

**Participating Public Agency Agreement 2025-BUS-7528**  
**To the OMNIA Partners - City of Mesa Agreement Number 2024056**  
**between CDW Government LLC and State of Iowa, Department of Management**

This Participating Public Agency Agreement 2025-BUS-7528 ("PPAA") is entered into May 22, 2025 ("Effective Date") by and between CDW Government LLC, an Illinois limited liability company located at 230 N. Milwaukee Ave., Vernon Hills, IL 60061 ("Supplier" or "Contractor" or "Vendor") and State of Iowa, Department of Management ("Participating Public Agency" or "DOM"). Supplier and Participating Public Agency are referred to herein as "Parties".

WHEREAS, Participating Public Agency is a member of the **OMNIA Partners Public Sector, Inc.**, ("OMNIA Partners") group purchasing organization; and

WHEREAS, Supplier is an authorized seller of Information Technology Solutions and Services to members of OMNIA Partners pursuant to an Administrative Agreement executed by Supplier and OMNIA Partners, dated July 02, 2024. The terms of the City of Mesa Agreement Number 2024056-01 Information Technology Solutions & Services, by and between Supplier and the City of Mesa (the "Master Agreement") were fully incorporated into such Administrative Agreement; and


WHEREAS, Participating Public Agency desires to enter into additional terms with Supplier that are supplemental to the terms of the Master Agreement and to which Participating Public Agency is otherwise entitled.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged the Parties agree is as follows:


- 1. Term.** The term of this PPAA shall begin as of the Effective Date and shall be concurrent with the term of the Master Agreement unless otherwise terminated as provided herein. Termination rights are as set forth in the Master Agreement.
- 2. Eligible Entities:** The benefits of this PPAA shall be extended to those Participating Public Agency affiliates or subsidiaries set forth on the attached Exhibit A (collectively also referred to as "Participating Public Agency" or "Purchasing Entity").
- 3. Pricing Program:** Pricing for Products and Services sold to Participating Public Agency shall be as set forth in Exhibit B, attached hereto.
- 4. Reserved.**
- 5. Reserved.**
- 6. Order of Precedence:** Any conflict between the terms of the Master Agreement and the terms of this PPAA shall be governed by the terms of this PPAA, including Exhibit C Additional Terms and Conditions. Those terms that are not otherwise in conflict shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties have executed and delivered this PPAA as a document under seal as of the Effective Date.

**CDW Government LLC**

By:  <small>Anup Sreedharan (May 22, 2025 01:54 GMT+5.5)</small>
Printed Name: Anup Sreedharan
Title: Sr, Manager, Program Management
Date: May 22, 2025

**Participating Public Agency**

By: 
Printed Name: Kraig Paulsen
Title: Director
Date: 05/21/2025

## **Exhibit A – Participating Public Agency Affiliates**

The State of Iowa, through the Department of Management (“DOM”), authorizes all state government departments, agencies, boards, commissions, institutions, political subdivisions, school districts, and other public entities within the State of Iowa that are authorized under Iowa law to procure goods and services through cooperative purchasing agreements to procure products and services from CDW Government LLC under Master Agreement No. 2024056-01, as adopted through this Participating Public Agency Agreement.

To the extent a Purchasing Entity other than DOM makes a purchase hereunder pursuant to a Purchasing Instrument executed by it, such Purchasing Entity shall be solely responsible for any payments due, duties, and obligations otherwise owed Vendor under the separate Purchasing Instrument. In addition, notwithstanding any other provision of this Agreement to the contrary, DOM bears no obligation or liability for any other Purchasing Entity’s losses, liabilities, or obligations, including Vendor’s failure to perform, arising out of or relating in any way to this Agreement. Likewise, the State of Iowa generally bears no obligation or liability for any political subdivision’s losses, liabilities, or obligations, including Vendor’s failure to perform, arising out of or relating in any way to this Agreement.

## Exhibit B - Pricing

Supplier shall offer to Participating Public Agency and its affiliates identified in Exhibit A, the pricing below, which is based upon a discount from Supplier's advertised price, publicly verifiable at [www.cdwg.com](http://www.cdwg.com).

### PRICING

Category	Discount off Advertised
Accessories (A)	7.50%
Power, Cooling & Racks (B)	5.00%
Desktop Computers (C)	3.25%
Desktop Accessories (C/CE)	7.50%
Desktop Stands/Risers(C/PC/DM1)	5.00%
Data Storage/Drives (D)	6.00%
Enterprise Storage (E)	6.00%
Point of Sale/Data Capture (F)	4.25%
Servers & Server Management (H)	5.00%
Services (CDW Delivered) (J)*	0.00%
Notebook/Mobile Devices (L)	4.00%
Chromebooks (CBK)	0.00%
NetComm Products (N)	7.00%
Carts and Furniture (O)	6.00%
Printing & Document Scanning (P)	3.00%
Services (Partner Delivered) (Q)*	5.00%
Client Configure-to-Order (R)	3.25%
Software (S)	4.00%
Collaboration Hardware (T)	6.00%
Video & Audio (V)	5.00%
Cables (W)	15.00%
Apple (All Categories)	0.50%
Cloud (Iaas, Paas, Saas)	0.00% <b>MSRP</b>



