DELAWARE DEPARTMENT OF
TECHNOLOGY AND INFORMATION

AGREEMENT COVER PAGE

PARTICIPATING ADDENDUM NUMBER DTI260062-CLOUD_SOL
COOPERATIVE CONTRACT NUMBER LS4994
BETWEEN
STATE OF DELAWARE

AND

ERNST & YOUNG, LLP

CLOUD AND SOFTWARE SOLUTIONS

Department Primary Contact:	**Lacey Hutchison** **IT Procurement Officer**
Service Owner:	**Lindsay Lewis** **IT Director, Legislative Hall**
Section:	**Office of Partner Services**
Vendor Primary Contact:	**Pam Kelly** **Director**
Vendor Executive Contact:	**Justin Fishman** **Partner**

PARTICIPATING ADDENDUM NUMBER DTI260062-CLOUD_SOL

COOPERATIVE CONTRACT NUMBER LS4994

for

Cloud and Software Solutions

Between

The State of Delaware

And

ERNST & YOUNG, LLP

1. SCOPE

a. This Participating Addendum is made between the State of Delaware, Department of Technology and Information (DTI) and Ernst & Young, LLP (Vendor), to establish Cloud and Software Solutions.

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 and shall continue through September 15, 2036. 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 Ernst & Young, 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)

Vendor 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. Vendor 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. Such limits may be satisfied by a combination of primary and excess liability policies.
iii. Automotive Liability Insurance covering all automotive units used in the work (including all units leased from and/or provided by the State to Vendor pursuant to this Participating Addendum as well as all units used by Vendor, regardless of the identity of the registered owner, used by Vendor 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;
v. $250,000 for property damage to others;
vi. $25,000 per person per accident Uninsured/Underinsured Motorists coverage;
vii. $25,000 per person, $300,000 per accident Personal Injury Protection (PIP) benefits as provided for in 21 Del. C. § 2118; and
viii. Comprehensive coverage for all leased vehicles, which shall cover the replacement cost of the vehicle in the event of collision, damage, or other loss.

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

i. Medical/Professional Liability - $1,000,000 per occurrence/$3,000,000 per aggregate
ii. Miscellaneous Errors and Omissions - $1,000,000 per occurrence/$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 Certificate of Insurance and/or copies of the insurance policies, 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: DTI260062-CLOUD_SOL
801 Silver Lake Blvd
Dover, DE 19904

Nothing contained herein shall restrict or limit the Vendor's right to procure insurance coverage in amounts higher than those required by this Participating Addendum. To the extent that the Vendor 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 and shall replace the insurance obligations contained herein.

To the extent that Vendor has complied with the terms of this Participating Addendum and has procured insurance coverage for all vehicles Leased and/or operated by Vendor 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. Digital Accessibility Requirements

   i. All deliverables produced under any resulting contract must comply with applicable federal and state digital accessibility laws, regulations, and policies in effect at the time of delivery, including Section 508 of the Rehabilitation Act and the current adopted version of the Web Content Accessibility Guidelines (WCAG) Level AA.
   ii. Accessibility must be incorporated into the creation of all documents, electronic content, software, websites, and other work products. Deliverables that do not meet applicable accessibility

requirements may be rejected, and the Contractor shall remediate any deficiencies at no additional cost to the State.

iii. Failure to comply with these requirements may constitute a material breach of contract.

c. Electronic Catalog

At the discretion of DTI, the Vendor 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.

d. Intent to Load Catalogs in State eProcurement Solution

Vendor shall provide catalog(s) and the corresponding price list(s) for all goods that are being offered to the State for purchase and shall include all applicable and price tiers available for each product in the pricing format required of this of this solicitation. These documents may be required and supplied by the Vendor in an electronic format as determined by the State over the life of this Participating Addendum. The prices listed therein will be the prices paid by the State for purchases during this Participating Addendum term.

At the discretion of the State, all items will need to be provided in an electronic format for use in a hosted catalog offering which will be presented in the State's eProcurement solution. All single items listed must reflect one price, at the discounted rate as offered by the Vendor in their proposal and as accepted by the State. Volume discounts offered for multiple units or multi-unit packaging shall be listed as a separate line item(s) in any catalog submitted for posting to the State's eProcurement solution.

Vendor shall supply the catalog file to an identified state representative and/or the State's designated eProcurement vendor.

