

COPIERS & MANAGED PRINT SERVICES

Led by the State of Colorado

Master Agreement #: **140596**

Contractor: **HP INC.**

Participating Entity: **STATE OF RHODE ISLAND**

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

- Group A – MFD, A3
- Group B – MFD, A4
- Group D – Single-function Printers
- Group E – Large/Wide Format Equipment
- Group F – Scanners
- Managed Print Services (MPS)
- Supplies
- Software

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the **Copiers & Managed Print Services** led by the State of Colorado for use by state agencies and other entities located in the Participating State or Purchasing Entity authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. Participation: This NASPO ValuePoint Master Agreement may be used by all State agencies, political subdivisions, quasi-public agencies, regional school districts and other entities including, but not limited to, the Board of Education and its two Councils – Council on Elementary and Secondary Education and Council on Postsecondary Education, the University of Rhode Island, the Community College of Rhode Island and Rhode Island College, authorized by the State's statutes to use cooperative agreements subject to the prior approval of the respective authorized procurement official (altogether, "State Entities"). All State executive branch agencies are authorized to use this Agreement.

The State's User Guide ("State's User Guide"), as may be amended from time to time and posted on the State's website, details any exclusions, restrictions or limitations in the use of this Agreement. The State's participation in this Agreement is non-mandatory and non-exclusive. The State reserves its right to have other present or future vendors provide software or services included in the Agreement, along with performing such services itself. All State executive branch agencies for purchases, leases or Managed Print Services must be routed through the Division of Purchases Contract Manager for required moratorium exemption approval. This internal requirement applies only to State executive branch agencies. Any changes to this requirement will be made through the State's User Guide - the Contractor is not responsible for enforcement of this requirement.



COPIERS & MANAGED PRINT SERVICES
Led by the State of Colorado

All billing and ordering shall be between the Contractor and the respective responsible entity for a political subdivision, a quasi-public agency, regional school district, the University of Rhode Island, the Community College of Rhode Island and Rhode Island College.

Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

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

Contractor

Name:	Debra Lee, NASPO ValuePoint Contract Sales Management Director
Address:	10400 Energy Drive, Spring, Texas 77389
Telephone:	847/537-0344 – Office; 847/922-2977 – Cell
Fax:	847/572-1336
Email:	Debra.lee@hp.com

Participating Entity

Name:	Chris Piotrowski, Chief of Purchasing Management and Support Services, State of Rhode Island
Address:	1 Capitol Hill, Providence, RI 02908
Telephone:	401-574-8182
Fax:	401-574-8387
Email:	Christopher.Piotrowski@purchasing.ri.gov

4. Participating Entity Modifications or Additions to The Master Agreement: 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.

5. Order of Precedence: This Participating Addendum is subject to:

- a) The Rhode Island "State Purchases Act", R. I. Gen. Laws § 37-2-1, et seq., the Rhode Island Procurement Regulations and the Rhode Island General Conditions of Purchase and Addendum A –General Insurance Requirements, incorporated herein by reference, located at <https://rules.sos.ri.gov/regulations/part/220-30-00-13> and <https://www.ridop.ri.gov/rules-regulations/> (General Conditions and Addendum A);
- b) The Participating Addendum;
- c) NASPO ValuePoint Master Agreement Terms and Conditions, including all Exhibits ("Master Agreement");
- d) An Order issued against the Master Agreement;
- e) The Solicitation, RFP-NP-18-001, Copiers and Managed Print Services;
- f) The Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State; and,
- g) The Contractor's Supplemental Documents, including all Attachments such as Leases, EULA's, Maintenance Service Level Agreements, Managed Print Services (MPS) Service Level Agreement, etc.

In the event of any conflict or dispute between the above-named documents, the above order of precedence shall apply (with a being the highest level of precedence). Any language that violates the State or Purchasing Entity's Constitution or law will be deemed void, and of no force and effect.

Notwithstanding any language contained in any document, Contractor shall neither limit its liability, nor exclude or limit types or amounts of damages, to the State Entities.