## **Exhibit C**

### **Attachment A General Terms and Conditions**

1. **Definitions.** In addition to any other terms that may be defined elsewhere in this Agreement, the following terms shall have the following meanings:
  - 1.1. “Acceptance” means the Purchasing Entity has determined a portion of the Deliverables satisfies its Acceptance Tests. “Final Acceptance” means the Purchasing Entity has determined all Deliverables satisfy the Purchasing Entity’s Acceptance Tests. “Non-acceptance” means the Purchasing Entity has determined that a portion of or all of the Deliverables have not satisfied the Purchasing Entity’s Acceptance Tests.
  - 1.2. “Acceptance Criteria” means the specifications, goals, performance measures or standards, testing results, requirements, technical standards, representations, or other criteria designated by the Purchasing Entity and against which Acceptance Tests are conducted, including any of the foregoing stated or expressed in this Agreement, a Purchasing Instrument, the RFP, the proposal, any Documentation, and any applicable state, federal, foreign, and local laws, rules, and regulations.
  - 1.3. “Acceptance Tests” or “Acceptance Testing” means the tests, reviews, and other activities that are performed by or on behalf of the Purchasing Entity to determine whether any or all Deliverables meet Acceptance Criteria or otherwise satisfy the Purchasing Entity, as determined by the Purchasing Entity in its sole discretion.
  - 1.4. “AI” or “Artificial Intelligence” means a machine-based system that infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments.
  - 1.5. “Authorized Contractors” means independent contractors, consultants, or other third parties (including other Governmental Entities) that are retained, hired, or utilized by the Purchasing Entity in any way to assist the Purchasing Entity with any Deliverables provided hereunder.
  - 1.6. “Confidential Information” means, subject to any applicable federal, state, or local laws and regulations, including Iowa Code Chapter 22, any confidential or proprietary information or trade secrets disclosed by either Party (“Disclosing Party”) to the other Party (“Receiving Party”) that, at the time of disclosure, is designated as confidential (or like designation), is disclosed in circumstances of confidence, or would be understood by the Parties, exercising reasonable business judgment, to be confidential. Confidential Information does not include any information that: (i) was previously and rightfully in the possession of the Receiving Party from a source other than the Disclosing Party; (ii) was known to the Receiving Party prior to the disclosure of the information by the Disclosing Party; (iii) was disclosed to the Receiving Party without restriction by an independent third party having a legal right to disclose the information; (iv) is in the public domain; (v) is independently developed by the Receiving Party without any reliance on Confidential Information disclosed by the Disclosing Party; (vi) is disclosed or is required or authorized to be disclosed in compliance with applicable law; or (vii) is disclosed by the Receiving Party with the written consent of the Disclosing Party.
  - 1.7. “Customer Data” means all information, data (including de-identified and aggregated data), materials, or documents (including Confidential Information and personal data) originating with, disclosed by, provided by, made accessible by, or otherwise obtained by or from the Purchasing Entity, the State of Iowa, or users, directly or indirectly, including from any Authorized Contractors of any of the foregoing, related to this Agreement in any way whatsoever, regardless of form, including all information, data, materials, or documents accessed, used, or developed by Vendor in connection with any Deliverables provided hereunder and all originals and copies of any of the foregoing.

- 1.8. "Customer Property" means any property, whether tangible or intangible, of or belonging to the Purchasing Entity, including Customer Data and Deliverables, software, hardware, programs, or other property possessed, owned, or otherwise controlled, maintained, or licensed by the Purchasing Entity, including third party Software or third party intellectual property.
- 1.9. "Customer-Owned Deliverables" means any Deliverables discovered, created, or developed by Vendor at the direction of the Purchasing Entity or for a specific project under this Agreement, including all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables, including copyrights, patents, trademarks, trade secrets, trade dress, mask work, utility design, derivative works, and all other rights and interests therein or related thereto, including any underlying Source Code and related Documentation.
- 1.10. "Deficiency" means a defect, flaw, error, bug, failure, omission, interruption of service, or other problem of any nature whatsoever related to a Deliverable(s) including any failure of a Deliverable(s) to conform to or meet an applicable Specification. Deficiency also includes the lack of something essential or necessary for completeness or proper functioning of a Deliverable(s).
- 1.11. "Deliverables" means all of the services, goods, software, work, work product, items, materials, and property to be created, developed, produced, delivered, performed, or provided by or on behalf of, or otherwise made available through, Vendor, directly or indirectly, in connection with this Agreement.
- 1.12. "Documentation" means any and all technical information, commentary, explanations, design documents, system architecture documents, database layouts, code, test materials, training materials, guides, manuals, worksheets, notes, work papers, and all other information, documentation, and materials discovered, created, or developed by Vendor hereunder or otherwise related to or used in conjunction with any Deliverables in any medium, including hard copy, electronic, digital, and magnetically, or optically encoded media.
- 1.13. "DOM" means the State of Iowa Department of Management and, unless the context clearly indicates otherwise, any independent contractors, consultants, or other third parties (including other governmental entities) who are retained, hired, or utilized by DOM in furtherance of this Agreement.
- 1.14. "Process" or "Processing" shall mean any operation or set of operations performed upon the personal data, whether or not by automatic means, including collection, recording, organization, use, transfer, disclosure, storage, manipulation, combination, and deletion of personal data.
- 1.15. "Purchasing Entity" means the governmental entity that signs a Purchasing Instrument and, unless the context clearly indicates otherwise, any independent contractors, consultants, or other third parties who are retained, hired, or utilized by the Purchasing Entity in furtherance of the Purchasing Instrument or this Agreement.
- 1.16. "Purchasing Instrument" means an individual transactional document executed hereunder for the purchase of Deliverable(s) pursuant to this Agreement, regardless of form, and which identifies the specific Deliverable(s) to be purchased and any Acceptance Criteria or specifications related thereto.
- 1.17. "Vendor" means the entity identified on the CD&E including any employees, agents, independent contractors, or any other staff or personnel acting on behalf of or at the direction of Vendor, which personnel may alternatively be referred to as "Vendor Personnel", and which includes any Vendor contractor performing or providing services or Deliverables under this Agreement.

## **2. Modified Underlying Agreement Terms**

- 2.1. Any references in the Underlying Agreement to the City of Mesa, Arizona, or its governmental units, or to rights and privileges granted to such governmental units, shall be interpreted to mean the State of Iowa and its equivalent governmental entities for the purposes of this Agreement. Similarly, any

references to city or state statutes, regulations, case law, or other legal authorities shall be construed as references to the corresponding Iowa legal authorities addressing substantially similar subject matter.