A zero-dollar catalog shall be submitted to the eProcurement solution vendor no later than thirty (30) days prior to the end of this Participating Addendum term and shall be the final catalog update provided under this Participating

Addendum. The State will approve this catalog, after this Participating Addendum end date, to remove all items and pricing from the eProcurement Solution. The zero-dollar catalog serves as a correcting entry to maintain system integrity of valid items. The failure by the Vendor to comply and submit this correcting entry will be viewed as a major performance deficiency.

At any time during this Participating Addendum term, (1) the Vendor shall remove individual or categories of items from the catalog offering if requested by the State; (2) consider expanding the catalog offering with additional items or categories if requested and accepted by the State; and/or (3) the State may take unilateral action on the items listed in the eProcurement solution to hide or otherwise make unauthorized any items the State believes is outside the scope of the categories.

The failure and/or inability to comply with this hosted catalog requirement may subject the Vendor to corrective action, up to and possibly including termination of this Participating Addendum.

A hosted catalog is defined as a Vendor supplied electronic catalog of all items, including item descriptions, attributes, and the prices, which will be stored and publicly visible in the State's eProcurement solution. At the sole discretion of the State, DTI will consider implementation and use of a punchout catalog solution in lieu of the hosted catalog option. A punchout catalog uses the eProcurement system to access to the Vendor's electronic catalog. Users can then shop, select, and retrieve items back into the eProcurement system, allowing the original to execute an order.

e. 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.

f. Permits and Licenses

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

g. Patented Devices, Material and Processes

i. The Vendor 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 Vendor and the surety shall hold and save harmless the State of Delaware, the Agency, the Director, their Officers, or Agents from any and all claims 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.

h. State Of Delaware Business License

Prior to commence performance under this agreement, the Vendor 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.

i. 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 Vendor 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.

j. Indemnification

i. General Indemnification

The Vendor 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, arising out of the Vendor's, its agents, and employees' performance work or services in connection with this Participating Addendum.

ii. Proprietary Rights Indemnification

A. Vendor shall warrant that all elements of its solution, including all equipment, software, documentation, services, and 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 Vendor in writing, and Vendor shall defend such claim, suit or action at Vendor's expense, and Vendor 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.

B. If any equipment, software, services (including methods) products or other intellectual property used or furnished by the Vendor (collectively "Products") is or in Vendor's reasonable judgment is likely to be, held to constitute an infringing product, Vendor shall at its expense and option either:

1. Procure the right for the State of Delaware to continue using the Product(s); Replace the product with a non-infringing equivalent that satisfies all the requirements of this Participating Addendum; or
2. Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the

Product(s) or any part of the work to fail to conform to the requirements of this Participating Addendum, or only alters the Product(s) to a degree that the State of Delaware agrees to and accepts in writing.

k. Limitation of Liability

i. For any claim or cause of action arising under or related to the Participating Addendum, to the extent permitted by the Constitution and the laws of the State, none of the parties shall be liable to the other for punitive, special, indirect, incidental, exemplary or consequential damages, even if it is advised of the possibility of such damages. Vendor’s indemnification obligations arising under this Participating Addendum are direct damages not subject to limitation under this section.

ii. Vendor and the State of Delaware limit Vendor’s liability for damages in any claim or cause of action arising under or related to a Purchase Order not to exceed two-times the total value of the Purchase Order. Such value includes all amounts paid and amounts to be paid over the life of the Purchase Order to Vendor by the State of Delaware as described in the Purchase Order.

iii. Notwithstanding the foregoing or anything to the contrary herein, any limitation of Vendor’s liability contained herein or in a Purchase Order shall not apply to: claims related to breach of cyber security and Vendor's remediation obligations under the Participating Addendum, claims of bodily injury; violation of intellectual property rights including but not limited to patent, trademark, or copyright infringement; indemnification requirements under the Participating Addendum; and violation of state or federal law including but not limited to disclosures of confidential information and any penalty of any kind lawfully assessed as a result of such violation.

l. Non-Performance

In the event the Vendor does not fulfill its obligations under the terms and conditions of this Participating Addendum, in addition to proceeding with termination of this Participating Addendum, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the Vendor. Under no circumstances shall monies be due the Vendor in the event open market products can be obtained below contract price. Any monies charged to the Vendor may be deducted from an open invoice.

m. Required Documentation

   i. The following Terms and Conditions must be completed if requested by the State by any vendor whose products or services are being procured through this Participating Addendum.

