



**AGREEMENT COVER PAGE**

**PARTICIPATING ADDENDUM NUMBER GSS177930-CLOUD\_SOL  
COOPERATIVE CONTRACT NUMBER AR2479  
BETWEEN  
STATE OF DELAWARE**

**AND**

***Deloitte Consulting LLP***

**Cloud Solutions**

**Department Primary Contact:**

**Lacey Hutchison  
IT Procurement Officer**

**Service Owner:**

**Prasad Alaparathi  
Director**

**Section:**

**Applications Delivery**

**Contractor Primary Contact:**

**Thomas Beck**

**Contractor Executive Contact:**

**Thomas Beck**

**PARTICIPATING ADDENDUM NUMBER GSS177930-CLOUD\_SOL**  
**COOPERATIVE CONTRACT NUMBER AR2479**  
**for**  
**Cloud Solutions**  
**Between**  
**The State of Delaware**  
**And**  
***Deloitte Consulting LLP***

**1. SCOPE**

- a. This Participating Addendum is made between the State of Delaware, Department of Technology and Information (DTI) and Deloitte Consulting LLP (Contractor), to establish Cloud Solutions and is effective as of upon execution of this Participating Addendum.
- b. Under Delaware Code, Title 29 §6933 and §6987, The State of Delaware is authorized to participate in, sponsor, conduct or administer a cooperative purchasing agreement for the procurement of materiel or nonprofessional services, or professional services with 1 or more public procurement units either within the State or within another state in accordance with an agreement entered into between the participants.
- c. The requirements herein are in addition to those in the executed NASPO Valuepoint Contract Number AR2479 ("Master Contract" or "NASPO Master Agreement") and shall continue through September 15, 2026. At the sole discretion of DTI, this Participating Addendum may further be extended to include any extensions as agreed to, by and between NASPO ValuePoint and Deloitte Consulting LLP.
- d. As a Service subscription license costs shall be incurred at the individual license level only as the individual license is utilized within a fully functioning solution. Subscription costs will not be applicable during periods of implementation and solution development prior to the State's full acceptance of a working solution. Additional subscription license requests above actual utilization may not exceed 5% of the total and are subject to Delaware budget and technical review.

## **2. CHANGES**

### **a. Mandatory Insurance Requirements (29 Del. C. § 6929)**

Contractor must obtain at its own cost and expense and keep in force and effect during the term of this Participating Addendum, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. Contractor must carry the following coverage depending on the type of service or product being delivered.

- i. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
- ii. Commercial General Liability - \$1,000,000 per occurrence/\$3,000,000 per aggregate. The requested limits may be met through a combination of primary and umbrella/excess coverages.
- iii. Automotive Liability Insurance covering all automotive units used in the work (including all units leased from and/or provided by the State to Contractor pursuant to this Participating Addendum as well as all units used by Contractor, regardless of the identity of the registered owner, used by Contractor for completing the Work required by this Participating Addendum to include but not limited to transporting Delaware clients or staff), providing coverage on a primary non-contributory basis with limits of not less than:
- iv. \$1,000,000 combined single limit each accident, for bodily injury and property damage combined; and
- v. Commercial coverage for all leased vehicles, which shall cover the replacement cost of the vehicle in the event of collision, damage, or other loss.

The Contractor must carry at least one of the following depending on the scope of work being performed.

- i. Professional Liability - \$1,000,000 per claim/\$3,000,000 per aggregate
- ii. Miscellaneous Errors and Omissions - \$1,000,000 per claim/\$3,000,000 per aggregate
- iii. Product Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate

Should any of the above-described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.

Before any work is done pursuant to this Participating Addendum, the ACORD Certificate of Insurance, referencing the contract number stated herein, shall

be filed with the State. The certificate holder is as follows:

Department of Technology and Information  
Participating Addendum Number: GSS177930-CLOUD\_SOL  
801 Silver Lake Blvd  
Dover, DE 19904

Nothing contained herein shall restrict or limit the Contractor's right to procure insurance coverage in amounts higher than those required by this Participating Addendum. To the extent that the Contractor procures insurance coverage in amounts higher than the amounts required by this Participating Addendum, all said additionally procured coverages will be applicable to any loss or claim resulting from Contractor's acts or omissions and shall replace the insurance obligations contained herein.

To the extent that Contractor has complied with the terms of this Participating Addendum and has procured insurance coverage for all vehicles Leased and/or operated by Contractor as part of this Participating Addendum, the State of Delaware's self-insured insurance program shall not provide any coverage whether coverage is sought as primary, co-primary, excess or umbrella insurer or coverage for any loss of any nature.

In no event shall the State of Delaware be named as an additional insured on any policy required under this Participating Addendum.

Should any of the above-described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

b. Electronic Catalog

At the discretion of DTI, the Contractor may be required to submit its items list in an electronic format designated by the State.

By example, but not limited to, the following items may be required:

- Electronic catalogs,
- Electronic catalogs converted to a CSV format with Master Contract specific pricing,
- Items designated by commodity/classification code: United Nations Standard Products and Services Code (UNSPSC), and/or
- A unique item ID for all items in your system and/or our award.

c. Severability

If any term or provision of this Participating Addendum is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Participating Addendum, but such term or provision shall be deemed modified

to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

d. Permits and Licenses

All necessary permits, licenses, insurance policies, etc. required by local, State or Federal laws, shall be provided by the Contractor at its own expense.

e. Patented Devices, Material and Processes

- i. The Contractor shall provide for the use of any patented design, device, material, or process to be used or furnished under this Participating Addendum by suitable legal agreement with the patentee or owner and if requested, shall provide representation that they have properly contracted with others.
- ii. The Contractor shall hold and save harmless the State of Delaware, the Agency, the Director, their Officers, or Agents from any and all patent or copyright infringement claims (in accordance with Section 2(h)(ii) below) because of the use of such patented design, device, material, or process in connection with the work agreed to be performed under this Participating Addendum.

f. State Of Delaware Business License

Prior to commence performance under this agreement, the Contractor shall either furnish DTI with proof of State of Delaware Business Licensure or initiate the process of application, where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P. O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone: 302-577-8778. <http://revenue.delaware.gov/services/BusServices.shtml>

Information regarding the State of Delaware's decision to enter into this participating addendum will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject your organization to applicable fines and/or interest penalties.

g. Emergency Termination of Participating Addendum

- i. Due to restrictions which may be established by the United States Government on material, or work, this Participating Addendum may be terminated by the cancellation of all or portions of this Participating Addendum.
- ii. In the event the Contractor is unable to obtain the material required to complete the items of work included in this Participating Addendum

or related Purchase Order(s) because of restrictions established by the United States Government and if, in the opinion of the Agency, it is impractical to substitute other available material, or the work cannot be completed within a reasonable time, the incomplete portions of the work may be cancelled, or this Participating Addendum and/or related Purchase Order(s) may be terminated.