- 2.2. Where the Underlying Agreement refers to “Contractor,” replace with “Vendor” or “Vendor Personnel.”
- 2.3. Where the Underlying Agreement refers to “City,” replace with State of Iowa, Department of Management (“DOM”), or Purchasing Entity, as applicable.
- 2.4. Section 4 (Document Order of Precedence) of the Terms and Conditions is hereby modified to insert the following documents, in the order listed below, to take precedence before the documents identified in the original Terms and Conditions. The original list in Section 4 shall remain and shall apply after the documents listed below:
  - a. Ancillary agreements unique to a Purchasing Entity making purchases hereunder that specifically address state, local, or federal regulatory or compliance concerns and which may be incorporated via a Purchasing Instrument;
  - b. The following incorporated terms, to the extent expressly designated as applicable in a Purchasing Instrument:
    1. The IT Business Associate Agreement (“BAA”), which may be updated from time to time to conform with applicable federal laws, a current version of which is available at: <https://ocio.iowa.gov/document/20220224-baa-it>. The BAA will be negotiated at time of requirement.;
    2. The IRS Publication 1075 Exhibit 7, which may be updated from time to time to conform with applicable laws, a current version of which is available at: <https://ocio.iowa.gov/document/irs-pub1075-ex7>;
    3. The Federal Certifications, which may be updated from time to time to confirm with applicable federal law, a current version of which is available at [https://ocio.iowa.gov/sites/default/files/federal\\_certifications\\_20230816.pdf](https://ocio.iowa.gov/sites/default/files/federal_certifications_20230816.pdf).
    4. Iowa Code chapter 8F
  - c. This PPAA.
- 2.5. Section 6 (Pricing of the Terms and Conditions) is modified to include:
  - 6.6 Payment Timing and Fiscal Year-End Requirements. The Purchasing Entity shall pay all approved invoices in arrears and, to the extent applicable, in conformance with Iowa Code section 8A.514 and corresponding implementing rules, regulations, and policies. The Purchasing Entity may pay in less than 60 days, but an election to pay in less than 60 days shall not, to the extent applicable, act as an implied waiver of Iowa Code section 8A.514. Vendor shall submit all invoices for payment to the Purchasing Entity, by August 1 for all services performed in the preceding state fiscal year (the State fiscal year ends June 30). If the Vendor seeks payment for end of state fiscal year claims submitted after August 1, the Vendor may submit the late claims, but the Purchasing Entity will only reimburse the claims if funding is available and the Purchasing Entity is legally authorized to make payment. If funding is not available after the end of the state fiscal year, the Vendor may submit the claim to the Iowa State Appeal Board for a final decision regarding reimbursement of the claim.
- 2.6. Section 7.9 (Insurance) of the Terms and Conditions is modified to include:

7.9.4 Insurance Policies. Unless otherwise requested by the Purchasing Entity, the Vendor shall cause to be issued insurance policies with the coverages set forth below:

<u>Type of Insurance</u>	<u>Limit</u>	<u>Amount</u>
Excess Liability, umbrella form	Each Occurrence	\$1 million
	Aggregate	\$1 million
Technology Errors and Omissions Insurance including Cyber Liability/Network Security	Each claim	\$5 million
	Aggregate	\$15 million

7.10 Claims Provision. All insurance policies required by this section, with the exception of the policy for Errors and Omissions Insurance, must provide coverage on an “occurrence basis” for all claims arising from activities occurring during the term of the policy. The policy for Errors and Omissions Insurance will provide coverage on a “claims made” basis, provided, however, that Vendor shall either maintain uninterrupted coverage for a minimum of two (2) years following the termination or expiration of this Agreement, or shall procure tail coverage (extended reporting period coverage) for at least two (2) years following such termination or expiration, covering claims arising from acts or omissions occurring during the term of the Agreement. Multiple claims arising from the same event will be treated as a single claim for limit and deductible purposes for Technology Errors and Omissions Insurance.

Vendor shall ensure its General Liability coverage is primary and non-contributory with respect to any insurance maintained by the State of Iowa or the Iowa Department of Management, regardless of any limitations or conflicting provisions in the Vendor’s policy.

7.11 Certificates of Coverage. The Vendor shall submit certificates of the insurance, which indicate coverage and notice provisions as required by this Contract, to the Agency upon execution of this Contract. Send the Certificate of Insurance (COI) to the DOM contract email address: [ITContracts@dom.iowa.gov](mailto:ITContracts@dom.iowa.gov). Include in the COI the following additions:

COI - Description of Operations box shall state:

Except with respect to Workers Compensation, the State of Iowa and the Iowa Department of Management are included as additional insureds on a primary and non-contributory basis for all applicable policies, without limitation or restriction by policy provisions.

COI - The Certificate Holder box shall state:

State of Iowa - Department of Management  
200 East Grand Avenue  
Des Moines, IA 50309

- 2.7. Section 14 (Attorneys’ Fees) of the Terms and Conditions is struck in its entirety and replaced with the following:

If the Vendor is found to be in breach of its obligations under this Agreement by a court or tribunal of competent jurisdiction or if the Vendor fails to successfully defend against any legal action arising out of or relating to this Agreement, the Vendor shall be liable for and shall promptly reimburse the Purchasing Entity for all reasonable attorney’s fees, court costs, and any other related expenses incurred by the Purchasing Entity in enforcing its rights or remedies under this Agreement.

- 2.8. Section 7 (Amendments) of Exhibit C City of Mesa Standard Terms and Conditions is modified to include the following:

Terms associated with transactional documents (e.g., invoices), as well as terms such as “shrink wrap” or “clickwrap” agreements, will have no force and effect unless reduced to a formal Amendment signed by both parties.

- 2.9. Section 41 (Governing Law, Forum) is struck in its entirety and replaced with the following:

This Agreement shall be governed by the laws of the State of Iowa, without giving effect to the choice of law principles of Iowa law. Any litigation in connection with this Agreement shall be brought and maintained in the state or federal courts sitting in Polk County, Iowa.

