policy limits or otherwise changed.~~
   c. ~~Certificates of Insurance and required endorsements shall thereafter be submitted annually or earlier upon expiration and renewal of any of the policies.~~
   d. ~~All Certificates of Insurance and to the extent possible endorsements shall reference the State procurement number.~~
   e. ~~State retains the right to demand a certified copy of any **Required Insurance** policy, Certificate of Insurance or endorsement.~~

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 Insured Parties.~~
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.~~
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 comply with these Insurance Requirements is a material breach entitling the State to terminate or suspend the Contract immediately.~~
10. ~~These Insurance Requirements shall survive expiration or termination of the Contract.~~

~~Schedule A5 – Department of Transportation Projects~~

~~As contained in the State of Rhode Island Department of Transportation's Standard Specifications for Road and Bridge Design document commonly referenced as the Rhode Island Department of Transportation's "Blue Book" located at www.dot.ri.gov/business/bluebook.php and as required below. If the Blue Book's insurance requirements and the following insurance requirements conflict, the Blue Books' insurance requirements control.~~

~~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 or form of self-insurance under the policies shall be the sole responsibility of the Contract Party and shall be disclosed to and acceptable 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 five (5) 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 five (5) 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 five (5) years after completion of work.~~

~~f. **Required Insurance** limits to be provided by single insurance policy or through "follow form primary" layered excess insurance policies to obtain overall required limit(s).~~

~~g. Contract Party's subcontractors to maintain same insurance.~~

~~h. 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), broad form 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. The general aggregate must be on a "per project" or "per location" basis.~~

~~d. Shall include waiver of subrogation in favor of State.~~

~~e. Include State as additional insured on a primary and non-contributory basis.~~

~~f. The Contract Party shall submit a copy of any policy endorsement, or blanket endorsement, evidencing the State as additional insured[9] on a primary and non-contributory basis and a waiver of subrogation in favor of State. All endorsements shall be subject to review and approval by the authorized State personnel.~~

~~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 on a primary and non-contributory basis.~~

[9]Any time Contract Party is responsible for construction of any kind the additional status for State shall include additional Insured-products/completed operations in addition to additional insured-premises/operations.

~~g. The Contract Party shall submit a copy of any policy endorsement, or blanket endorsement, evidencing the State as additional insureds on a primary and non-contributory basis and a waiver of subrogation in favor of State. All endorsements shall be subject to review and approval by the authorized State personnel.~~

~~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 umbrella/excess liability policy of 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. The Contract Party shall submit a copy of any policy endorsement or blanket endorsement evidencing the waiver of subrogation in favor of the State. All endorsements shall be subject to review and approval by the State authorized personnel.~~

~~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, additional insured endorsements:~~

~~a. In form acceptable to the State to the Department of Administration, Division of Purchases prior to a Division of Purchases award. Failure to comply with this provision may result in rejection of the bid offer.~~

~~b. All certificates of insurance, whenever issued, shall include the requirement of the insurer for thirty (30) days advance written notice of cancellation or non-renewal of any insurance policy to Department of Administration, Division of Purchases Attn: Purchasing Agent, One Capitol Hill, Providence, RI 02908. Contract Party shall also immediately notify the State if the Required Insurance is cancelled, non-renewed, potential exhaustion of policy limits or otherwise changed.~~

~~c. Certificates of Insurance and required endorsements shall thereafter be submitted annually or earlier upon expiration and renewal of any of the policies.~~

~~d. All Certificates of Insurance and to the extent possible endorsements shall reference the State procurement number.~~

~~e. State retains the right to demand a certified copy of any **Required Insurance** policy, Certificate of Insurance or endorsement.~~

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.~~

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 comply with these Insurance Requirements is a material breach entitling the State to terminate or suspend the Contract immediately.~~

10. ~~These Insurance Requirements shall survive expiration or termination of the Contract.~~

ATTACHMENT B: Participating Entity Product and Service Exclusions

This Participating Addendum may be utilized by State of Rhode Island authorized participants relative to Category One: Passenger Vehicle Rental only. Personal use not otherwise authorized by the State and/or Participating Entity is not permissible.

Authorized vehicles may only be reserved for use by State of Rhode Island Executive Branch employees in accordance with the State of Rhode Island's Out-of-State Travel Policy A-22 and subject to all request, approval, and compliance procedures delineated therein.

Reservations for authorized rental vehicles may only be made by State of Rhode Island Executive Branch employees through the Concur Solutions travel portal. Executive Branch employees are not otherwise authorized to make direct reservations with the Contractor outside of the Concur Solutions travel portal.

All other Purchasing Entities who are authorized for use under this Participating Addendum are responsible for delineating separate and dedicated procedures as applicable to their organizations and employees. These procedures do not modify and/or supplement any terms listed herein.