h. Indemnification

i. General Indemnification

The Contractor will indemnify and otherwise hold harmless the State of Delaware, its agents, and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, attributable to claims of third parties solely for: (I) any bodily injury, death, or damage to real or tangible personal property arising from the negligent acts or omissions of Contractor, its employees or agents, officers or subcontractors in the performance of work under this Participating Addendum; (II) violations by Contractor, its employees or agents, officers or subcontractors of laws applicable to Contractor in its performance of its obligations hereunder; (III) recklessness by Contractor, its employees or agents, officers or subcontractors in the performance of work under this Participating Addendum; (IV) violations by Contractor, its employees or agents, officers or subcontractors of the Freedom of Information Act or other similar customer law resulting from Contractor's claim that Contractor confidential information is exempt from disclosure under such laws; (V) claims brought against the State by any personnel of Contractor performing work hereunder for employment benefits or employment compensation, in each case for which Contractor is responsible and has failed to pay, except to the extent that such claim results from acts or omissions of the State; and (VI) claims brought against the State by any Contractor subcontractor performing a portion of the work hereunder for payment of its fees to the extent caused by Contractor's failure to pay such fees.

ii. Proprietary Rights Indemnification

A. Contractor shall warrant that all elements of the works of authorship, materials, information and other intellectual property that Contractor or its subcontractors create for delivery to the State of Delaware as a result of the services (the "Deliverables"), do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the State of Delaware, the State of Delaware shall

promptly notify the Contractor in writing, and Contractor shall defend such claim, suit or action at Contractor's expense, and Contractor shall indemnify the State of Delaware against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful, except to the extent that such infringement or unauthorized use arises from (i) modification of the Deliverable other than by Contractor or its subcontractors, or use thereof in a manner not contemplated by this Participating Addendum or a Purchase Order issued hereunder, (ii) the failure of the State of Delaware to use any corrections or modifications made available by Contractor, (iii) information, materials, instructions, specifications, requirements or designs provided by or on behalf of the State of Delaware, or (iv) the use of the Deliverable in combination with any platform, product, network or data not provided by Contractor.

- B. If any Deliverable is or in Contractor's reasonable judgment is likely to be, held to constitute an infringing product, Contractor shall at its expense and option either:
1. Procure the right for the State of Delaware to continue using the Deliverable(s); Replace the Deliverable with a non-infringing equivalent that satisfies all the requirements of this Participating Addendum; or
  2. Modify the Deliverable(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the Deliverable or cause the Deliverable(s) or any part of the work to fail to conform to the requirements of this Participating Addendum, or only alters the Deliverable(s) to a degree that the State of Delaware agrees to and accepts in writing.

i. Non-Performance

In the event the Contractor does not fulfill its obligations under the terms and conditions of this Participating Addendum, in addition to proceeding with termination pursuant to Section 2(y) of this Participating Addendum, the ordering agency may purchase equivalent product on the open market and the ordering agency may seek, via dispute resolution processes and subject to the limitation of liability contained herein, to hold the Contractor responsible for any resulting damages, which may include reasonable additional purchase and administrative costs for services not yet performed

in accordance with this Participating Addendum to the extent they exceed those that the ordering agency would have paid Contractor for those services.

j. Required Documentation

i. Terms and Conditions

If requested by the State, The State of Delaware Terms and Conditions Governing Cloud Services and Data Usage Agreement (Attachment A) must be completed by any vendors whose products or services are being procured through this agreement.

ii. Reports

A. One of the primary goals in administering this Participating Addendum is to keep accurate records regarding its actual value/usage. This information is essential in order to update the contents of this Participating Addendum and to establish proper bonding levels, if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested parties.

B. A complete and accurate Usage Report (Attachment B) shall be furnished in an Excel format and submitted electronically, no later than the 15th (or next business day after the 15th day) of each month, detailing the purchasing of all items and/or services on this Participating Addendum. The reports shall be completed in Excel format, using the template provided, and submitted as an attachment to [DTI\\_vendorservices@delaware.gov](mailto:DTI_vendorservices@delaware.gov). Submitted reports shall cover the full month (Report due by January 15<sup>th</sup> will cover the period of December 1 – 31.), contain accurate descriptions of the products, goods or services procured, purchasing agency information, quantities procured, and prices paid. Reports are required monthly, including those with “no spend”. Any exception to this mandatory requirement or failure to submit complete reports, or in the format required, may result in corrective action, up to and including the possible cancellation of this Participating Addendum. Failure to provide the report with the minimum required information may also negate any extension clauses of this Participating Addendum. Additionally, if the Contractor is determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

C. In accordance with Executive Order 44, the State of Delaware



is committed to supporting its diverse business industry and population. The Contractor will be required to accurately report on the participation by Diversity Suppliers which includes minority (MBE), woman (WBE), veteran owned business (VOBE), or service-disabled veteran owned business (SDVOBE) under this Participating Addendum. The reported data elements shall include but not be limited to; name of state contract/project, the name of the Diversity Supplier, Diversity Supplier contact information (phone, email), type of product or service provided by the Diversity Supplier and any minority, women, veteran, or service-disabled veteran certifications for the subcontractor (State OSD certification, Minority Supplier Development Council, Women's Business Enterprise Council, VetBiz.gov). The format used for Subcontracting 2nd Tier reporting is shown as Attachment C.

Accurate 2nd Tier reports shall be submitted to the contracting Agency's Office of Supplier Diversity at [DTI\\_vendorservices@delaware.gov](mailto:DTI_vendorservices@delaware.gov) or the 15th (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day of March, June, September, and December of each calendar year. Contract spend during the covered periods shall result in a report even if this Participating Addendum has expired by the report due date.

Information on the Delaware Division of Small Business can be found in Attachment D of this agreement.

k. Delaware Economic Impact

Contractor shall provide an annual report of the economic impact of their operations in Delaware. This report shall be submitted by February 15<sup>th</sup> of each calendar year and shall report on the immediately prior one full calendar year of operations.

The following basic information is required under this Participating Addendum:

- i. Number of Delaware Locations
- ii. Number of Delaware Employees
- iii. Annual Taxes, licenses & Fees Paid to Delaware
  - A. This may be payroll, franchise, service taxes, etc.
- iv. Major Delaware Investments/ Partnerships

- A. Amount paid to Major partners or Suppliers in Delaware
- B. Highlight of Delaware MWBE, Veteran, Small Business (SBA criteria) and Disabled Veteran partnerships/ supply chain
- C. Rent to Delaware Locations or value of Delaware real property
- D. Utility Expenses paid to Delaware utilities

The report shall be submitted to [DTI\\_vendorservices@delaware.gov](mailto:DTI_vendorservices@delaware.gov).