- 2.10. Section 10 (Sales/Use Tax, Other Taxes) is struck in its entirety and replaced with the following:

Taxes. Vendor shall be responsible for paying any taxes incurred by Vendor in the performance of this Agreement. The State of Iowa, DOM, and the Purchasing Entity are exempt from the payment of sales and other taxes: [https://das.iowa.gov/sites/default/files/acct\\_sae/man\\_for\\_ref/forms/sales\\_tax\\_exempt\\_letter.pdf](https://das.iowa.gov/sites/default/files/acct_sae/man_for_ref/forms/sales_tax_exempt_letter.pdf).

### 3. Additional Agreement Terms

- 3.1. Effect of Purchasing Instruments. An entity purchasing off of this Agreement may agree to additional terms and conditions in a Purchasing Instruments that are in conflict with or inconsistent with the terms and conditions of this Agreement. Such Purchasing Instrument terms apply only to the scope of work identified in the Purchasing Instrument and do not alter the agreed terms in this Agreement. Notwithstanding the foregoing, the following terms of this Agreement shall always control regardless of any contrary terms that may be in a Purchasing Instrument:

- 3.1.1. The definition of Confidential Information;
- 3.1.2. Set-off obligations;
- 3.1.3. Compliance with the Law;
- 3.1.4. Termination provisions.

- 3.2. No Additional Fees. In no event shall the Purchasing Entity be responsible for payment of Vendor’s performance costs incurred in connection with this Agreement, including but not limited to equipment, supplies, personnel, salaries, benefits, insurance, training, conferences, telephone, utilities, start-up costs, and all other operational and administrative costs and expenses. To the extent any Purchasing Instrument calls for reimbursement of travel, such travel charges may never exceed the amounts allowed under DAS-SAE travel policy, DAS-SAE Title 210. (available at: <https://das.iowa.gov/state-employees/travel-and-relocation/210-travel>). For vendors, travel reimbursement may not exceed the amounts that would be payable under DAS-SAE 210.245. (available at: [https://das.iowa.gov/sites/default/files/acct\\_sae/sae\\_manual/210/210-245.pdf](https://das.iowa.gov/sites/default/files/acct_sae/sae_manual/210/210-245.pdf)). In addition, in-state lodging reimbursement is limited to providers certified by the Iowa Department of Public Safety’s Human Trafficking Prevention Training.

- 3.3. Satisfactory Performance. Vendor is not entitled to payment for any services or Deliverable(s), in whole or in part, provided under this Agreement or any Purchasing Instrument(s) if the Purchasing Entity reasonably determines that such services or Deliverable(s) have not been satisfactorily or completely delivered or performed.

- 3.4. Payment does not Imply Acceptance. Payment, including final payment, shall not be construed as acceptance of any services or Deliverables with Deficiencies or incomplete work, and Vendor shall remain responsible for compliance with its contractual obligations. Vendor’s acceptance of the last payment from the Purchasing Entity shall operate as a release of any and all claims related to this Agreement concerning the Purchasing Entity’s obligations under this Agreement.



- 3.5. Retention. To secure Vendor's performance under this Agreement, a Purchasing Entity may retain a mutually agreed upon percentage, not to exceed 5%, of the fees or other compensation associated with each Deliverable provided under a Purchasing Instrument ("**Retained Amounts**") until all Deliverables under such Purchasing Instrument have been provided and the Purchasing Entity has given its Final Acceptance. Retained Amounts shall be payable upon the Purchasing Entity's delivery of written notice of Final Acceptance, subject to the terms and conditions hereof.
- 3.6. Erroneous Payments and Credits. The Vendor shall promptly pay or refund to the Purchasing Entity the full amount of any overpayment or erroneous payment within 30 business days after either discovery by the Vendor or notification by the Purchasing Entity of the overpayment or erroneous payment.
- 3.7. Set-off Against Sums Owed by Vendor. The State may offset payments owed Vendor under this Agreement by sums the Vendor owes the State or any of its subdivisions in any context. The Vendor agrees that this provision constitutes proper and timely notice under any applicable laws governing offset.
- 3.8. Withholding Payments. In addition to pursuing any other remedy provided herein or by law, the Purchasing Entity may withhold compensation or payments to Vendor, in whole or in part, without penalty or legal liability to the Purchasing Entity or work stoppage by Vendor, in the event Vendor fails to perform pursuant to this Agreement, or fails to provide Deliverables that meet or conform to contractual obligations. No interest shall accrue or be paid to Vendor for withheld sums.
- 3.9. Acceptance Testing. All Deliverables must undergo the Purchasing Entity's Acceptance Testing as described in this section. If alternative Acceptance Testing processes are described in a Purchasing Instrument(s), the process set forth in the Purchasing Instrument will prevail. After the Vendor completes work on a Deliverable, it must inform the Purchasing Entity that the Deliverable is ready for testing. The Purchasing Entity will then test the Deliverable(s) to verify that each Deliverable conforms to its Acceptance Criteria. It will then inform the Vendor of Acceptance or Non-Acceptance. If the Purchasing Entity determines Non-Acceptance, the Vendor has a mutually agreed upon number of days to correct the issues and submit the work again for retesting. If the Purchasing Entity again does not provide Acceptance, the Purchasing Entity may pursue any of the following remedies:
- 3.9.1. Require Vendor to correct and repair such Deliverable(s) within such period of time as the Purchasing Entity may specify in a written notice to the Vendor;
  - 3.9.2. Refuse to accept such Deliverable(s) without penalty or legal liability and without any obligation to pay any fees or other amounts associated with such Deliverable(s), or receive a refund of any fees or amounts already paid with respect to such Deliverable(s). For clarity, this provision does not impact Deliverables that have been Accepted;
  - 3.9.3. Accept such Deliverable(s) on the condition that any fees or other amounts payable with respect thereto shall be reduced or discounted to reflect, to the Purchasing Entity's satisfaction, the Deficiencies present therein and any reduced value or functionality of such Deliverable(s), or the costs likely to be incurred by the Purchasing Entity to correct such Deficiencies; or
  - 3.9.4. Terminate the applicable Purchasing Instrument as outlined in the Agreement or seek any and all available remedies, including damages.

