



FIRST AMENDMENT to PARTICIPATING ADDENDUM

NASPO VALUEPOINT

CLOUD SOLUTIONS 2016-2026

Administered by the State of Utah (hereinafter "Lead State")

MASTER AGREEMENT NO: 2472

Carahsoft Technology Corporation

(Hereinafter "Contractor" or "Carahsoft")

And

State of Rhode Island, Department of Administration, by and through its Division of Purchases,
on behalf of the Rhode Island Division of Enterprise Technology Strategy and Services, Office
of Information Technology

(Hereinafter "Participating Entity")

The following products or services are included in this contract portfolio:

- *The products and accessories listed on the Contractor page of the NASPO ValuePoint website relating solely to the purchase of ServiceNow Fulfiller Professional licenses for ITSM Service Desk and ServiceNow Software Asset Management licenses, plus maintenance. SAAS implementation, training and ongoing design support are included.*

Master Agreement Terms and Conditions:

1. Scope: This First Amendment to Participating Addendum ("First Amendment") covers the Cloud Solutions by the State of Utah for use by the Participating Entity as authorized by the State of Rhode Island's statutes with the prior approval of the State Chief Procurement Official.
2. Participation: No other entities except the Participating Entity identified above are authorized to participate.
3. Access to Cloud Solutions Services Requires State CIO Approval: Unless otherwise stipulated in this First Amendment, specific services accessed through the NASPO ValuePoint cooperative Master Agreements for Cloud Solutions by state executive branch agencies are subject to the authority and prior approval of the State Chief Information Officer's Office. The State Chief Information Officer means the individual designated by the state Governor within the Executive Branch with enterprise-wide responsibilities for leadership and management of information technology resources of a state.
4. Primary Contacts: The primary contact individuals for this First Amendment are as follows (or their named successors):

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Lead State: **Utah**

Contractor

Name:	Bethany Blackwell
Address:	1860 Michael Faraday Dr, Suite 100, Reston, VA 20190
Telephone:	703-230-7435
Fax:	703-871-8505
Email:	NASPO@CarahSoft.com ; Bethany.Blackwell@Carahsoft.com

Participating Entity

Name:	Nancy McIntyre, State Purchasing Agent
Address:	State of Rhode Island, Division of Purchases, One Capitol Hill, Second Floor, Providence, RI 02908
Telephone:	401- 574-8126
Fax:	401-462-4721
Email:	Nancy.McIntyre@purchasing.ri.gov

5. Participating Entity Modifications Or Additions To The Master Agreement:

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

Participating Entity must check one of the boxes below.

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

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

6. Term: The Term of this First Amendment shall begin upon issuance of this First Amendment by the Participating Entity and will end September 15, 2026, unless sooner terminated or expired in accordance with this First Amendment or the Master Agreement.
7. Pricing: The Cloud solutions shall be offered at the all-inclusive rates in Contractor's price list as amended available on the NASPO ValuePoint contractor web after applying, at a minimum, the applicable discounts shown. Contractor may be invited to provide lower pricing than available through the Contractor's price list as a result of competitive bidding between NASPO ValuePoint Cloud contractors, volume discounting or direct negotiation, which price will be reflected in the purchase order or release and supercede the Contractor's price list.

Expenses for travel shall not be reimbursed unless specifically permitted under the duties of the Contractor. Any travel must be approved in advance in writing by the Participating Entity.

8. Order of Precedence: The Contractor and the Participating Entity agree that unless stated herein the provisions of this First Amendment have precedence over conflicting terms in the Master Agreement. In the event that any provisions of this First Amendment is contrary to Rhode Island law, such provision shall be null and void.

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The documents below in the following descending order of precedence, with item 8(a) having the highest order of precedence, constitute the entire agreement between the Contractor and the Participating Entity. Items 8 (a) and (c) –(h) are incorporated herein by reference.

- a) R.I. Gen. Laws § 37-2-1, *et seq.*, State Procurement Regulations and the General Conditions of Purchase 220-RICR-30-00-1, *et seq.*;
- b) This First Amendment;
- c) Applicable SOW Documents, licensing agreements, service level agreements and other service terms agreed upon in writing and signed by the Contractor and Participating Entity;
- d) Contractor's Technical and Cost Response with Virteva Solution dated February 22, 2018[9] as amended by Price Quotation dated 3/19/19, as amended by ServiceNow Statement of Work with Virteva Implementation Services and Cost Proposal dated June 27, 2019.
- e) Rhode Island Division of Enterprise Technology Strategy and Services, Office of Information Technology's Mini-Bid – Service Now – ITSM Service Desk and Software Management Services dated February 2019;
- f) Master Agreement No. AR2472
- g) NASPO ValuePoint Solicitation CH16012 for Cloud Solutions 2016-2026
- h) Contractor's response to the NASPO ValuePoint Solicitation

The terms of the First Amendment and Master Agreement shall be read as cumulative and complimentary to the extent possible.