      A. Terms and Conditions Governing Cloud Services and Data Usage Agreement, included in this agreement as Attachment A and as updated at link above.

   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. Submitted reports shall cover the full month (Report due by January 15th 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 Vendor 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. The State of Delaware is committed to supporting its diverse business industry and population. The Vendor 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.

D. Accurate 2nd Tier reports shall be submitted to DTI_vendorservices@delaware.gov on 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.

n. Delaware Economic Impact

Vendor shall provide an annual report of the economic impact of their operations in Delaware. This report shall be submitted by February 15th 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.

o. Solicitation of State Employees

Vendors shall not, directly or indirectly, solicit any employee of the State of Delaware to leave the State of Delaware's employ in order to accept employment with the Vendor, its affiliates, actual or prospective Vendors, or any person acting in concert with Vendor, without prior written approval of the State of Delaware's contracting officer. Former State of Delaware employees are prohibited from conducting business in violation of the code of conduct, REF: 29 Del. C., §58.

This paragraph does not prevent the employment by a Vendor of a State of Delaware employee who has initiated contact with the Vendor. However, State of Delaware employees may be legally prohibited from accepting employment with the Vendor or subcontractor under certain circumstances. Vendors may not knowingly employ a person who cannot legally accept employment under state or federal law. If a Vendor discovers that they have done so, they must terminate that employment immediately.

p. Independent Vendors

The Vendor is an independent Vendor 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.

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

i. Vendor 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 Vendor for all purposes including any required compliance with the Affordable Care Act by the Vendor. Vendor 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 Vendor 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, Vendor 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 Vendor’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. Vendor will waive any separation fee provided an employee works for both the Vendor 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.

r. 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.

s. 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. Vendors doing business with the State are encouraged to adopt fair background check practices. Vendors can refer to 19 Del. C. § 711(g) for applicable established provisions.

t. Vendor Background Check Requirements

i. If Vendor 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 Vendors. Should an individual be identified, and the Vendor 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 Vendor 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 Vendor 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 Vendor shall be responsible for the background check requirements of any authorized Subcontractor providing service to an agency pursuant to this Participating Addendum.

v. Pursuant to 29 Del. C.§ 9016G, any employees, contractors, and subcontractors who require access to DTI systems, facilities, or data must submit to a criminal background check. This criminal background check must include a report of the individual's entire state criminal history record information from the State Bureau of Identification (SBI) or a statement that the SBI Central Repository contains no such information relating to that individual and a report of the individual's entire federal criminal history record information from the Federal Bureau of Investigation (FBI) or a statement that the FBI's record contain no such information relating to that individual.

u. Servicing Subcontractors

i. Vendor may use State-approved Subcontractors or Distributors under this Participating Addendum for sales and service functions as defined herein.

ii. Vendor 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. Vendor 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 Vendor for compliance with quarterly usage reporting and administrative requirements.
3. All purchase documents to Authorized Resellers shall reference this Participating Addendum Number as the Vendor.

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 Vendor, 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.

v. Ordering Procedure

Vendor 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 Vendor directly for all required resources. All consumables delivered by the Vendor 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.

w. Purchasing Portal

The NASPO eMarketplace purchasing portal will be available for this contract. The portal clearly displays contract-compliant pricing, is accessible to authorized users, and will be maintained for the duration of this Participating Addendum term.

x. Quote Requirements

   i. Reseller/Contractor is required to respond to quote requests in a reasonable timeframe not exceeding five (5) business days unless previously negotiated with requestor.
   ii. Reseller/Contractor must honor and guarantee all quotes for thirty (30) calendar days.
   iii. Reseller/Contractor quotes must contain:
      - Description - Full description of item
      - Quantity - Item quantity requested
      - Unit Price - Quoted cost per item
      - Amount of Mark-up/Discount
      - Extended Price - Cost quoted for total quantity of items