I. Independent Contractors

The Contractor is an independent contractor to one another, and nothing herein shall be deemed to cause this Participating Addendum to create an agency, partnership, joint venture, or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations, or other liability whatsoever of the other party or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

m. Temporary Personnel Are Not State Employees Unless and Until They Are Directly Hired

- i. Contractor agrees that any individual or group of temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation shall remain the employee(s) of Contractor for all purposes including any required compliance with the Affordable Care Act by the Contractor. Contractor agrees that it shall not allege, argue, or take any position that individual temporary staff person(s) provided to the State pursuant to this Solicitation must be provided any benefits, including any healthcare benefits by the State of Delaware and Contractor agrees to assume the total and complete responsibility for the provision of any healthcare benefits required by the Affordable Care Act to aforesaid individual temporary staff person(s). In the event that the Internal Revenue Service, or any other third-party governmental entity determines that the State of Delaware is a dual employer, or the sole employer of any individual temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation, Contractor agrees to hold harmless, indemnify, and defend the State to the maximum extent of any liability to the State arising out of such determinations.
- ii. Notwithstanding the content of the preceding paragraph, should the State of Delaware subsequently directly hire any individual temporary

staff employee(s) provided pursuant to this Solicitation, the aforementioned obligations to hold harmless, indemnify, and defend the State of Delaware shall cease and terminate for the period following the date of hire. Nothing herein shall be deemed to terminate the Contractor's obligation to hold harmless, indemnify, and defend the State of Delaware for any liability that arises out of compliance with the ACA prior to the date of hire by the State of Delaware. Contractor will waive any separation fee provided an employee works for both the Contractor and hiring agency, continuously, for a three (3) month period and is provided thirty (30) days written notice of intent to hire from the agency. Notice can be issued at second month if it is the State's intention to hire.

n. Work Performed in a State Building

Awarded Vendor(s) who have any employees carrying out any work related to the awarded contract at a State facility shall have those employees comply with any health mandate or policy issued by the State related to a pandemic or other State of Emergency issued by any State authority during the term of the awarded contract, including those that apply directly to State employees. For clarity, State buildings are those owned or leased by the State.

o. Fair Background Check Practices

Pursuant to 29 Del. C. [§ 6909B](#), the State does not consider the criminal record, criminal history, credit history or credit score of an applicant for state employment during the initial application process unless otherwise required by state and/or federal law. Contractors doing business with the State are encouraged to adopt fair background check practices. Contractors can refer to 19 Del. C. [§ 711\(g\)](#) for applicable established provisions.

p. Contractor Background Check Requirements

- i. If Contractor has access to state property or will come in contact with vulnerable populations, including children and youth, they shall complete background checks on employees serving the State's on premises contracts. Unless otherwise directed, at a minimum, this shall include a check of the Delaware Sex Offender Central Registry at: <https://sexoffender.dsp.delaware.gov/>
- ii. Individuals that are listed in the registry shall be prevented from direct contact in the service of this Participating Addendum but may provide support or off-site premises service for contract contractors. Should an individual be identified, and the Contractor believes its

employee's service does not represent a conflict with this requirement, may apply for a waiver to the primary agency listed in the solicitation. The Agency's decision to allow or deny access to any individual identified on a registry database is final and at the Agency's sole discretion.

- iii. By Agency request, the Contractor shall provide a list of all employees serving this Participating Addendum and certify adherence to the background check requirement. Individual(s) found in the central registry in violation of the terms stated, shall be immediately prevented from a return to state property in service of this Participating Addendum. A violation of this condition represents a violation of the terms and conditions of this Participating Addendum, and may subject the Contractor to penalty, including cancellation for cause of this Participating Addendum.
- iv. Individual Purchase Orders may require additional background checks and/or security clearance(s), depending on the nature of the services to be provided or locations accessed, but any other requirements shall be stated in the contract scope of work or be a matter of common law. The Contractor shall be responsible for the background check requirements of any authorized Subcontractor providing service to an agency pursuant to this Participating Addendum.

q. Servicing Subcontractors

- i. Contractor may use State-approved Subcontractors or Distributors under this Participating Addendum for sales and service functions as defined herein.
- ii. 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 work is performed by Servicing Subcontractors.
- iii. Contractor will be the sole point of contact with regard to Participating Addendum contractual matters, reporting and administrative requirements.
- iv. For the purposes of this Participating Addendum, Servicing Subcontractors are classified as follows:
  - A. "Authorized Reseller"
    - 1. Authorized Resellers may provide quotes, accept purchase orders, fulfill purchase orders, perform maintenance/warranty services, and accept payment from ordering agencies for products and associated services offered under this Participating Addendum.

2. Authorized Resellers are responsible for sending a copy of all purchase orders and invoices to the Contractor for compliance with quarterly usage reporting and administrative requirements.
3. All purchase documents to Authorized Resellers shall reference this Participating Addendum Number as the Contractor.

B. "Agent"

1. Agents are only authorized to provide quotes, sales assistance, configuration guidance and ordering support for products and associated services offered under this Participating Addendum.
  2. Agents are not authorized to accept orders or payments.
- v. Subject to the approval of the State, Servicing Subcontractors may be added or deleted during this Participating Addendum term.
  - vi. Proposed Servicing Subcontractors, as well as the Contractor, must complete the registration process at <http://esupplier.erp.delaware.gov>.
  - vii. State-approved Servicing Subcontractors will be posted on the [State's Contracting website](#).

r. Ordering Procedure

Contractor is required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Depending on the nature and scope of the event, each State agency or other governmental entity shall be responsible for contacting the Contractor directly for all required resources. All consumables delivered by the Contractor and received by a state agency or other governmental entity, become the property of that State agency or entity. Orders may be accomplished by written purchase order, telephone, fax, or computer on-line systems. All Purchase Orders **must** include the State's contract number.

s. Billing

- i. The Contractor is required to "Bill as Shipped" to the respective ordering agency(s). Notwithstanding the foregoing, the Contractor shall bill the ordering agency for services in accordance with the terms of the Order. Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number. Per Del. C. [§ 6516 \(d\)\(4\)](#), the Contractor shall not charge a late fee that exceeds more than one percent (1%) per month, not to exceed twelve percent

(12%) per annum.

- ii. Agencies will make every effort to achieve available discount opportunities under this Participating Addendum. Contractors shall be required to report semi-annually opportunities to enhance the discounts achieved.

t. Method of Payment

- i. For each P.O. issued as part of this Participating Addendum, the State will pay Contractor monthly, within thirty (30) days of receipt of the Contractor's billing. A current progress report of the work shall accompany each billing.

Final settlement for total payment to the Contractor will be made within thirty (30) days from the date of final written State acceptance of the work and services as agreed to in the P.O.

- ii. No premium time for overtime will be paid without prior written State authorization. Indirect overhead cost shall not be applied to the premium portion of the overtime.
- iii. The agencies or school districts using this Participating Addendum will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. The State of Delaware intends to maximize the use of the P-Card for payment for goods and services provided under this Participating Addendum. Contractors shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their proposals. Additionally, there shall be no minimum or maximum limits on any P-Card transaction under this Participating Addendum. While it is the State's intention to utilize the P-card payment method the State reserves, at its discretion, the right to pay by ACH/ ACI or check. Should the Contractor wish to provide a financial incentive to not process payment by P-Card, they are to prepare a proposal to clearly outline any incentives for alternative payment methods the Contractor is willing to accept.

u. Formal Contract And/or Purchase Order

No employee of the Contractor is to begin any work prior to receipt of a State of Delaware Purchase Order signed by authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office. A purchase order, email, telephone, fax, or State of Delaware's credit card shall serve as the authorization to proceed with work in accordance with the work specifications and the special instructions, once

it is received by the Contractor.