The Purchasing Entity's right to exercise the foregoing rights and remedies, including termination of the applicable Purchasing Instrument, shall remain in effect through notice of Final Acceptance of all Deliverables. The Vendor's receipt of any notice of Acceptance, including Final Acceptance, with respect to any Deliverable(s) shall not be construed as a waiver of any of the Purchasing Entity's rights

to enforce the terms of this Agreement or require performance in the event Vendor breaches this Agreement or any Deficiency is later discovered with respect to such Deliverable(s).

3.10. Termination.

3.10.1. Termination without Notice. DOM may terminate this Agreement, and any Purchasing Entity may terminate a Purchasing Instrument(s) entered into under this Agreement, upon 30 days written notice of Vendor's breach of any material term of the Agreement or associated Purchasing Instrument, if the breach is not cured within the time period specified in the notice of breach. In addition, DOM may terminate this Agreement or a Purchasing Entity may terminate an associated Purchasing Instrument without advance notice if:

- 3.10.1.1. Vendor makes false statements in connection with the Agreement,
- 3.10.1.2. Vendor, its staff, or its subcontractors have engaged in criminal conduct including fraud, misappropriation, embezzlement, or malfeasance,
- 3.10.1.3. Vendor takes any steps, as determined in DOM's or the applicable Purchasing Entity's discretion, towards dissolution or suspension of business,
- 3.10.1.4. Vendor's authority to do business here or elsewhere is threatened or lost,
- 3.10.1.5. Vendor has failed to comply with applicable laws when performing pursuant to the Agreement or Purchasing Instrument,
- 3.10.1.6. Vendor's ability to perform is materially impacted by third-party claims of intellectual property violations by Vendor, or
- 3.10.1.7. Vendor's actions may expose DOM, the State of Iowa, or a Purchasing Entity to material liability.

Vendor shall notify DOM or the applicable Purchasing Entity of any events that could give rise to DOM's right to terminate this Agreement or a Purchasing Instrument for cause.

3.10.2. Vendor's Termination or Expiration Duties. As it relates to this Agreement or any associated Purchasing Instrument, upon receipt of a notice of termination, upon expiration, or upon request of DOM or a Purchasing Entity, Vendor must:

- 3.10.2.1. cease work under the Agreement or Purchasing Instrument and take all appropriate actions to limit disbursements and minimize costs;
- 3.10.2.2. provide a report to the Purchasing Entity addressing the Purchasing Entity's information needs, including the status of all work performed under the Agreement;
- 3.10.2.3. cease using and return any Customer Property or Customer-Owned Deliverables;
- 3.10.2.4. comply with the Purchasing Entity's directions concerning Customer Data;
- 3.10.2.5. return or refund any Purchasing Entity payments for goods or services not provided to the Purchasing Entity;
- 3.10.2.6. provide all Deliverables to the extent the Purchasing Entity has a property interest in the Deliverable; and
- 3.10.2.7. continue to perform and provide such goods and/or services under this Agreement as the Purchasing Entity may request for a transition period of up to 365 days from the effective date of such termination or expiration and collaborate with the Purchasing Entity and any replacement contractor. As part of such request, the Purchasing Entity will inform Vendor of the number of days needed for transition ("Transition Period"). During the Transition Period, the Purchasing Entity

agrees to pay Vendor any fees to which Vendor would be entitled under this Agreement for goods and/or services performed or provided during such period. In the event the Purchasing Entity's request for transition assistance does not require Vendor to continue providing all of the goods and/or services under this Agreement or applicable Purchasing Instrument, the Parties will negotiate in good faith fees owed the Vendor.

3.11. Use of Artificial Intelligence.

- 3.11.1. Advance Approval for AI Usage. Vendor shall obtain prior written approval from the Purchasing Entity before utilizing artificial intelligence (AI) technologies in the provision of Vendor created materials under this Agreement or Purchasing Instruments entered into pursuant to this Agreement. The Vendor shall clearly identify in writing the specific AI technologies to be employed, their intended functions, and their potential impact on service delivery.
- 3.11.2. Documentation of AI Utilization. In cases where computer code is generated, written, or modified using AI technologies by the Vendor, the Vendor shall ensure that the sections of code influenced by AI are thoroughly documented with appropriate comments indicating that they are the result of AI utilization. This Documentation shall be provided along with any Deliverables that include AI-derived code.
- 3.11.3. AI Training Data Usage. The Vendor shall not employ Customer Data or Confidential Data to train AI systems without obtaining prior written approval from the Purchasing Entity. The intended usage of such data for AI training must align with existing data usage rights, and the Vendor shall ensure that data privacy and security are maintained throughout the process.
- 3.11.4. Data Normalization to Prevent Discrimination. If the Vendor uses AI to produce materials under this Agreement, Vendor shall include within a submitted Plan of Action and Milestones (POAM) a detailed outline of the measures to be taken for data normalization in AI training. This normalization process shall be designed to prevent algorithmic discrimination and ensure fair and equitable outcomes.
- 3.11.5. Evaluation of Third-Party AI Offerings. Should the Vendor intend to employ third-party AI offerings in the execution of this Agreement or Purchasing Instruments entered into pursuant to this Agreement, the Vendor must provide a comprehensive explanation of how such AI technologies have been trained to avoid algorithmic discrimination, safeguard data privacy, and ensure system safety and effectiveness. The Vendor shall also provide advanced notice and clarification to any individuals whose data might be used for future AI training.
- 3.11.6. Human Alternatives and Fail-Safe Mechanisms. In instances where AI technologies fail to adequately fulfill the service requirements, the Vendor shall ensure the provision of human-operated alternatives that are capable of meeting the needs of the circumstance. These alternatives shall be readily available to ensure seamless service continuity.
- 3.11.7. Human Vetting of AI Output. Prior to finalizing any output generated by AI technologies used by the Vendor, the Vendor shall subject such output to thorough human evaluation and interaction. This evaluation shall assess the accuracy, relevance, and appropriateness of AI-generated content, ensuring the delivery of high-quality, reliable results.
- 3.11.8. Compliance and Reporting. The Vendor shall adhere to all applicable laws, regulations, and standards governing the use of AI technologies in the context of the Agreement. The

Vendor shall provide regular reports to the Purchasing Entity detailing the usage, performance, and outcomes of AI technologies as per the terms of this clause.