y. Billing

   iv. Vendor shall submit invoices to the Department in sufficient detail to support the services provided no later than ninety (90) calendar days of the completion of services or delivery of goods for which payment is requested. Invoices submitted after this period will not be accepted or paid, and the Department shall be released from any liability for payment of such invoices. This stipulation will not be waived except by written agreement of the Department. The Department agrees to pay those invoices within thirty (30) calendar days of receipt. Any undisputed, late payment shall incur interest of 1% per month. In the event the Department disputes a portion of an invoice; they agree to pay the undisputed portion of the invoice within thirty (30) calendar days of receipt and to provide Vendor a detailed statement of their position on the disputed portion of the invoice within thirty (30) calendar days of receipt. If payment is not made within thirty (30) calendar days of receipt, the State will not be required to pay late fees. All payments should be sent to the Vendor's identified address on record with the State of Delaware's Division of Accounting as identified in the completion of the electronic W-9.
   v. The Vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number. Per Del. C. § 6516 (d)(4), the Vendor shall not charge a late fee that exceeds more

than one percent (1%) per month, not to exceed twelve percent (12%) per annum.

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

z. Method of Payment

i. For each P.O. issued as part of this Participating Addendum, the State will pay Vendor monthly, within thirty (30) days of receipt of the Vendor's billing, the amount which is legitimately earned by the Vendor, and supported by payroll data and an itemized accounting of reasonable reimbursable direct non-salary costs. A current progress report of the work shall accompany each billing.

Final settlement for total payment to the Vendor 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.

The State will not be liable for any good or services provided by the vendor prior to the receipt of an approved purchase order.

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. Vendors 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. Should the Vendor 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 Vendor is willing to accept.

iv. Invoices for DTI shall be submitted electronically to DTI_Fiscal@delaware.gov. For all other participating entities or State Agencies, invoices shall be submitted to the designated contact and by the method preferred by that Agency.

aa. Formal Contract And/or Purchase Order

No employee of the Vendor 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 Vendor.

bb. 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. 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.

cc. Remedies

Except as otherwise provided in this solicitation, all claims, counterclaims, disputes, and other matters in question between the State of Delaware and the Vendor 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.

dd. 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 Vendor fails to fulfill in timely and proper manner his obligations, or if the Vendor 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 Vendor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination and after giving Vendor a reasonable period of time to cure. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor in the performance of the P.O. shall, at the option of the Agency, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the Agency.

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 and the Vendor shall be entitled to receive compensation for any satisfactory

work completed on such documents and other materials which are usable to the Agency.

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.

ee. 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 Vendor fails to fulfill in timely and proper manner its obligations under this Participating Addendum, or if the Vendor 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 Vendor 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 Vendor under this Participating Addendum shall, at the option of the State, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

On receipt of this Participating Addendum cancellation notice from the State, the Vendor shall have not less than five (5) days to provide a written response and may identify a method(s) to resolve the violation(s). The Vendor's response shall not affect or prevent this Participating Addendum cancellation unless the State provides a written acceptance of the Vendor's response. If the State does accept the Vendor's method and/or action plan to correct the identified deficiencies, the State will define the time by which the Vendor must fulfill its corrective obligations. Final retraction of the State's termination for cause will only occur after the Vendor successfully rectifies the original violation(s). At its discretion the State may reject in writing the Vendor's proposed action plan and proceed with the original Participating Addendum cancellation timeline.

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 and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State.

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 Upon Insolvency

The State may, at its option and without notice, terminate this Agreement, effective immediately, should Vendor: (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.

ff. 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. 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 Vendor for anything other than their intended purpose under this Participating Addendum. The Vendor 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.

gg. 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.

hh. Assignment of Antitrust Claims

The Vendor 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 Vendor 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 Vendor shall meet and confer about coordination of representation in such action.

ii. Audit Access to Records

The Vendor shall maintain books, records, documents, and other evidence pertaining to this Participating Addendum to the extent and in such detail as shall adequately reflect performance hereunder. The Vendor 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 Vendor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Vendor 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 Vendor, 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 Vendor's financial records will be borne by the Vendor. Reimbursement to the State for disallowances shall be drawn from the Vendor's own resources and not charged to this Participating Addendum or Purchase Order cost or cost pools indirectly charging costs.

jj. IRS 1075 Publication (If Applicable)

i. Performance

In performance of this Participating Addendum, the Vendor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

A. All work will be performed under the supervision of the Vendor or the Vendor's responsible employees.

B. The Vendor and the Vendor’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 Vendor 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 Vendor 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 Vendor fails to provide the safeguards described above.

H. The Vendor 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 Vendor 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 Vendors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of Vendor, 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 Vendor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Vendor 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, Vendor 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 Vendor 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 Vendor 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 Vendor is found to be noncompliant with contract safeguards.

kk. Vendor Emergency Response Point of Contact

The Vendor 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 Vendor.