6. MPA 1% Administrative Fee:

Rhode Island MPA 1% Fee:

In 2017 the General Assembly amended the "State Purchases Act", R. I. Gen. Laws § 37-2-12 (b) to authorize the Chief Purchasing Officer to establish, charge and collect from vendors listed on master price agreements ("MPA") a contract administrative fee not to exceed one percent (1%) of the total value of the annual spend against their MPA contracts, without affecting the approved prices or discounts specified in the approved Product or Service prices or discounts specified in the Master Agreement and this Participating Addendum. 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

COPIERS & MANAGED PRINT SERVICES

Led by the State of Colorado

eProcurement system. The contract administrative fee shall be applicable to all purchase orders issued relative to State MPA contracts. Therefore, effective January 1, 2020 all MPA contracts shall be assessed the 1% contract administrative fee. The fee shall be remitted to the State on a calendar quarterly basis beginning on Contract Effective date. The fee must be received 30 days after a quarter concludes and inclusive of all purchases made using the contract.

7. Additional Security Requirement:

Contractor will be responsible for on-site maintenance of software, plus hardware (computers, devices and peripherals that have operating system(s) or firmware that requires upgrades). Contractor should refer to NIST Special Publication 800-40, Guide to Enterprise Patch Management Technologies to develop a plan to continuously provide and perform software maintenance, including all updates, patches, bug fixes, service packs, hot fixes, enhancements, new releases, new versions and other improvements to eliminate vulnerabilities and remove flaws that could otherwise facilitate security breaches or hinder efficient operation of the hardware or software. Contractor at a minimum shall provide and install current and regularly updated malware protection services, *e.g.*, anti-virus and anti-spyware and provide prompt application of security-relevant software upgrades, *e.g.*, patches, service packs and hot fixes. Contractor acknowledges and permits a Purchasing Entity to validate Contractor's software is so updated. Contractor will provide the Purchasing Entity a copy of the system security plan outlining the procedures developed to adhere to these requirements. With approval from the Purchasing Entity's Division of Information Technology remote access to devices can be granted.

Contractor shall not use any software for services of any kind for a Purchasing Entity that is end of life (EOL), end of support (EOS), or is no longer supported by the original contractor (*e.g.* patching for security updates, updates to fix bugs, updates for new operating systems, etc.). Contractor shall also notify a Purchasing Entity in writing within sixty (60) days upon announcement that software used for services of any kind for the Purchasing Entity, is nearing its end of life, end of support or is no longer supported by the original vendor. If original company is sold, the acquiring company will be considered the original manufacturer for the purposes of this section if the terms of said acquisition include assumption of all liability and extension of all original warranties issued to the Purchasing Entity by company acquired.

For copier, print, fax, or multi-function devices housing a hard-drive, additional security features will be required at the discretion of the Purchasing Entity such as data encryption, data overwriting capabilities or hard drive password locking. If or when the installed hard drive needs replacement or upgrade; or at the termination of the service contract, the hard drive will remain the property of the Purchasing Entity or the Contractor will provide a certificate of data destruction for the hard drive. The Contractor shall comply with site rules and regulations while on the Purchasing Entity's premises. Work shall be performed during workday operational hours of the Purchasing Entity.

8. Lease Agreements:

COPIERS & MANAGED PRINT SERVICES

Led by the State of Colorado

Lease Terms: Equipment leases are subject to the Terms and Conditions as set forth in the Master Agreement and subject to the provisions of this Participating Addendum. Executive branch agencies may only use a lease with the purchase option of a \$1.00 buyout and as provided in the State's User Guide. Other State Entities may use the other lease options in the Master Agreement as authorized by their respective policies and regulations.

For all State Entities where payment is made by the Department of Administration, Office of Accounts & Control, payment will only be made to the Contractor (or authorized dealer or reseller as described below with a Purchase Agreement), and not a leasing company, financial branch or subsidiary.