- 3.12. Waiver. The parties may agree in writing to waive some aspect of Vendor performance. Failure by one Party to require performance under the Agreement by the other Party does not affect the right to enforce the Agreement's terms or claim breach concerning subsequent Agreement compliance issues.
- 3.13. Cumulative Rights. The various rights, powers, options, elections, and remedies of DOM or any Purchasing Entity provided for in this Agreement shall be construed as cumulative.
- 3.14. Authorization. The Vendor represents and warrants that it has the right, power, and authority to enter into and perform its obligations under this Agreement and that it has taken all requisite action to approve the execution, delivery, and performance of this Agreement, and this Agreement constitutes a legal, valid, and binding obligation of the Vendor, enforceable in accordance with its terms.
- 3.15. Records Retention and Access. The Vendor shall maintain records that sufficiently and properly document the Vendor's performance under this Agreement, including records that document all fees and other amounts charged during the Term of this Agreement, for a period of at least five years following the later of the date of final payment, termination, or expiration of this Agreement, or the completion of any audit. The Vendor shall permit the Auditor of the State of Iowa or any authorized representative of the Purchasing Entity, and where federal funds are involved, any authorized representative of the United States government, to access and examine, audit, excerpt, and transcribe any pertinent records of the Vendor, annually, however stored, relating to the Vendor's performance under this Agreement. The Vendor shall require Vendor contractors to agree to the same provisions as set forth in this subsection.
- 3.16. Right of Inspection/Vendor Compliance. The Purchasing Entity may inspect the Vendor's books and records, annually, in order to monitor the performance of this Agreement or a Purchasing Instrument, including but not limited to any request that the Vendor provide a copy of its affirmative action program, containing goals and time specifications in accordance with Iowa Admin. Code ch. 11-121. All subcontracts shall contain provisions that allow the same. The Vendor shall promptly comply with and correct any deficiencies noted in the annual audit and promptly implement any recommendations requested by the Purchasing Entity.
- 3.17. Not a Joint Venture. Nothing in this Agreement shall be construed as creating or constituting a partnership, joint venture, or other association of any kind implying the establishment of an agent/principal relationship between the Parties.
- 3.18. Attachments. The Parties agree that if any document is attached hereto by the Parties, and referred to herein, then the same shall be deemed incorporated herein by reference as if fully set forth herein.
- 3.19. Further Assurances. Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as the other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement.
- 3.20. Administrative Fees and Reporting.
- 3.20.1. Vendor shall provide a 1.00% administrative fee on all sales made through this Agreement, without affecting authorized prices/rates. This 1.00% administrative fee shall be paid quarterly to the Iowa Department of Management, Attn: Business Services Division Administrator, at the billing address located in CD&E section. Payment shall be made in accordance with the following schedule:

<u>Period End</u>	<u>Fee Due</u>
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June 30  
September 30  
December 31  
March 31

July 31  
October 31  
January 31  
April 30

3.20.2. The Vendor shall submit a quarterly report via email to [ITContracts@dom.iowa.gov](mailto:ITContracts@dom.iowa.gov) detailing all sales in the State of Iowa and identifying the Purchasing Entity, the Purchasing Instrument number, and the State of Iowa Contract number.

3.21. Formal Notice Address.

Department of Management  
Attn: Office of General Counsel  
1007 E Grand Ave G13  
Des Moines, IA 50319  
email: [domlegalnotices@iowa.gov](mailto:domlegalnotices@iowa.gov)

## Attachment B - Data Protection Addendum

### 1. Definitions:

- 1.1. **“Security Breach”** means the loss of control, compromise, unauthorized use, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where: a person other than an authorized user accesses personally identifiable information; or an authorized user accesses Customer Data for a reason other than an authorized purpose.
- 1.2. **“Security Incident”** means an occurrence that actually or potentially jeopardizes the confidentiality, integrity, or availability of (1) Customer Data, and/or (2) an information system or the information the system Processes, stores, or transmits or that constitutes a violation or imminent threat of violation of security policies, security procedures, or acceptable use policies.

### 2. Confidentiality

- 2.1. Customer Data. The Purchasing Entity owns and has exclusive rights to all Customer Data. Vendor must treat all Customer Data as Confidential Information, keep it secure, and not disclose or use it for any purpose other than providing goods or services under the Agreement. All uses for commercial or political purposes are strictly forbidden. Vendor must comply with any restrictions on use or disclosure outlined in the Agreement or applicable law. Vendor may only retain Customer Data for purposes of performing pursuant to the Purchasing Instrument or by prior written approval of the Purchasing Entity. The Vendor may be held civilly or criminally liable for improper use or disclosure of Customer Data. The Vendor shall not link any data provided by DOM or a Purchasing Entity with any other data systems or data sets without prior written permission from the applicable entity.
- 2.2. Vendor Confidential Information. Unless otherwise required by applicable law, the Purchasing Entity will not intentionally disclose Vendor’s Confidential Information to a third party (excluding the Purchasing Entity’s Authorized Contractors) without the Vendor’s prior written consent.
- 2.3. Return or Destruction. Upon completion of duties under this Agreement or upon the specific direction of either party, the other party shall return or destroy Confidential Information and/or Customer Data and not retain any copies thereof, subject to any retention obligations imposed by law. If immediate destruction is not possible, the party retaining such information shall return or destroy the retained information as soon as feasible and shall certify that the retained information will be safeguarded to prevent unauthorized disclosures until it has been purged. Once all Confidential Information and/or Customer Data has been completely purged, the party purging the information shall provide certification of destruction in accordance with methods approved by the National Institute of Standards and Technology.
- 2.4. Compelled Disclosures. In the event that a subpoena or other legal process is served upon either party for Customer Data held by Vendor or for Vendor Confidential Information held by a Purchasing Entity, the party shall promptly notify the other party and cooperate in any lawful effort to defend against the disclosure.
- 2.5. Open Records and Electronic Discovery Requests. Vendor must assist the Purchasing Entity by providing information needed to comply with open records laws (including Iowa Code Chapter 22) or in connection with any legal process or proceeding. Vendor’s assistance in this regard must be provided timely and designed to meet the timing obligations imposed by law. Vendor will ensure Customer Data is stored and maintained so as to avoid spoliation or other electronic discovery issues.