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 Vendor 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.

ll. Potential Contract Overlap

i. Vendors 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. Vendor agrees that the pricing, terms, and conditions offered under this Agreement shall be no less favorable than those provided under any other active Agreement the Vendor holds with any State of Delaware Agency for the same or substantially similar products or services. If at any time during the term of this Agreement it is determined that overlapping or concurrent Agreements with any State of Delaware Agency contain more favorable pricing, terms, or conditions for similar products or services, the lower pricing and/or more favorable terms shall apply to this Agreement, retroactive to the effective date of such overlapping terms. The State shall be entitled to a credit, refund, or adjustment accordingly.

mm. 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.

nn. Confidentiality and Data Integrity

To the extent permissible under 29 Del. C. § 10001, et seq, the parties to this Agreement shall preserve in strict confidence any information, reports or documents obtained, assembled, or prepared in connection with the performance of this Agreement. Notwithstanding any language found in any other agreements related to this engagement, if the Department receives a request for information pursuant to Delaware's Freedom of Information Act, the Department will not be required to contact Vendor or obtain approval prior to responding to the request.

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

oo. Security

i. As computer, network, and information security are of paramount concern, the State wants to ensure that Vendor computer/network hardware and software does not compromise the security of its IT infrastructure. Therefore, the Vendor is certifying that any of its systems or software meets or exceeds the Top 18 Critical Security controls located at http://www.sans.org/critical-security-controls/. Vendor agrees to provide any third-party and internal audit and assessments completed on its systems or software, if requested by the State. These audits or assessments might include Center for Internet Security (CIS) Top 18 Critical Security Controls, v8.1.

ii. Vendor must provide clear notice to DTI when making any material changes to the Vendor's privacy policy.

pp. 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 Vendor.

qq. 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.

3. PRIMARY CONTACTS

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

Lead State: Utah

Contact:	Keli Lessing
Phone:	801-957-7167
Email:	klessing@utah.gov

Vendor: Ernst & Young, LLP

Contact:	Pam Kelley
Address:	1775 Tysons, Blvd Tysons, VA 22102
Phone:	617-783-3937
Email:	pam.kelly@ey.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

4. COMPLETE AGREEMENT

The contract number for the State of Delaware is: DTI260062-CLOUD_SOL

a. This Participating Addendum and the Master Price Agreement, Number LS4994 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.

b. 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.

c. Any unilateral terms or conditions on any materials that Vendor generates and proposes as an agreement with the Purchasing Entity (e.g., pre-printed materials, order forms, invoices, browse-wrap or click-wrap terms and conditions) will be null and void and of no consequence whatsoever in interpreting the Parties' legal rights and responsibilities as they pertain to products or services provided by Vendor.

d. Where a Purchasing Entity or any personnel associated with the Purchasing Entity are required to click-through or otherwise accept or made subject to any electronic terms and conditions to use or access any Product or Service purchased hereunder, such terms and conditions are not binding and shall have no force or effect as to the Product or Service, this Agreement, or the applicable order for the Product or Service.

e. In case of conflict with any Appendices to this Participating Addendum or the Master Contract, this main body of this Participating Addendum and the Master Contract will govern. No Purchase order, Quote, Invoice or other attachment to this Participating Addendum, including without limitation those executed after this main body of this Participating Addendum and the Master Contract, will be construed to amend this main body unless it specifically states its intent to “amend” this Participating Addendum, under a clause or section entitled “Amendment,” that cites the section or sections amended. Such an amendment executed through an Order will operate only with respect to the subject matter of such Order.

f. If the scope of any provision of this Participating Addendum or the Master Contract is too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the Participating Addendum shall not thereby fail, but the scope of such provision shall be curtailed only to the extent necessary to conform to the law.

g. Vendor may not order any product requiring a purchase order prior to the Department's issuance of such order. No other agreements, representations, warranties, or other matters, whether oral or written, shall be deemed to bind the parties hereto with respect to the subject matter hereof.

h. A provision that requires the State to be bound by a term or condition that is unknown to the State at the time of the signing of the contract, that is not specifically negotiated with the State, that may be unilaterally changed by the other party, or that is electronically accepted by a State employee will not be enforceable. For the avoidance of doubt, a term or condition will be considered "unknown" if it is not affirmatively communicated to the contract Service Owner or a designee.