Assignment: Subject to the above, Contractor may assign, solely for financing purposes, upon written notification and written authorized acceptance of the respective Purchasing Entity, their right title and interest in and to: (i) the Products subject to the Lease Agreement; (ii) all payments and other amounts due and to become due thereunder with respect to the Products; and (iii) all rights and remedies under this Participating Addendum with respect to the Products, such payments and other amounts due. Any such assignment however, does not excuse Contractor from bearing any obligation, terms and conditions as outlined under either the NASPO ValuePoint Master Agreement 18-001 or this Participating Addendum.

For Executive Branch Agencies all lease and rental programs must remain with the Contractor or Authorized Dealers through an in-house leasing program.

End of Term Notification: Contractor must notify the Purchasing Entity, in writing, of their End of Term options at least ninety (90) days prior to the end of any Initial Lease or Rental Term. Such notification may include, but not be limited to, the following:

- i. Any acquisition or return options, based on the type of lease or rental agreement;
- ii. Any renewal options, if applicable; and/or
- iii. Hard drive removal and surrender cost, if applicable.

End of Term Options: If a Purchasing Entity desires to exercise a purchase, renewal, or return of the Equipment, it shall give Contractor at least thirty (30) days written notice prior to the expiration of such lease or rental term. Notwithstanding anything to the contrary, if Purchasing Entity fails to notify Contractor of its intent with respect to the exercise of a purchase, renewal, or return of the Equipment, the Initial Lease or Rental Term shall be terminated on the date as stated in the Order and removal of the Product will be mutually arranged.

9. Authorized Resellers and Dealers: All HP dealers and resellers authorized in the State of Rhode Island, as shown on the HP dedicated website for the State of Rhode Island, and

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that have been issued a Purchase Agreement are approved to accept orders, and provide sales and service support on behalf of HP . In such cases, HP will perform all invoicing functions. To the extent HP separately approved a dealer or reseller to invoice on behalf of HP (as demonstrated on such website and Purchase Agreement), such dealer is approved to invoice State Entities in the NASPO ValuePoint Master Agreement. The Contractor's dealer or reseller shall have all of the rights and obligations of Contractor under the Master Agreement and this Participating Addendum. Even if services or equipment are provided by an authorized reseller or dealer, Contractor remain responsible for successful performance and compliance with all the terms and conditions of this Participating Addendum.

10. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement and this Participating Addendum shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement and this Participating Addendum unless the parties to the order agree in writing that another contract or agreement applies to such order.

All orders should contain the following (1) "PO subject to this Participating Addendum for NASPO ValuePoint Contract #**140596** & State Contract #3693523" (2) Purchaser's, Address, Contact, & Phone-Number (3) Purchase order amount (4) Type of Lease (FMV, Straight, or Capital lease) and monthly payment (5) Itemized list of accessories (6) Service program and rates (7) Attached SOW Template if applicable.

11. Product Installation & Invoicing: Unless otherwise agreed to by both parties, signing the delivery and acceptance ("D&A") certificate constitutes Acceptance of the Product(s) and allows Contractor to invoice for the Product(s). Failure to sign the D&A or reject the Product(s) within the foregoing five (5) business day period shall be deemed as Acceptance by the Purchasing Entity.

Contractor will provide timely billing and Customer will notify Contractor, in writing, of any billing concern. In order for Contractor to generate accurate service invoices, State Entities shall provide meter reads within the Contractor(s) requested reasonable timeframe.

Invoices that are generated without receiving the proper meter read information from the Purchasing Entity will not be considered inaccurate, but prior billing will be adjusted once the meter reading information is received. Contractor will note on the invoice whether the billing is based on actual or estimated readings.

The Purchasing Entity shall provide written notice of any alleged invoicing issue(s) and the Contractor will be allowed a thirty (30) day cure period to address any such issue. Failure on the Contractor(s) part to maintain accurate invoicing shall result in

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Led by the State of Colorado

a \$25.00 per instance credit on the following month's invoice. All rights and remedies in this Participating Addendum shall be cumulative. The exercise or beginning of the exercise by a party of any of its rights and remedies will not preclude a party from exercising all rights hereunder or otherwise granted by law or equity.