v. Minimum Wage Rates

If applicable, Work performed under this solicitation may fall under the [State of Delaware Minimum Wage Rates](#) or the Delaware Prevailing Wage rates. Prior to issuing a purchase order, the ordering agencies must obtain from the Department of Labor a determination if prevailing wage applies to the project and, if appropriate, what the applicable prevailing wage rates would be for the work to be performed. No work shall proceed without a determination by the Department of Labor. Request for prevailing wage certification can be found at: <http://dia.delawareworks.com/labor-law/prevailing-wage.php>

w. Dispute Resolution

- i. At the option of the parties, they shall attempt in good faith to resolve any dispute arising out of or relating to this Participating Addendum promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Participating Addendum. In the event such dispute is related to determining accountability for a Data Breach, as defined in Section 6 of Attachment A, the parties agree to initially meet within five (5) business days of discovery of the Data Breach. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided evidence that is otherwise admissible or discoverable shall not be rendered inadmissible.
- ii. If the matter is not resolved by negotiation, as outlined above, or, alternatively, the parties elect to proceed directly to mediation, then the matter will proceed to mediation as set forth below. Any disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to a mediator selected by the parties. If the matter is not resolved through mediation, it may be submitted for arbitration or litigation. The Agency reserves the right to proceed directly to arbitration or litigation without negotiation or mediation. Any such proceedings held pursuant to this provision shall be governed by State of Delaware law, and jurisdiction and venue shall be in the State of Delaware. Each party shall bear its own costs of mediation,

arbitration, or litigation, including attorneys' fees.

x. Remedies

Except as otherwise provided in this solicitation, including but not limited to Section w. above, all claims, counterclaims, disputes, and other matters in question between the State of Delaware and the Contractor arising out of, or relating to, this solicitation, or a breach of it may be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Delaware.

y. Termination of Individual Orders or Purchase Orders

As a central contract, this Participating Addendum shall include individual orders from state agencies and other entities authorized by law to procure from this Participating Addendum. The individual orders may be terminated as follows:

i. Termination for Cause

If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner his obligations, or if the Contractor violates any of the covenants, agreements, or stipulations of this Participating Addendum, the Agency shall have the right to terminate the P.O. by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. The Contractor shall have the right to cure such failure within the 10-day notice period. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor in the performance of the P.O. shall, at the option of the Agency, become its property, provided that any work-in-progress shall be provided on an as-is basis, and the Contractor shall be entitled to receive just and equitable compensation for any work performed prior to the effective date of termination. The Contractor may terminate the P.O. for cause for material breach by the Ordering Agency, by giving thirty (30) days prior written notice to the Ordering Agency, if the breach is not cured within such period.

ii. Termination for Convenience

The Agency may terminate the P.O. at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials



shall, at the option of the department, become its property, provided that any work-in-progress shall be provided on an as-is basis, and the Contractor shall be entitled to receive compensation for any work provided in accordance with any Statement of Work or Purchase Order and performed prior to the effective date of termination.

iii. Termination for Non-Appropriation

In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the Purchase Order, in whole or part, the Purchase Order shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

z. Termination of Participating Addendum

As a central contract, this Participating Addendum may be terminated as follows by DTI.

i. Termination for Cause

If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner its obligations under this Participating Addendum, or if the Contractor violates any of the covenants, agreements, or stipulations of this Participating Addendum, the State shall thereupon have the right to terminate this Participating Addendum by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Participating Addendum shall, at the option of the State, become its property, provided that any work-in-progress shall be provided on an as-is basis, and the Contractor shall be entitled to receive just and equitable compensation for any work provided in accordance with any Statement of Work or Purchase Order and performed prior to the effective date of termination.

On receipt of this Participating Addendum cancellation notice from the State, the Contractor shall have not less than ten (10) days to provide a written response and may identify a method(s) to resolve the violation(s). The Contractor's response shall not affect or prevent this Participating Addendum cancellation unless the State provides a written acceptance of the Contractor's response. If the State does accept the

Contractor's method and/or action plan to correct the identified deficiencies, the State will define the time by which the Contractor must fulfill its corrective obligations, but in no event will it be less than ten (10) days. Final retraction of the State's termination for cause will only occur after the Contractor successfully rectifies the original violation(s).

ii. Termination for Convenience

The State may terminate this Participating Addendum at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property, provided that any work-in-progress shall be provided on an as-is basis, and the Contractor shall be entitled to receive compensation for any work provided in accordance with any Statement of Work or Purchase Order and performed prior to the effective date of termination.

iii. Termination for Non-Appropriations

In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue this Participating Addendum, in whole or part, this Participating Addendum shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

iv. Termination for Insolvency

The State may, at its option and without notice, terminate this Agreement, effective immediately, should Contractor: (1) admit in writing its inability to pay its debts generally as they become due; (2) make a general assignment for the benefit of creditors; (3) institute proceedings to be adjudicated a voluntary bankrupt, or consent to the filing of a petition of bankruptcy against it; (4) be adjudicated by a court of competent jurisdiction as being bankrupt or insolvent; (5) seek reorganization under any bankruptcy act, or consent to the filing of a petition seeking such reorganization; or (6) have a decree entered against it by a court of competent jurisdiction appointing a receiver, liquidator, trustee, or assignee in bankruptcy or in insolvency covering all or substantially all of such party's property or

providing for the liquidation of such party's property or business affairs.

aa. Publication, Reproduction, and Use of Material

No material produced in whole or part under this Participating Addendum shall be subject to copyright in the United States or in any other country. Except to the extent the Deliverables include works of authorship, materials, information and other intellectual property created prior to or independently of the performance of the services, or created by the Contractor or its subcontractors as a tool for their use in performing the services, plus any modifications or enhancements thereto and derivative works based thereon, the State shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Participating Addendum; provided, however, that the State agrees not to use any design or engineering plans prepared by the Contractor for anything other than their intended purpose under this Participating Addendum. The Contractor shall have the right to publish any and all scientific findings. Appropriate acknowledgment and credit for the State's support shall be given in the publication.

bb. Rights and Obligations

The rights and obligations of each party to this Participating Addendum shall not be effective, and no party shall be bound by the term of this Participating Addendum, unless and until a valid executed purchase order has been approved by the State of Delaware Secretary of Finance, and all reasonable procedures of the State of Delaware Department of Finance have been complied with. A separate purchase order shall be issued for every project or order.

cc. Assignment of Antitrust Claims

The Contractor hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, regarding the specific goods or services purchased or acquired for the State pursuant to this Participating Addendum. Upon either the State's or the Contractor notice of the filing of or reasonable likelihood of filing of an action under the antitrust laws of the United States or the State of Delaware, the State and Contractor shall meet and confer about coordination of

representation in such action.

dd. Audit Access to Records

The Contractor shall maintain books, records, documents, and other evidence pertaining to the fees and expenses incurred in performing the services under this Participating Addendum to the extent and in such detail as shall adequately reflect performance hereunder. The Contractor agrees to preserve and make available to the State, upon request, such records for a period of five (5) years from the date services were rendered by the Contractor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Contractor agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of their duties under this Participating Addendum. Upon notice given to the Contractor, representatives of the State or other duly authorized State or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Participating Addendum. The cost of any audit disallowances resulting from the examination of the Contractor's financial records will be borne by the Contractor. Reimbursement to the State for disallowances shall be drawn from the Contractor's own resources and not charged to this Participating Addendum or Purchase Order cost or cost pools indirectly charging costs.

ee. IRS 1075 Publication (If Applicable)

i. Performance

In performance of this Participating Addendum, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements, to the extent applicable to it in its performance of the services:

- A. All work will be performed under the supervision of the Contractor or the Contractor's responsible employees.
- B. The Contractor and the Contractor's employees with access to or who use Federal Tax Information (FTI) must meet the background check requirements defined in IRS Publication 1075.
- C. Any Federal tax returns or Federal tax return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this Participating Addendum. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any

person except as may be necessary in the performance of this Participating Addendum. Inspection by or disclosure to anyone other than an officer or employee of the Contractor is prohibited.