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

State of Delaware		Vendor:	Ernst & Young LLP
By:	Jordan Schulties	By:	Pam Kelly
Name:	Jordan Schulties	Name:	Pamela S Kelly
Title:	Chief Administrative Officer	Title:	Director
Date:	07/23/2026	Date:	07/23/2026

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

State of Delaware Terms and Conditions Governing Cloud Services and Data Usage Agreement

Contract/Agreement #DTI260062-CLOUD_SOL, Attachment A
between State of Delaware and Ernst & Young, LLP

This document shall become part of the final contract.

	Public Data	Non Public Data	
1	✔	✔	**Data Ownership:** The State of Delaware shall own all right, title and interest in its data that is related to the services provided by this 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 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.
2	✔	✔	**Data Usage:** The PROVIDER shall comply with the following conditions. At no time will any information, belonging to or intended for the State of Delaware, be copied, disclosed, or retained by PROVIDER or any party related to PROVIDER for subsequent use in any transaction. The PROVIDER will take reasonable steps to limit the use of, or disclosure of, and requests for, confidential State data to the minimum necessary to accomplish the intended purpose under this agreement. PROVIDER may not use any information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service. Protection of Personally Identifiable Information (PII, as defined in the State's Terms and Conditions Governing Cloud Services and Data Usage policy), 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 information at any time. The PROVIDER shall safeguard the confidentiality, integrity, and availability of State information. No party related to the PROVIDER or contracted by the PROVIDER may retain any data for subsequent use in any transaction that has not been expressly authorized by the State of Delaware.
3	✔	✔	**Termination and Suspension of Service:** 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 agreement in entirety: In the event of termination of any services or agreement 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 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 the contract. c) Post-Termination Assistance: The State of Delaware shall be entitled to any post-termination assistance generally made available with respect to the Services unless a unique data retrieval arrangement has been established as part of the Service Level Agreement. d) Secure Data Disposal: When non-public data is provided by the State of Delaware, the PROVIDER shall destroy all requested data in all of its forms (e.g., disk, CD/DVD, backup tape, paper). Data shall be permanently deleted, and shall not be recoverable, in accordance with National Institute of Standards and Technology (NIST) approved methods after ninety (90) days of the contract termination. The PROVIDER shall provide written certificates of destruction to the State of Delaware.
4		✔	**Data Location:** 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.

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

State of Delaware Terms and Conditions Governing Cloud Services and Data Usage Agreement

Contract/Agreement #DTI260062-CLOUD_SOL, Attachment A
between State of Delaware and Ernst & Young, LLP

This document shall become part of the final contract.

	Public Data	Non Public Data	
5		✔	**Encryption:** The PROVIDER shall encrypt all non-public **data in transit** regardless of the transit mechanism. For engagements where the PROVIDER stores sensitive personally identifiable or otherwise confidential information, this data shall be **encrypted at rest.** The PROVIDER's encryption shall be consistent with validated cryptography standards as specified in National Institute of Standards and Technology FIPS140-2, 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 in accordance with the Terms and Conditions Governing Cloud Services and Data Usage Policy. See section 11.
6		✔	**Breach Notification and Recovery:** The PROVIDER must notify the State of Delaware at eSecurity@delaware.gov 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. The PROVIDER shall send a preliminary written report detailing the nature, extent, and root cause of any such data breach no later than two (2) business days following notice of such a breach. The PROVIDER will continue to send any and all reports subsequent to the preliminary 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 is not encrypted (*see* CS3, below), Delaware Code (6 Del. C. §12B-100 et seq.) requires public breach notification of any incident resulting in the loss or unauthorized disclosure of Delawareans' Personally Identifiable Information (PII, as defined in Delaware's Terms and Conditions Governing Cloud Services and Data Usage Policy) 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. 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(k) 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 breach accountability and responsibility. The PROVIDER shall not issue a media notice pertaining to any Security Breach without the consulting with the State, other than in response to media notices identifying or associating PROVIDER with a Security Breach.
7		✔	**Background Checks:** 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

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

State of Delaware Terms and Conditions Governing Cloud Services and Data Usage Agreement

Contract/Agreement #DTI260062-CLOUD_SOL, Attachment A
between State of Delaware and Ernst & Young, LLP

This document shall become part of the final contract.