12. Not Specifically Priced ("NSP") Open Market Items: Not Specifically Priced (NSP) items compliment or enhance the Products and/or Services offered under the resulting Master Agreement(s). NSP items will not include:
- i) Interactive White boards;
 - ii) Computers, monitors, or other related items;
 - iii) Fax machines;
 - iv) Overhead Projectors; and
 - v) Cameras.

NSP items may only be acquired through the Contractor(s) or their Authorized Dealer(s) and must be reported quarterly with all other sales under the resulting Master Agreement(s). NSP items must be priced at a minimum discount of 15% from MSRP or List Price. NSP items shall not be offered to a Purchasing Entity as a stand-alone option, and the maximum allowable amount of all NSP items in a single Order shall be determined by the Participating State or Entity.

13. Showroom Equipment: Upon request by a Purchasing Entity, showroom Equipment for Groups A, B, and C may be converted to a purchase, lease, or rental providing the following conditions are met:
- a. The meter count on Group A and Group B Devices does not exceed 10,000 copies total (i.e. b&w and color combined); and the meter count on Group C Devices does not exceed 50,000 copies total (i.e. b&w and color combined);
 - b. The Device must be discounted by at least 5% off the Master Agreement pricing for that same Device; and the Purchasing Entity and the Contractor must indicate on the Order that the Device is a showroom model.
14. Software: State Entities that acquire software shall be subject to the license agreements distributed with such software. Software subscriptions shall not be subject to automatic renewals. State Entities shall have the option to finance software subscriptions by utilizing Contractor lease and rental rates. Notwithstanding the foregoing, EULA's are subject to the Order of Precedence in Paragraph 5.

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Led by the State of Colorado

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15. Maintenance Service Level Agreements: Purchasing Entities are subject to the Contractor "Maintenance Service Level Agreement" provided in Participating Addendum **Exhibit A**, subject to the Order of Precedence in Paragraph 5. There shall be no automatic renewal.
16. Managed Print Services ("MPS") Level Agreement: Purchasing Entities are subject to the Contractor "Managed Print Service Level Agreement" provided in Participating Addendum Exhibit B, subject to the Order of Precedence in Paragraph 5. Contractor(s) may not provide MPS maintenance or repair Services on any Devices that are being leased or rented to a Purchasing Entity by another Manufacturer, unless they have a written agreement with the Manufacturer to do so. For Executive Branch Agencies, if MPS is approved as provided in the above Section 2 Participation above, the form of MPS Level Agreement will be negotiated with a selected Contractor at that time.
17. MPS Statement of Work Template: All MPS engagements shall require the Contractor and Purchasing Entity to complete a detailed statement of work, similar to the format provided in Participating Addendum **Exhibit C (MPS Statement of Work)** and subject to the Order of Precedence in Paragraph 5, and it must be approved by both parties prior to the initiation of any engagement.
18. Additional Changes to the Department of Personnel and Administration and HP Inc. Master Agreement 140596:
- All purchases and leases off this contract shall include service level agreement metrics and targets as established in Exhibit A to the participating addendum.
 - Section 4.9.5 shall be changed as follows: All excessive installation changes will be included and agreed to by both parties during the initial quote.

Early Termination Fees, Costs or Penalties, etc.: In the event of early termination or cancellation, the Contractor will be entitled to fees outlined in the Master Agreement.. Contractor shall only be entitled to payment determined on a pro rata basis, for products or services satisfactorily performed or provided not including any lost or anticipated profit.

19. Sensitive Information: Sensitive Information means all information, data, materials, or documents (including Confidential Information and Personal Data) originating with, disclosed by, provided by, made accessible by, or otherwise obtained by or from the State, State Users, or Users, directly or indirectly, including from any Authorized Contractors of any of the foregoing, related to the Agreement in any way whatsoever regardless if form, including all information, data, materials or documents accessed, used or developed by the Vendor in connection with any Customer-Owed Deliverables provided hereunder and all originals and copies of the foregoing.