- D. All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.
- E. No work involving returns and return information furnished under this Participating Addendum will be subcontracted without prior written approval of the IRS.
- F. The Contractor will maintain a list of employees authorized access. Such list will be provided to the Agency and, upon request, to the IRS reviewing office.
- G. The Agency will have the right to void this Participating Addendum if the Contractor fails to provide the safeguards described above.
- H. The Contractor shall comply with agency incident response policies and procedures for reporting unauthorized disclosures of agency data.

ii. Criminal/Civil Sanctions

Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the

provisions of this Participating Addendum. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this Participating Addendum. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

Additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of Contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

Granting Contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractor must maintain its authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, Contractor must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, Sanctions

for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the Contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

iii. Inspection

The IRS and the Agency, with 24-hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this Participating Addendum for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the Contractor is found to be noncompliant with contract safeguards.

ff. Subcontracts

- i. Subcontracting is permitted under this Participating Addendum. However, every subcontractor, authorized representative or reseller shall be identified (Attachment E) and agreed to in writing by the State or as are specifically authorized in writing by the Agency during the performance of this Participating Addendum. Any substitutions in or additions to such subcontractors, associates, or consultants will be subject to the prior written approval of the State.
- ii. The Contractor shall be responsible for compliance by the subcontractor with all terms, conditions and requirements of the Master Contract and this Participating Addendum and with all local, State, and Federal Laws. The Contractor shall be liable for any noncompliance by any subcontractor, subject to the limitation of liability contained herein. Further, nothing contained herein or in any subcontractor agreement shall be construed as creating any contractual relationship between the subcontractor and the State.

gg. Contractor Emergency Response Point of Contact

The Contractor shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty-four (24) hours a day,

seven (7) days a week where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan or in the event of a local emergency or disaster where a state governmental entity requires the services of the Contractor.

In the event of a serious emergency, pandemic, or disaster outside the control of the State, the State may negotiate, as may be authorized by law, emergency performance from the Contractor to address the immediate needs of the State, even if not contemplated under the original Participating Addendum. Payments are subject to appropriation and other payment terms.

hh. Potential Contract Overlap

Contractors shall be advised that the State, at its sole discretion, shall retain the right to solicit for goods and/or services as required by its agencies and as it serves the best interest of the State. As needs are identified, there may exist instances where contract deliverables, and/or goods or services to be solicited and subsequently awarded that overlap this Participating Addendum.

ii. Supplemental Solicitation

The State reserves the right to advertise a supplemental solicitation during the term of this Participating Addendum if deemed in the best interest of the State.

jj. Confidentiality and Data Integrity

DTI is responsible for safeguarding the confidentiality and integrity of data in State computer files regardless of the source of those data or medium on which they are stored: e.g., electronic data, computer output microfilm (COM), tape, or disk. Computer programs developed to process State Agency/School District data will not be modified without the knowledge and written authorization of the Department of Technology and Information. All data generated from the original source data, shall be the property of the State of Delaware. The control of the disclosure of those data shall be retained by the State of Delaware and the Department of Technology and Information.

The Contractor is required to agree to the requirements in the Confidentiality and Integrity of Data Statement; Attachment F attached and made a part of this Participating Addendum. Contractor employees may be required to sign the statement prior to beginning any work.

kk. Security

As computer, network, and information security are of paramount concern,



the State wants to ensure that computer/network hardware and software does not compromise the security of its IT infrastructure. Therefore, the Contractor agrees that, to the extent applicable, certain systems and services provided by the Contractor meet or exceed the Top 20 Critical Security controls located at <http://www.sans.org/critical-security-controls/>. Compliance of third-party products may be restricted by such third-party requirements.

## II. Tax Exemption

- i. In accordance with the Internal Revenue Service regulations, the State of Delaware is generally exempt from federal excise tax for communications, certain fuels, sales by manufacturers, and the tax on heavy trucks, trailers, and tractors. More detail is included in IRS Publication 510 Excise Taxes located at <https://www.irs.gov/publications/p510>. Per IRS regulations, all exemption certificates must be specific to the vendor and the type of excise tax. If an exemption certificate is requested by a vendor, the Division of Accounting will work with the agency and vendor to complete the appropriate certificate. Such taxes shall not be included in prices quoted. Such taxes shall not be included in prices quoted.
- ii. Any material which is to be incorporated in the work or any equipment required for the work contemplated in the proposal may be consigned to the Agency. If the shipping papers show clearly that any such material is so consigned, the shipment will be exempt from the tax on the transportation of property under provisions of Section 3475 (b) of the Internal Revenue Code, as amended by Public Law 180 (78th Congress). All transportation charges shall be paid by the Contractor.

## mm. Document Execution

The State of Delaware requires a new vendor to complete the registration process through the Delaware Supplier Portal at <http://esupplier.erp.delaware.gov>. Successful completion of this registration enables the creation of a State of Delaware supplier record. The Taxpayer ID (SSN or EIN) and Applicant (supplier) name are submitted to the Internal Revenue Service for "matching". If the Taxpayer ID and name do not match, the vendor record cannot be approved.

It is the applicant's responsibility to select the appropriate 1099 Withholding Type and Class. If incorporated, a business is not subject to 1099 reporting

unless the business is providing legal or medical services.

Any questions about completing this registration or specific comments about the registration, please contact supplier maintenance by phone at 302-672-5000.

nn. Limitation on Damages

Contractor, its subsidiaries and subcontractors, and its personnel shall not be liable to the State of Delaware for any claims, liabilities, or expenses relating to the Master Contract, this Participating Addendum, any order placed hereunder, or the services ("Claims") for an aggregate amount in excess of \$1,000,000.00, except to the extent resulting from their recklessness, bad faith or intentional misconduct. In no event shall Contractor, its subsidiaries or subcontractors, or its personnel be liable to the State of Delaware for any loss of revenues or profits (whether or not deemed to constitute a direct Claim), or any consequential, special, indirect, incidental, punitive or exemplary loss, damage, or expense, relating to the Master Contract, this Participating Addendum, any order placed hereunder, or the services. Notwithstanding any other provisions, any claims or liabilities related to data breaches, data loss, unauthorized access to data, or any other cyber liabilities are considered direct damages for which Contractor may be subject to liability. In circumstances where any limitation on damages provision hereunder is unavailable, the aggregate liability of each party, its subsidiaries and subcontractors, and their respective personnel for any Claim shall not exceed an amount that is proportional to the relative fault that their conduct bears to all other conduct giving rise to such Claim.

oo. End User License Agreements

With regard to any Products which the State of Delaware or other Ordering Agencies may license pursuant to the Master Contract and applicable Participating Addenda, the parties recognize that an End User License Agreement may apply to such licenses and Products. Any such End User License Agreement must be agreed to in writing by Contractor and the State of Delaware or other Ordering Agency.

