

**CLOUD SOLUTIONS 2016-2026**  
Led by the State of Utah

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Master Agreement #: AR2482

Contractor: **ESRI (ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.)**

Participating Entity: **STATE OF IOWA**

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

- Cloud Solution Models: a) SaaS; b) PaaS; c) IaaS; and ArcGIS subscription

**Master Agreement Terms and Conditions:**

1. **Scope:** This addendum covers **Cloud Solutions** led by the State of *Utah* for use by state agencies and other entities located in the Participating State authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. **Participation:** This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of Iowa. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

Within the State of Iowa, all state agencies, state facilities, cities, counties or education entities or any entity funded in part with state tax dollars, are eligible purchasers and authorized to purchase Products and Services under the terms of this Participating Addendum in lieu of a separate competitive selection process. (Exception: State of Iowa executive branch agencies must purchase according to applicable system standards and seek approval from the State of Iowa - Office of the Chief Information Officer when required as directed by administrative code before purchasing from this contract.)

3. **Participating Entity Modifications or Additions to the Master Agreement:** These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

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

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

- a) Without affecting the approved product prices or discounts specified in the NASPO Master Price Agreement, the Contractor shall provide to the State of Iowa a 1.00% administrative fee on all sales made within the State of Iowa against this agreement. The 1.00% administrative fee is to be paid quarterly to the Iowa Department of Administrative Services, Central Procurement and Fleet Services Enterprise (CPFSE), Hoover Bldg.-Level 3, 1305 E. Walnut St., Des Moines, IA 50319.

- b) **Reports:** The Contractor shall submit quarterly reports to the Participating State Contract Administrator showing all sales made quarterly against this Participating Addendum within the State of Iowa. Such reports will show the quantities and dollar volume of purchases by each Purchaser. The Contractor agrees to provide additional reports if requested to the State in a format and frequency as mutually agreed by both parties.
- c) Contractor's stated prices approved and agreed to with NASPO under the Master Price Agreement are considered to be the minimum discount offered. The Contractor may offer, within written quotes, a greater discount than the approved minimum discount for volume purchases or for competitive reasons.
- d) **Ownership and Disposition of Agency Owned Data:** Agency shall own all state data that may reside within the Contractor's hosting environment and/or equipment/media. Upon termination of the services, the Contractor agrees to return all original state owned data and any derivative work to the Agency in a usable format or make the data available for download by the Agency following the end of the term, subject to the provisions in accordance with the Master Agreement (Exhibit 1, Section 7. Termination and Suspension of Service, Subsection c):

The Contractor shall not take any action to intentionally erase Agency's data for a period of:

- 10 days after the effective date of termination, if the termination is in accordance with the contract period.
- 30 days after the effective date of termination, if the termination is for convenience.
- 60 days after the effective date of termination, if the termination is for cause.

After such period, the Contractor shall have no obligation to maintain or provide any Agency's data and shall thereafter, unless legally prohibited, delete all Agency's data in its systems or otherwise in its possession or under its control.

The following sentences are hereby added to Master Agreement, Exhibit 1, Section 7. Termination and Suspension of Service, Subsection c.

"Exceptions to the above provisions will require Contractor to further assess and, if applicable, charge Agency for additional costs for special handling to hold Agency's data. Agency shall provide Contractor timely written notice for any such special handling requests. If Agency's data is returned rather than downloaded by Agency, delivery must be through a secured electronic transmission or by parcel service that utilizes tracking numbers."

1. Following the Agency's verified receipt of the original state owned data and any derivative work, the Contractor agrees to physically and/or electronically destroy or erase all residual state owned data regardless of format from the entire Contractor's technology resources and any other storage media or areas. This includes, but is not limited to, all production copies, test copies, backup copies and/or printed copies of information created on any other servers or media and at all other Contractor sites. Upon Agency's written request, Contractor will provide a record of data destruction to the Agency for inspection and records retention no later than 30 days after destruction.
  2. If, for any reason, the state owned data cannot be returned and/or destroyed upon termination of services, the Contractor agrees to notify the Agency with an explanation as to the conditions which make return and/or destruction impossible. Upon mutual agreement by both parties that the return and/or destruction of the data is not possible or feasible, the Contractor shall make the state owned data inaccessible to those purposes that make the return or proper destruction impossible. The Contractor shall provide to the Agency a detailed description as to the procedures and methods used to make the state owned data inaccessible no later than 30 days after making the data inaccessible.
- e) State data is hosted within the continental United States.
- f) All limited warranty, disclaimer of warranties, indemnity and limitations of liability provisions are subject to the limitations and prohibitions set forth in Article VII, Section 1 of the Iowa Constitution. (Pertains to, but is not limited to, MA #AR2482 Attachment A, Sections 13 and 31, and pages 29-30 (pertains to Limitation of Liability, Sections A, B, C) and page 168 (pertains to Section 5 of Implementation Services Addendum)).