	Public Data	Non Public Data	
			breach of the contract and grounds for immediate termination and denial of further work with the State of Delaware.
8		✔	**Security Logs and Reports:** The PROVIDER shall allow the State of Delaware access to summaries of relevant system security logs in connection with any Security Breach.
9		✔	**Sub-contractor Flow down:** The PROVIDER shall be responsible for ensuring its subcontractors' compliance with the security requirements stated herein.
10		✔	**Contract Audit**. The PROVIDER shall provide the State of Delaware with Security Documentation described below to allow the State of Delaware to audit PROVIDER's system security, and data center security, as appropriate. PROVIDER'S organization 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 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		✔	**Cyber Liability Insurance:** An awarded vendor unable to meet the Terms and Conditions Governing Cloud Services and Data Usage Policy requirement of encrypting PII at rest shall, prior to execution of a contract, present a valid certificate of cyber liability insurance at the levels indicated below. Such coverage may be included in the awarded vendor's professional liability insurance that includes coverage for errors and omissions and cyber liability. Further, the awarded vendor shall ensure the insurance remains valid for the

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	Public Data	Non Public Data	
			entire term of the 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 the contract. Should the actual number of PII records exceed the anticipated number, it is the vendor's responsibility to ensure that 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.

Level	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

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

Provider Name/Address (print): Ernst & Young LLP

1775 Tysons, Blvd Tysons, VA 22102

Provider Authorizing Official Name (print): Pam Kelly

Provider Authorizing Official Signature: Pam Kelly

Date: 07/23/2026

Form Revision Date: 8/21/23

Attachment B

STATE OF DELAWARE
MONTHLY USAGE REPORT

SAMPLE REPORT - FOR ILLUSTRATION PURPOSES ONLY

[illegible]

☐ Revise and Replace Previous Report

State of Delaware - Monthly Usage Report

Contract No.:
Contract Title:

See Below for Transaction Detail

E-mail report to **vendorusage@delaware.gov** no later than the 15th of each month for prior calendar month usage

Check here if there were no transactions for the reporting period ☐

FSF #:
Supplier Name:
Contact Name:
Contact Phone:

State Contract Item Sales $ -
Non-State Contract Item Sales $ -
Total Sales $ -

Report Start Date:
Report End Date:
Today's Date:

Customer Group	Customer Department, School District, or OTHER - Municipality / Non-Profit	Customer Division (State Agency Section name, School name, Other Municipality / Non-Profit name)	Item Description	Awarded Contract Item Yes/No	Contract Item Num/	Unit of Measu	Qty	Contract Proposal Pr--- / Rate	Total Spend (Qty x Contract Proposal Price / Rate)

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

Attachment C

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								
Vendor Name*	**Vendor TaxID***	**Contract Name/ Number***	**Vendor Contact Name***	**Vendor Contact Phone***	**Report Start Date***	**Report End Date***	**Amount Paid to Subcontractor***	**Work Performed by Subcontractor or UNSPSC**	**M/WBE Certifying Agency**	**Veteran/Service-Disabled Veteran Certifying Agency**	**2nd tier Supplier Name**	**2nd tier Supplier Address**	**2nd tier Supplier Phone Number**	**2nd tier Supplier email**	**Description of Work Performed**	**2nd tier Supplier Tax Id**	**Date Paid**

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

Completed reports shall be saved in an Excel format and submitted to the following email address: DTI_vendorservices@delaware.gov.

Attachment D

DELAWARE OFFICE OF SUPPLIER DIVERSITY

The Office of Supplier Diversity (OSD)

Supplier Diversity Certification Application Portal can be found here:
Office of Suppler Diversity Certification Application Portal

For more information, please send an email to OSD:
osd@delaware.gov or call 302-577-8477

Subscribe to the OSD Mailing List

Carvel State Building
820 N. French Street, 10th Floor
Wilmington, DE 19801

Telephone: 302-577-8477 / Fax: 302-736-7915
Email: osd@delaware.gov
Web site: https://business.delaware.gov/osd/

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

DELAWARE DIVISION OF SMALL BUSINESS

Attachment E

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 Ernst & Young, 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 Vendor and to any others working under the Vendor'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.

Vendor Signature Pam Kelly
Title: Director
Date: 07/23/2026
Vendor Name: Ernst & Young, LLP