### **3. PRIMARY CONTACTS**

The primary government contact individuals for this Addendum are as follows (or their named successors):

#### **Lead State**

Contact: Blake Theo Porter  
Phone: (801) 957-7136  
Email: [btporter@utah.gov](mailto:btporter@utah.gov)

#### **Contractor**

Contact: Thomas Beck  
Address: 50 S 6<sup>th</sup> St. Ste. 2800 Minneapolis, MN 55402  
Phone: (612) 397-4000  
Fax: (313) 396-3618  
Email: [thbeck@deloitte.com](mailto:thbeck@deloitte.com)

#### **Participating State: Delaware Department of Technology and Information**

Contact: Lacey Hutchison  
Address: 801 Silver Lake Blvd, Dover, DE 19904  
Phone: (302) 739-9500  
Fax: (302) 739-6251  
Email: [DTI\\_Vendorservices@delaware.gov](mailto:DTI_Vendorservices@delaware.gov)

### **4. CONTRACT NUMBER**

The contract number for the State of Delaware is: GSS177930-CLOUD\_SOL.

This Participating Addendum and the Master Price Agreement, Number AR2479, administered by the State of Utah, together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations, or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Contract, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Contract and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Contract and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

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

State of Delaware  
By: Gregory Lane  
Name: Gregory Lane  
Title: Chief Technology Officer  
Date: Feb 1, 2024

Contractor: Deloitte Consulting LLP  
By: Mohammad H Fasihi  
Mohammad H Fasihi (Jan 19, 2024 12:42 EST)  
Name: Mohammad H Fasihi  
Title: Managing Director  
Date: Jan 19, 2024

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## PUBLIC AND NON-PUBLIC DATA OWNED BY THE STATE OF DELAWARE

### State of Delaware Cloud and/or Offsite Hosting Specific Terms and Conditions

Contract/Agreement #GSS17793 CLOUD SOL Appendix  
between State of Delaware and Deloitte Consulting LLP dated Jan 19, 2024

	Public Data	Non Public Data	
1	✓	✓	<b>Data Ownership:</b> The State of Delaware shall own all right, title and interest in its data that is provided to PROVIDER by or on behalf of the State of Delaware related to the Services provided by this Contract ("State of Delaware Data"), subject to the terms the Contract. The PROVIDER shall not access State of Delaware user accounts, or State of Delaware Data, except (i) in the course of data center operations, (ii) in response to service or technical issues, (iii) as required to perform the Services by the express terms of this Contract, or (iv) at State of Delaware's written request. All information obtained or generated by the PROVIDER under this Contract shall become and remain property of the State of Delaware, subject to the terms of the Contract.
2	✓	✓	<b>Data Usage:</b> The PROVIDER shall comply with the following conditions. At no time will any State of Delaware Data be copied, disclosed, or retained by PROVIDER or any party related to PROVIDER for subsequent use other than in connection with the performance of the Services or as otherwise permitted in the Contract including this Agreement. The PROVIDER will take reasonable steps to limit the use of, or disclosure of, and requests for, State of Delaware Data to the minimum necessary to accomplish the intended purpose under this Contract. PROVIDER may not use any State of Delaware Data collected in connection with the Services issued from this proposal for any purpose other than fulfilling the performance of the Services. Protection of Personally Identifiable Information (PII, as defined in the <a href="#">State's Terms &amp; Conditions Governing Cloud Services policy</a> ), privacy, and sensitive data shall be an integral part of the business activities of the PROVIDER to ensure that there is no inappropriate or unauthorized use of State of Delaware Data at any time. The PROVIDER shall safeguard the confidentiality, integrity, and availability of State of Delaware Data in its possession or control. No party related to the PROVIDER or contracted by the PROVIDER may retain any State of Delaware Data for subsequent use in any transaction that has not been expressly authorized by the State of Delaware.
3	✓	✓	<b>Termination and Suspension of Service:</b> In the event of termination of the Contract, PROVIDER shall implement an orderly return of State of Delaware Data in CSV, XML, or another mutually agreeable format. The PROVIDER shall guarantee the subsequent secure disposal of State of Delaware Data. a) Suspension of Services: During any period of suspension, contract negotiation, or disputes, the PROVIDER shall not take any action to intentionally erase any State of Delaware Data. b) Termination of any Services or the Contract in entirety: In the event of termination of any Services or the Contract in entirety, the PROVIDER shall not take any action to intentionally erase any State of Delaware Data for a period of ninety (90) days after the effective date of the termination. All obligations for protection of State of Delaware Data remain in place and enforceable during this 90-day period. After such 90 day period has expired, the PROVIDER shall have no obligation to maintain or provide any State of Delaware Data and shall thereafter, unless legally or contractually prohibited, dispose of all State of Delaware Data in its systems or otherwise in its possession. Within this 90-day timeframe, the PROVIDER will continue to secure and back up State of Delaware Data covered under this Contract. c) Post-Termination Assistance: The State of Delaware shall be entitled to any post-termination assistance generally made available with respect to cloud hosting, unless a unique data retrieval arrangement has been established as part of the Service Level Agreement. d) Secure Data Disposal: When non-public State of Delaware Data is provided to the PROVIDER by the State of Delaware in connection with the performance of the Services, the PROVIDER shall destroy all such requested data in all of its forms (e.g., disk, CD/DVD, backup tape, paper). State of Delaware Data shall be permanently deleted, and shall not be recoverable, in alignment with National Institute of Standards



STATE OF DELAWARE  
DEPARTMENT OF TECHNOLOGY AND INFORMATION  
801 Silver Lake Blvd., Dover, Delaware 19904

**PUBLIC AND NON-PUBLIC DATA OWNED BY THE STATE OF DELAWARE**

**State of Delaware Cloud and/or Offsite Hosting Specific Terms and Conditions**

Contract/Agreement #GSS17793 CLOUD SOL Appendix \_\_\_\_\_  
between State of Delaware and Deloitte Consulting LLP dated \_\_\_\_\_