### 3. Security/Privacy.

- 3.1. Data Protection. Vendor shall safeguard the confidentiality, integrity, and availability of Customer Data, Customer Property, and the Deliverables. In so doing, Vendor shall maintain reasonable and

appropriate administrative, technical, and physical security measures to safeguard against unauthorized access, disclosure, theft, or modification of Customer Data, Customer Property, and Deliverables.

- 3.2. Compliance with Security Plan. Vendor represents and warrants that it will adhere to the cybersecurity plan adopted pursuant to the Vendor Security Framework identified in the CD&E. Vendor will ensure that its internal policies, procedures, and practices align with the objectives and requirements set forth in the cybersecurity plan and the Vendor Security Framework. The identified Vendor Security Framework may be changed or updated from time to time by mutual agreement of the Parties.
- 3.3. Compliance Reporting. Annually during the Term, a Purchasing Entity may request, and Vendor shall provide, evidence of compliance with the applicable security framework with which Vendor complies.
- 3.4. Encryption. All Customer Data shall be encrypted at rest and in transit with controlled access, and the Deliverables shall use TLS 1.2 or higher. Unless otherwise expressly provided herein or otherwise agreed to by the Parties in writing, Vendor is responsible for encryption of Customer Data in its possession. Additionally, Vendor shall ensure hard drive encryption consistent with validated cryptography standards as referenced in Federal Information Processing Standards (FIPS) 140-3, Security Requirements for Cryptographic Modules for all Customer Data, unless the Purchasing Entity approves in writing the storage of Customer Data on a portable device that does not satisfy these standards.
- 3.5. CONUS Obligation. Storage, Processing, transmission, retention, or other maintenance of Customer Data at rest and all backups shall occur solely in the continental United States of America. Vendor shall not allow Vendor personnel to store, Process, or retain Customer Data on any portable devices, including personal computers, tablets, or cell phones, except to the extent such devices are used and permanently stored or backed up at all times only in the continental United States of America.
- 3.6. Import and Export of Data. Purchasing Entity must have the ability at all times to extract Customer Data and other information from any Vendor systems housing such information or data. Vendor must assist with such extracts when necessary, must not interfere with such extracts, must ensure extracts are provided at no additional charge to the Purchasing Entity, and must make sure that data can be exported in a commercially reasonable format so that the Purchasing Entity can then import data into other systems. Regarding exporting data and information, the Vendor must ensure that the Purchasing Entity receives the requested data or information within an agreed upon timeframe of making a request. The format of the exported data should be as specified by the Purchasing Entity or, if not feasible, in a commercially reasonable format.
- 3.7. Security Audits. During the Term, Vendor shall annually undergo a third-party SOC 2 Type 2 or ISO270001 security audit. Through Vendor's dedicated customer trust center, Vendor shall provide the most recent security audit report to DOM or the Purchasing Entity. Vendor agrees to remediate vulnerabilities identified by the vendor within the following timeframes: (a) Critical vulnerabilities: 15 days; (b) Serious vulnerabilities: 30 days.
- 3.8. Access to Security Logs and Reports. When a Security Incident has occurred, Vendor shall provide security logs and reports to DOM and/or the Purchasing Entity in a mutually agreeable format upon request. Such reports shall include, at minimum, latency statistics, user access summaries, user access IP address summaries, and user access history and security logs related to Customer Data.
- 3.9. Authentication Protocol Standards Compliance. Vendor shall align Deliverables with the State's preferred authentication protocol methodology or integrate with the State's preferred authentication protocol tool. DOM may authorize an exception to this obligation through prior written approval.

3.10. WAF Implementation. The Vendor shall deploy a Web Application Firewall (WAF) to protect all web applications covered under this SOW. The WAF solution shall be maintained in accordance with industry best practices and standards, including regular updates and patches to ensure the highest level of protection against the latest threats.

3.11. Personnel Safeguards.

3.11.1. *Background Checks.*

3.11.1.1. *Minimum Requirements.* Vendor shall comply with its internal background check policies. Where Vendor does not have an internal background check policy, or in the event Vendor's background check policy is inadequate based on the nature of Customer Data stored or processed by Vendor, Vendor agrees to comply with DOM background check policy. Vendor shall provide DOM and the Purchasing Entity with an attestation that Vendor personnel have successfully completed the screening process and had no adverse findings prior to Vendor staff performing services pursuant to this Agreement or a Purchasing Instrument. An adverse finding is one in which the individual is convicted of a crime involving dishonesty, financial crime, or crime involving the misuse of confidential information, or any other crime as may be identified by DOM or the Purchasing Entity. DOM and the Purchasing Entity shall provide the Vendor with a list of disqualifying factors to ensure background check policy is complied with. In the event of an adverse finding, Vendor personnel may be disqualified from performing services under the Agreement in the sole discretion of the applicable Purchasing Entity.

3.11.1.2. *Costs.* Vendor is responsible for all costs associated with any Vendor personnel background checks, regardless of who performs the background checks.