PARTICIPATING ADDENDUM



COPIERS & MANAGED PRINT SERVICES

Led by the State of Colorado

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20. MBE & EEO: Any Bidder awarded a purchase order or release under the Contract shall comply with the MBE and EEO requirements, or other eligible entities applicable MBE & EEO requirements.

 21. Discounts: Contractor's prices shall be discounted using the price lists and discounts in the Master Agreement web site. These discounts are considered to be the minimum offered and a higher discount may be offered.

 22. Prompt Payment: Any vendor receiving payments through the State's Controller's Office is eligible to participate in the Expedited Payment Discount Program. Expedited Payment Discount Policy ("Policy"), Policy A-74, as may be amended from time to time. Other State eligible entities may have their own expedited payment discount program ("program") for Bidders. In the event the discount offered by a Bidder under this Contract is larger than provided in the Policy or program, the larger discount shall prevail.

 23. Reports: Master Price Agreement Reports -The Vendor agrees to provide the State with quarterly reports describing purchases made pursuant to this contract. Reports shall include usage by all State agencies, municipalities, quasi-public agencies, schools, etc. All reports shall contain the following data: (1) total value of all invoices issued by the Vendor pursuant to this Master Price Agreement (2) full list [in an EXCEL format] of all purchases by each purchase order, by type [owned or leased], by agency showing the quantity, unit price, total cost, start date and end date and (3) quantity of each line item delivered pursuant to this Master Price Agreement. If there are no line items in this Master Price Agreement, then Vendor shall report volume by catalog order numbers, with a brief description of each order number. Reports must be submitted to the Division of Purchases to the attention of the Buyer named in this contract, identifying the purchase order number and the reporting period. Quarterly reports shall be due forty-five (45) calendar days after the end of each quarter. Failure to submit required reports shall be considered a breach of the Vendor's obligations and may be considered, at the discretion of the State Purchasing Agent, sufficient cause for the termination of the contract and other State contracts and orders, and possible suspension from the State Bidders List.

 24. Term: The Term of this Participating Addendum is from the issuance of a Purchase Agreement by the Division of Purchases through December 31, 2021, unless sooner terminated by the State. Lead State amendments extending the NASPO ValuePoint Master Agreement are not automatically incorporated into this Participating Addendum. Extensions to the Term of this Participating Addendum will be at the sole option of the Participating State.



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

Participating Entity: <i>State of Rhode Island</i>	Contractor: HP Inc.
Signature: <i>Michael D. Mitchell</i>	Signature: <i>Colleen F. Lively</i>
Name: <i>Michael D. Mitchell</i>	Name: Colleen F Lively
Title: <i>Deputy Purchasing Agent</i>	Title: Contracts Administrator
Date: <i>10/15/2020</i>	Date: 10/13/2020

[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:	Ted Fosket
Telephone:	(907) 723-3360
Email:	tfosket@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.]



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EXHIBIT A, HP STANDARD SLA

OPERATIONAL: SERVICE LEVEL AGREEMENTS					
SLA No.	Assigned Weight	SLA	SLA Measurement Criteria	Measurement	Target
OP1	20%	Fleet Uptime	Percentage of availability of in-scope devices with 100% functionality during normal working hours	Fleet Uptime%= Minutes Fleet Available / Minutes Fleet Required Measured	97%
OP2	20%	Remote Management Center Availability	Availability to Receive Service Requests via Integrated Service Ticket System, Phone (Toll-Free#) or Online Portal	24 X7 X 365	100%
OP3	20%	Break/Fix Remote Response	Telephone or email response	Within 4 Business Hours 8AM - 5PM Local Time Excluding National Holidays in Country. Minimum of 20 events required.	98%
OP4	20%	Break/Fix On-site Response	For issues not resolved remotely, on-site response at Customer facility	Next Business Day 8AM - 5PM Local Time Excluding National Holidays in Country. Minimum of 20 events required.	97%
OPS	20%	Supplies Management	No device downtime due to lack of consumable supplies or preventative maintenance parts being delivered to a Customer site	24 X 7 x 365	97%

Hardware Technical Support Service

HP Hardware Technical Support Service includes:

- Priority Phone Support
- Afterhours Phone Support (optional)
- Hardware Support

HP Priority Phone Support

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HP Priority Phone Support is available business days from 8:00 a.m. to 5:00 p.m. local time, Monday through Friday. Local coverage hours may vary by time zone.