	Public Data	Non Public Data	
			and Technology (NIST) approved methods after ninety (90) days of this Contract's termination. The PROVIDER shall provide written <a href="#">certificates of destruction</a> to the State of Delaware.
4		✓	<b>Data Location:</b> The PROVIDER shall not store, process, or transfer any non-public State of Delaware Data outside of the United States, including for back-up and disaster recovery purposes. The PROVIDER will permit its personnel and subcontractors to access State of Delaware Data remotely only as required to provide technical or call center support.
5		✓	<b>Encryption:</b> The PROVIDER shall encrypt all non-public State of Delaware <b>Data in transit</b> regardless of the transit mechanism. For engagements where the PROVIDER stores State of Delaware Data that includes sensitive personally identifiable or otherwise confidential information, this data shall be <b>encrypted at rest</b> . The PROVIDER's encryption shall be consistent with validated cryptography standards as specified in National Institute of Standards and Technology <a href="#">FIPS140-2</a> , Security Requirements. The key location and other key management details will be discussed and negotiated by both parties. When the PROVIDER cannot offer encryption at rest, they must maintain, for the duration of the Contract, cyber security liability insurance coverage for any loss resulting from a Data Breach (as defined in Section 6 below) in accordance with the <a href="#">Cloud and Offsite Hosting Policy</a> . See section 11.
6		✓	<b>Breach Notification and Recovery:</b> The PROVIDER must notify the State of Delaware at <a href="mailto:eSecurity@delaware.gov">eSecurity@delaware.gov</a> immediately or within 24 hours of any determination of the breach of security as defined in 6 Del. C. §12B-101(2) resulting in the destruction, loss, unauthorized disclosure, or alteration of State of Delaware Data in PROVIDER's possession or control ("Data Breach"). The PROVIDER shall send a preliminary written report detailing the nature, extent, and root cause of any such Data Breach promptly and within two (2) business days following notice of such a breach. The PROVIDER will continue to send any and all reports subsequent to the preliminary Data Breach written report. The PROVIDER shall meet and confer with representatives of DTI regarding required remedial action in relation to any such Data Breach without unreasonable delay. If data affected by Data Breach is not encrypted ( <i>see CS3, below</i> ), Delaware Code (6 Del. C. §12B-100 et seq.) and requires public breach notification of any incident resulting in the loss or unauthorized disclosure of Delawareans' Personally Identifiable Information (PII, as defined in <a href="#">Delaware's Terms and Conditions Governing Cloud Services policy</a> ) by PROVIDER or its subcontractors, the PROVIDER will assist and be responsible for all costs to provide notification to persons whose information was disclosed as a result of a Data Breach caused by PROVIDER's breach of its obligations to safeguard State of Delaware Data pursuant to the Contract, including this Agreement without unreasonable delay but not later than sixty (60) days after determination of the breach, except 1) when a shorter time is required under federal law; 2) when law enforcement requests a delay; or 3) reasonable diligence did not identify certain residents, in which case notice will be delivered as soon as practicable, subject to the applicable terms of the Contract. The State of Delaware will use reasonable efforts to allocate such costs appropriately. All such communication shall be coordinated with the State of Delaware. Should the PROVIDER or its contractors be liable for the Security Breach, the PROVIDER shall bear all costs associated with investigation, response, and recovery from the breach subject to Section 2(nn) of the Contract. This includes, but is not limited to, credit monitoring services with a term of at least three (3) years, mailing costs, website, and toll-free telephone call center services. The State will retain all determining authority for Security Breach notification responsibility. The PROVIDER shall not issue a media notice pertaining to any Security Breach without consulting of the State, other than in response to media notices identifying or



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Contract/Agreement #GSS17793 CLOUD SOL Appendix \_\_\_\_\_  
between State of Delaware and Deloitte Consulting LLP dated \_\_\_\_\_

	Public Data	Non Public Data	
			associating PROVIDER with a Security Breach.
7		✓	<b>Background Checks:</b> The PROVIDER must warrant that they will only assign employees and subcontractors who have passed a federally compliant (IRS Pub 1075 2.C.3) criminal background check. The background checks must demonstrate that staff, including subcontractors, utilized to fulfill the obligations of the Contract, have no convictions, pending criminal charges, or civil suits related to any crimes of dishonesty. This includes but is not limited to criminal fraud, or any conviction for any felony or misdemeanor offense for which incarceration for a minimum of one (1) year is an authorized penalty. The PROVIDER shall promote and maintain an awareness of the importance of securing the State's information among the PROVIDER's employees and agents. Failure to obtain and maintain all required criminal history may be deemed a material breach of the Contract and grounds for immediate termination and denial of further work with the State of Delaware.
8		✓	<b>Security Logs and Reports:</b> The PROVIDER shall allow the State of Delaware access to summaries of relevant system security logs in connection with any Security Breach.
9		✓	<b>Sub-contractor Flowdown:</b> The PROVIDER shall be responsible for ensuring its subcontractors' compliance with the security requirements stated herein.
10		✓	<b>Contract Audit:</b> The PROVIDER shall provide the State of Delaware with the Security Documentation described below to allow the State of Delaware to audit PROVIDER's system security, and data center security, as appropriate. PROVIDER'S parent company has engaged a third party to (a) conduct an examination in accordance with Service Organization Controls 2 ("SOC 2") standards under the Statement on Standards for Attestation Engagements to evaluate the description, suitability of the design, and the operating effectiveness of the security controls of PROVIDER's infrastructure support services system used to provide the Services relevant to security and availability, and to prepare a Type 2 SOC 2 report with respect thereto (the "SOC 2 Infrastructure Report") and (b) certify that PROVIDER'S information security management system that manages its clients' confidential information complies with the requirements of ISO/IEC 27001:2013 (the "ISO 27001 Certificate"). Upon written request, PROVIDER shall promptly provide the State of Delaware with a copy of the most recently available (i) SOC 2 Infrastructure Report, (ii) the ISO 27001 Certificate, or (iii) a report prepared by a third party that is designed to provide similar information as such SOC 2 Infrastructure Report or ISO 27001 Certificate (collectively, the "Security Reports"). The State of Delaware shall not disclose such Security Reports, or refer to such Security Reports in any communication, to any person or entity other than the State of Delaware. In the event that the State of Delaware has any questions regarding such Security Reports, PROVIDER shall make appropriate personnel reasonably available to discuss the contents thereof.
11		✓	<b>Cyber Liability Insurance:</b> An awarded vendor unable to meet the <a href="#">Terms and Conditions Governing Cloud Services and Data Usage Policy</a> requirement of encrypting PII at rest shall, prior to execution of a this Contract, present a valid certificate of cyber liability insurance at the levels indicated below. Further, the awarded vendor shall ensure the insurance remains valid for the entire term of this Contract, inclusive of any term extension(s). Levels of cyber liability insurance required are based on the number of PII records anticipated to be housed within the solution at any given point in the term of this Contract. Should the actual number of PII records exceed the anticipated number, it is the vendor's responsibility to ensure that



## PUBLIC AND NON-PUBLIC DATA OWNED BY THE STATE OF DELAWARE

### State of Delaware Cloud and/or Offsite Hosting Specific Terms and Conditions

Contract/Agreement #GSS17793 CLOUD SQL Appendix \_\_\_\_  
between State of Delaware and Deloitte Consulting LLP dated \_\_\_\_

	Public Data	Non Public Data																						
			sufficient coverage is obtained (see table below). In the event that vendor fails to obtain sufficient coverage is obtained (see table below). In the event that vendor fails to obtain sufficient coverage, vendor shall be liable to cover damages up to the required coverage amount. .																					
			<table><tr><th></th><th>Number of PII records</th><th>Level of cyber liability insurance required (claim = data breach)</th></tr><tr><td>1</td><td>1-10,000</td><td>\$2,000,000 per claim</td></tr><tr><td>2</td><td>10,001 – 50,000</td><td>\$3,000,000 per claim</td></tr><tr><td>3</td><td>50,001 – 100,000</td><td>\$4,000,000 per claim</td></tr><tr><td>4</td><td>100,001 – 500,000</td><td>\$10,000,000 per claim</td></tr><tr><td>5</td><td>500,001 – 1,000,000</td><td>\$10,000,000 per claim</td></tr><tr><td>6</td><td>1,000,001 – 10,000,000</td><td>\$10,000,000 per claim</td></tr></table>		Number of PII records	Level of cyber liability insurance required (claim = data breach)	1	1-10,000	\$2,000,000 per claim	2	10,001 – 50,000	\$3,000,000 per claim	3	50,001 – 100,000	\$4,000,000 per claim	4	100,001 – 500,000	\$10,000,000 per claim	5	500,001 – 1,000,000	\$10,000,000 per claim	6	1,000,001 – 10,000,000	\$10,000,000 per claim
	Number of PII records	Level of cyber liability insurance required (claim = data breach)																						
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STATE OF DELAWARE  
DEPARTMENT OF TECHNOLOGY AND INFORMATION  
801 Silver Lake Blvd., Dover, Delaware 19904