3.11.1.3. *Additional Screening.* DOM and the Purchasing Entity reserves the right to subject Vendor personnel to additional background checks at any time prior to or during any engagement. Such background checks may include a work history, financial review, request for criminal history data, or local or state criminal history check, national criminal history check through the Federal Bureau of Investigation ("FBI"), or other background check requirements imposed or permitted by law, rule, regulation, order, or policy. Vendor personnel may be required to authorize the release of the results of criminal history checks, including those through the FBI, to one or more other governmental entities. Such background checks may be conducted by the Purchasing Entity or its Authorized Contractors. The Purchasing Entity may also require Vendor to conduct a work history or financial review of Vendor personnel. Vendor shall provide DOM and the Purchasing Entity with these background check results in a mutually agreeable form and manner prior to the commencement of any engagement by Vendor personnel.

3.11.1.4. *Right to Remove Individuals.* The Purchasing Entity and DOM shall have the right at any time to require that the Vendor remove from interaction with the Purchasing Entity or DOM, as applicable, any Vendor representative who the Purchasing Entity or DOM believes is detrimental to its working relationship with the Vendor. The Purchasing Entity or DOM will provide the Vendor with notice of its determination and the reasons it requests the removal. If the Purchasing Entity or DOM signifies that a potential security violation exists with respect to the request, the Vendor shall immediately remove such individual. The Vendor shall not assign the person to any aspect of this Agreement or future work orders without the Purchasing Entity's or DOM's consent.



- 3.11.2. *Security Awareness Training.* Vendor personnel providing services to DOM or a Purchasing Entity are required to attend annual security awareness training addressing the importance of securing, safeguarding, and otherwise appropriately handling Customer Property, including Customer Data. Any such security awareness training shall minimally conform with applicable DOM Security Awareness Training policies or requirements. Where a Purchasing Instrument requires compliance with training requirements imposed by federal partners, the Vendor agrees to comply with the more stringent training requirements.
- 3.11.3. *Separation of Job Duties and Non-disclosure.* Vendor shall diligently monitor and enforce separation of job duties, and limit access to and knowledge of Customer Property and Customer Data to those Vendor personnel to which such access and knowledge is absolutely necessary to provide the Deliverables hereunder. Vendor may be required to sign the Purchasing Entity's standard confidentiality or non-disclosure agreement(s), or other confidentiality or non-disclosure agreement(s), including as may be required by applicable law, rule, regulation, or policy.

#### **4. Security Incidents and Breaches.**

##### **4.1. Security Incident or Data Breach Notification:**

- 4.1.1. *Reporting Requirements.* Vendor must report Security Incidents and Security Breaches (collectively "Security Events") to the contact identified in the applicable Purchasing Instrument(s) as well as to the State of Iowa Security Operations Center ("SOC"):

**Email:** [soc@iowa.gov](mailto:soc@iowa.gov)

**Local:** 515-725-1296

**Toll-free:** 1-855-422-4357

- 4.1.2. *Notification Timeframes.* The Vendor shall notify the SOC of Security Events within the shorter of (a) 72 hours, (b) the timeframe listed in the Purchasing Instrument, or (c) the timeframe imposed by applicable law. Vendor shall only delay notification to DOM and the Purchasing Entity of a Security Event when required to do so by applicable law.
- 4.2. *Investigations in Response to Security Events.* The Vendor agrees at its sole expense to take all steps necessary to promptly remedy any Security Event and to fully cooperate with DOM and the Purchasing Entity in investigating and mitigating any damage from such Security Events. Upon notice of any Security Event, the Vendor will immediately institute appropriate controls to maintain and preserve all electronic evidence relating to the Security Event. As soon as practicable during the investigation, the Vendor will deliver to the SOC a Security Event assessment and the Vendor's plans for future mitigation. When DOM notifies Vendor that the investigation into any Security Event has concluded, Vendor will deliver to DOM and the Purchasing Entity a final root cause assessment and future incident mitigation plan as soon as practicable. Vendor agrees that it will not notify any regulatory authority relating to any Security Event unless DOM and the Purchasing Entity specifically request Vendor do so in writing, or unless otherwise required to do so by applicable law.
- 4.3. *Consumer Notification Obligation.* Vendor shall be responsible for all applicable consumer notification requirements in the event of a Security Event caused in whole or in part by Vendor.
- 4.4. *Exposure for Damages related to Security Events.* Vendor shall be responsible for all damages arising directly or indirectly, in whole or in part, out of any Vendor act or omission related to a Security Event, to the extent that such act or omission contributed to the Security Event. Any such damages shall be construed as direct damages for purposes of this Agreement, and such damages

expressly include any costs, expenses, damages, fines, legal fees (including the time and expense of the Iowa Attorney General's Office), and court costs related to the Security Event.

**5. Disaster Recovery and Business Continuity.**

- 5.1. Creation, Maintenance, and Testing. The Vendor shall maintain a Business Continuity and Disaster Recovery Plan for the Deliverables ("**Plan**"), test the Plan at least yearly, and implement the Plan in the event of any unplanned interruption. The Plan, compliance history, and testing results will be forwarded to the Purchasing Entity upon request. Throughout the Term, the Vendor shall maintain disaster avoidance procedures designed to safeguard the Customer Data, the data processing capability, and the availability of the Deliverables. Additional disaster recovery and business continuity requirements may be set forth in individual Purchasing Instruments.
- 5.2. Activation of Plan. The Vendor shall immediately notify DOM and the Purchasing Entity of any disaster or other event that results in the activation of the Plan. If Vendor fails to reinstate the Deliverables impacted by any such disaster within the periods of time set forth in the Plan, DOM or Purchasing Entity, as applicable, may immediately terminate this Agreement or applicable Purchasing Instrument as a non-curable breach and without any penalty or liability. Termination under this section is in addition to any other remedies available hereunder. Force Majeure provisions of the Agreement shall not limit Vendor's obligations under this section.
- 5.3. Backup and Recovery. Where applicable to services provided, and included within applicable statement of work (SOW), the Vendor shall maintain a contemporaneous backup of Customer Data.

6. Survives Termination. Vendor's duties, obligations, and liabilities as set forth in this Data Protection Addendum shall survive termination of this Agreement.