For clarification purposes, Article VII, Section 1 of the Iowa Constitution states:

**“Credit not to be loaned.** SECTION 1. The credit of the state shall not, in any manner, be given or loaned to, or in aid of, any individual, association, or corporation; and the state shall never assume, or become responsible for, the debts or liabilities of any individual, association, or corporation, unless incurred in time of war for the benefit of the state.”

- g) The parties acknowledge that the State of Iowa is governed by Iowa Code Chapter 22 (The Iowa Open Records Act) and that the State of Iowa can only maintain confidentiality to the extent permitted by Iowa Code Chapter 22. (Pertains to MA #AR2482 Attachment A, Section 2. Definitions – “Confidential Information”, Section 8, and pages 27-28, but is not limited to named sections and pages). Agency shall notify Contractor before disclosing information in response to an Open Records Act disclosure request that Contractor has identified as its confidential information so that Contractor may propose necessary redactions or seek an injunction to protect the requested information.

**CLOUD SOLUTIONS 2016-2026**  
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- h) The State will pay all authorized invoices in arrears and in conformance with Iowa Code Section 8A.514. State may vary the terms of this provision by paying the invoice in less than 60 days as provided in Iowa Code Section 8A.514. However, an election to pay in less than 60 days shall not act as an implied waiver of Iowa Code Section 8A.514. (Modifies MA #AR2482 Attachment A, Section 21)
- i) Any Contractor travel and out-of-pocket expenses (hotel, airfare, meals, etc.) must be approved in advance and will be reimbursed upon presentation of an invoice, with receipts, up to the amounts authorized in DAS, Pre-Audit Procedure Number 210.245.
4. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Jasmine Deo, Contracts Administrator, CPCM, or John Perry, Contracts Manager-Professional Services Division, CPCM
Address:	Environmental Systems Research Institute, Inc. (Esri) 380 New York Street, Redlands, CA 92373
Telephone:	909-793-2853
Fax:	909-307-3034
Email:	<a href="mailto:jdeo@esri.com">jdeo@esri.com</a> , or <a href="mailto:jperry@esri.com">jperry@esri.com</a>

Participating Entity

Name:	Ken Discher
Address:	State of Iowa, DAS Central Procurement and Fleet Services Enterprise, Hoover Bldg-Level 3, 1305 E. Walnut St., Des Moines, IA 50319
Telephone:	515 281-6380
Fax:	515 725-2064
Email:	<a href="mailto:Ken.Discher@iowa.gov">Ken.Discher@iowa.gov</a>

5. **Subcontractors:** All contactors, dealers, and resellers authorized in the State of Iowa, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.
6. **Orders:** Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.



**CLOUD SOLUTIONS 2016-2026**  
 Led by the State of Utah

7. **Contract Number:** All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Addendum Number: AR2482 NASPO and the Contract Number: MA AR2482.

This Addendum and the Contract Number MA AR2482 (administered by the State of Utah) together with its exhibits, set forth the entire agreement between the Parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Contract, together with its exhibits, shall not be added to or incorporated into this Addendum or the 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 Contract and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

8. **Term:** Term of the Participating Addendum and Contract shall be for the period of 8/1/17 to 7/31/20. The State of Iowa, at its' sole discretion, may elect to renew the Participating Addendum and Contract for annual or longer terms extending no longer than through 7/31/23.

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

Participating Entity: State of Iowa (Dept. of Administrative Services acting on behalf of the State)	Contractor: Environmental Systems Research Institute, Inc. (Esri)
Signature: 	Signature: 
Name: Ken Discher	Name: William C. Fleming
Title: Purchasing Agent 3	Title: Managing Business Attorney
Date: June 23, 2017	Date: JUN 22 2017

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



**CLOUD SOLUTIONS 2016-2026**  
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For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Shannon Berry
Telephone:	775-720-3404
Email:	<a href="mailto:sberry@naspovaluepoint.org">sberry@naspovaluepoint.org</a>

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