**PUBLIC AND NON-PUBLIC DATA OWNED BY THE STATE OF DELAWARE**

**State of Delaware Cloud and/or Offsite Hosting Specific Terms and Conditions**

Contract/Agreement #GSS17793 CLOUD SOL Appendix \_\_\_\_  
between State of Delaware and Deloitte Consulting LLP dated \_\_\_\_

The terms of this Agreement shall be incorporated into the aforementioned contract. Any conflict between this Agreement and the aforementioned contract shall be resolved by giving priority to this Agreement. By signing this Agreement, the PROVIDER agrees to abide by the following applicable Terms and Conditions [check one]:

FOR OFFICIAL ☐ **1-3 (Public Data)**  
USE ONLY ☐ **1-11 (Non-Public Data)**

Provider Name/Address (print): Deloitte Consulting LLP

1919 North Lynn St #1500

Rosslyn, VA 22209

Provider Authorizing Official Name (print): Mohammad H Fasihi

Provider Authorizing Official Signature: Mohammad H Fasihi  
Mohammad H Fasihi (Jan 19, 2024 12:42 EST)

Date: Jan 19, 2024

STATE OF DELAWARE  
MONTHLY USAGE REPORT

## SAMPLE REPORT - FOR ILLUSTRATION PURPOSES ONLY

[illegible]

**Note:** A copy of the Usage Report will be sent by electronic mail to the Awarded Contractor. The report shall be submitted electronically in **EXCEL** and sent as an attachment to [DTI\\_vendorservices@delaware.gov](mailto:DTI_vendorservices@delaware.gov). It shall contain the six-digit department and organization code for each agency and school district

**SAMPLE REPORT - FOR ILLUSTRATION PURPOSES ONLY**

State of Delaware																	
Subcontracting (2nd tier) Quarterly Report																	
Prime Name:							Report Start Date:										
Contract Name/Number							Report End Date:										
Contact Name:							Today's Date:										
Contact Phone:							*Minimum Required		Requested detail								
Vend or Name *	Vendo r TaxID *	Contra ct Name/ Numbe r*	Vendo r Conta ct Name *	Vendo r Conta ct Phone *	Repo rt Start Date*	Repo rt End Date*	Amount Paid to Subcontract or*	Work Performed by Subcontract or UNSPSC	M/WBE Certifyi ng Agency	Veteran/Servi ce-Disabled Veteran Certifying Agency	2nd tier Suppli er Name	2nd tier Suppli er Addres s	2nd tier Suppli er Phone Numbe r	2nd tier Suppli er email	Descripti on of Work Performe d	2nd tier Suppli er Tax Id	Dat e Pai d

**Note:** A copy of the Subcontracting Quarterly Report will be sent by electronic mail to the Awarded Contractor.

Completed reports shall be saved in an Excel format and submitted to the following email address:

[DTI\\_vendorservices@delaware.gov](mailto:DTI_vendorservices@delaware.gov).



**The Office of Supplier Diversity (OSD) has moved to the  
Division of Small Business (DSB)**

Supplier Diversity Applications can be found here:

<https://business.delaware.gov/osd/>

Completed Applications can be emailed to: [OSD@Delaware.gov](mailto:OSD@Delaware.gov)

For more information, please send an email to OSD:

[OSD@Delaware.gov](mailto:OSD@Delaware.gov) or call 302-577-8477

Self-Register to receive business development information here:

<https://business.delaware.gov/directory-of-certified-businesses/>

**New Address for OSD:**

Office of Supplier Diversity (OSD)  
State of Delaware  
Division of Small Business  
820 N. French Street, 10<sup>th</sup> Floor  
Wilmington, DE 19801

Telephone: 302-577-8477 Fax: 302-736-7915

Email: [OSD@Delaware.gov](mailto:OSD@Delaware.gov)

Web site: <https://business.delaware.gov/osd/>

**Dover address for the Division of Small Business**

**Local applicants may drop off applications here:**

Division of Small Business  
99 Kings Highway  
Dover, DE 19901  
Phone: 302-739-4271

Submission of a completed Office of Supplier Diversity (OSD) application is optional and does not influence the outcome of any award decision.

## SUBCONTRACTOR INFORMATION FORM

<b>PART I – STATEMENT BY CONTRACTOR</b>		
1. CONTRACT NO. Insert Contract Number	2. Proposing Vendor Name:	3. Mailing Address
4. SUBCONTRACTOR		
a. NAME	4c. Company OSD Classification: Certification Number: _____	
b. Mailing Address:	4d. Women Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4e. Minority Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4f. Disadvantaged Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4g. Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4h. Service Disabled Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No	
5. DESCRIPTION OF WORK BY SUBCONTRACTOR		
6a. NAME OF PERSON SIGNING	7. BY ( <i>Signature</i> )	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		
<b>PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR</b>		
9a. NAME OF PERSON SIGNING	10. BY ( <i>Signature</i> )	11. DATE SIGNED
9b. TITLE OF PERSON SIGNING		

Use a separate form for each subcontractor



## DEPARTMENT OF TECHNOLOGY AND INFORMATION

William Penn Building  
801 Silver Lake Boulevard  
Dover, Delaware 19904-2407

### CONFIDENTIALITY (NON-DISCLOSURE) AND INTEGRITY OF DATA AGREEMENT

The Department of Technology and Information is responsible for safeguarding the confidentiality and integrity of data in State computer files regardless of the source of those data or medium on which they are stored, e.g., electronic data, computer output microfilm (COM), tape, or disk. Computer programs developed to process State Agency data will not be modified without the knowledge and written authorization of the Department of Technology and Information. All data generated from the original source data, shall be the property of the State of Delaware. The control of the disclosure of those data shall be retained by the State of Delaware and the Department of Technology and Information.

I/we, as an employee(s) of Deloitte Consulting LLP or officer of my firm, when performing work for the Department of Technology and Information, understand that I/we act as an extension of DTI and therefore I/we are responsible for safeguarding the States' data and computer files as indicated above. I/we will not use, disclose, or modify State data or State computer files without the written knowledge and written authorization of DTI. Furthermore, I/we understand that I/we are to take all necessary precautions to prevent unauthorized use, disclosure, or modification of State computer files, and I/we should alert my immediate supervisor of any situation which might result in, or create the appearance of, unauthorized use, disclosure, or modification of State data.

Penalty for unauthorized use, unauthorized modification of data files, or disclosure of any confidential information may mean the loss of my position and benefits, and prosecution under applicable State or Federal law.

This statement applies to the undersigned Contractor and to any others working under the Contractor's direction.

I, the Undersigned, hereby affirm that I have read DTI's Policy on Confidentiality (Non-Disclosure) and Integrity of Data and understood the terms of the above Confidentiality (Non-Disclosure) and Integrity of Data Agreement, and that I/we agree to abide by the terms above.

Contractor Signature Mohammad H Fasihi  
Mohammad H Fasihi (Jan 19, 2024 12:42 EST)

Title: Managing Director

Date: Jan 19, 2024

Contractor Name: Deloitte Consulting LLP

GSS177930-CLOUD\_SOL