HP Priority Phone Support includes:

- Call response time within 4 business hours of logging ticket, 8:00 a.m. to 5:00 p.m. local time
- Single dedicated number for end-user or administrator access
- Technical assistance and troubleshooting
- Repair diagnosis and customer engineer dispatch
- Supplies Management Services support
- Event management and follow-up at the same phone number
- Contract questions and referrals

Afterhours Phone Support (Optional)

HP Priority Phone Support covers support during regular office hours. Afterhours Phone Support provides access to support personnel 24 hours per day.

Hardware Support

Hardware Support service options include:

Next Business Day On-Site Response 9x5

Next Business Day On-Site Response 9x5 will be provided if a service call is placed any business day before 4:00 p.m. local time. A HP representative will arrive on-site to begin hardware repair the next business day after the service request has been logged. Calls placed after 4:00 p.m. will be logged the next business day. This service is not available for all devices. Coverage window is 8:30 a.m. to 5:30 p.m., Monday to Friday excluding local public holidays. HP will dispatch an HP-authorized service technician on-site only if the problem has not been resolved remotely.

4-hour On-Site Response 9x5

Same day 4-hour response will be provided if a service call is placed any business day before 1:00 p.m. local time. A HP representative will arrive on-site to begin hardware repair within four (4) hours after the service request has been logged. Calls placed after 1:00 p.m. will be logged the next business day. This service is not available for all devices. Coverage window is 8:30 a.m. to 5:30 p.m., Monday through Friday excluding local

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public holidays. HP will dispatch an HP-authorized service technician on-site only if the problem has not been resolved remotely.

Fleet Uptime

HP will use reasonable commercial efforts to provide a Fleet Uptime SLA equal to 97% average as calculated monthly, pursuant to the terms herein. A minimum Uptime SLA Fleet of fifty (50) Devices is required to be installed and deployed as a prerequisite to begin and continue tracking and calculating Fleet Uptime SLA. In addition, there shall be one (1) full calendar year quarter following installation and deployment of the Uptime SLA Fleet, known as a stabilization quarter, before the calculation of Fleet Uptime percentage begins.

HP Fleet Manager

HP Fleet Manager allows Purchasing Entities to view the overall 'health' of the fleet as well as drill down to each device to see exact usage patterns, supplies levels and status of any outstanding consumables orders. Fleet Manager identifies under- or over-utilized devices, making performance and usage patterns easily visible. Non-reporting devices are also identified so that appropriate action can be taken.

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Exhibit B - Insurance

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

“Contract Party:” *Any person, organization or entity that is a Contract Party with State in which the Contract Party (i.e., vendor) provides services or products to State. Contract Party shall also include as insured persons Contract Party’s officers, directors, officials, 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 deductible, self-insured retention, or form of self-insurance under the policies shall be the sole responsibility of the Contract.
- 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

COPIERS & MANAGED PRINT SERVICES

Led by the State of Colorado

- 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.
 - c. Shall include waiver of subrogation in favor of State.
 - d. Include State as additional insureds on a primary and non-contributory basis.
 - e. 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.
2. Automobile Liability Insurance. Automobile Liability Insurance based on ISO most recent version of Business Automobile Policy ("BAP") CA 00 01, or its equivalent:

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- 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 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.
4. 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 for Information Technology error and omissions coverage.
 - b. Such insurance to have minimum limits of \$10,000,000 per occurrence and \$10,000,000 annual aggregate for Cyber Privacy coverage.
 - c. Such insurance to include insuring agreements as identified below either as modules in master policy or as separate insurance policies.
 - d. Policy to include a waiver of subrogation in favor of State.
 - e. Include State as an additional insured on a primary and non-contributory basis to the extent "insured v. insured" exclusion does not apply.

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

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.
- g. 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.

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:

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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**, 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.