Participating Entity shall not be deemed to have agreed to any document in Attachment E to the Master Agreement until a Participating Entity's order for particular product and/or service, any licensing, software subscription terms, terms of service or similar document incorporated into Attachment E of the Master Agreement that governs the product and/or service is agreed to by the Participating Entity only to the extent not in conflict with the Master Agreement, this First Amendment, or other written agreements between the Contractor and the Participating Entity. Any agreement made in writing between the Participating Entity and the Contractor or between the Participating Entity and the applicable service provider as an alternative or addendum to a document in Attachment E shall prevail over Attachment E. Such alternative agreements shall be incorporated into this Participating Addendum.

9. Subcontractors: All Contractor's dealers, and resellers authorized in the State of Rhode Island, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The Contractor's dealer and reseller participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement subject to the terms and conditions in this First Amendment.
10. Contractor's Performance and Warranties: Contractor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions under this Participating Addendum, even if the work, products or services are furnished or performed by Subcontractors.

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Contractor shall insure that all manufacturer's or software publisher's warranties are transferred to the Participating Entity and shall provide a copy of such warranty. These warranties shall be in addition to all other warranties, express, implied or statutory.

11. Orders: Any order placed by a Participating Entity for a product and/or service available from this First Amendment shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement subject to the terms and conditions in this First Amendment unless the parties to the order agree in writing that another contract or agreement applies to such order. Any Order placed by the Participating Entity under this First Amendment may have a term specific to that Order.
12. Insurance. Contractor shall provide to Participating Entity the Required Insurance. Exhibit 1 - Required Insurance, attached hereto and made a part hereof.
13. First Amendment. Except as expressly amended by this First Amendment, all other terms and conditions contained in the Participating Addendum between the Participating Entity and Contractor dated March 25, 2019 are hereby ratified and remain in full force and effect.
14. Entire Agreement: This First Amendment and the Master Agreement (including all amendments and attachments thereto) constitute the entire agreement between the parties concerning the subject matter of this First Amendment and replaces any oral or written communications between the parties, all of which are excluded. Terms and conditions inconsistent, contrary or in addition to the terms of this First Amendment and the Master Agreement, shall not be added to incorporated into this First Amendment or the Master Agreement by any subsequent quotation, purchase order or release or otherwise, and any such attempts to add or incorporate such terms are hereby rejected. The terms and conditions of this First Amendment and the Master Agreement shall prevail and govern in case of any inconsistent terms.
15. Amendment: The First Amendment may be modified only by a written document executed by the parties hereto.
16. Counterparts and Execution: The First Amendment may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Execution may be effected by delivery of .pdf sent via electronic mail of signature pages.

NASPO ValuePoint
PARTICIPATING ADDENDUM



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Lead State: Utah

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

Participating Entity: <i>State of Rhode Island</i>	Contractor: Carahsoft Technology Corporation
Signature: <i>Nancy R. McIntyre</i>	Signature: <i>Kristina Smith</i>
Name: <i>Nancy R. McIntyre</i>	Name: Kristina Smith
Title: <i>State Purchasing Agent</i>	Title: Director of Contracts
Date: <i>6/27/19</i>	Date: 6/27/2019

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

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Shannon Berry
Telephone:	775-720-3404
Email:	sberry@naspovaluepoint.org

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

EXHIBIT 1 REQUIRED INSURANCE

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 deductible, 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 and \$3,000,000 general 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.

¹Any 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, Employers' Liability and Alternate Employer Endorsement.
- 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.
 - g. The Contract Party shall submit a copy of any policy endorsement or blanket endorsement evidencing the waiver of subrogation and Alternate Employer Endorsement in favor of the State. All endorsements shall be subject to review and approval by the State authorized personnel.
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 \$1,000,000. Annual aggregate shall not be less than \$1,000,000.

All Required Insurance shall be:

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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 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/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.
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