# STATE OF IOWA
# MASTER AGREEMENT

**EFFECTIVE BEGIN DATE:** 02-02-2004
**EXPIRATION DATE:** 02-28-2009


**BUYER :** ASHLEY SUPER
ashley.super@iowa.gov
515-281-7073

PAYMENT TERMS (%): DAYS:

**VENDOR:**

**Sogeti Usa Llc**
**PO Box 633470**

**Cincinnati, OH 45263-3470**
**USA**

**VENDOR CONTACT:**

DAWN CONNET
**PHONE:** 515-282-4802 **EXT:**
**EMAIL:**
**VENDOR #:** 13418035400

## DESCRIPTION OF ITEMS CONTRACTED

CONSULTING, IT
SEE ATTACHED DOCUMENTS
Contract to furnish IT consulting and staff augmentation pursuant to the specifications, terms and conditions of sealed bid #BD80200S102 on file with the Department Of Administrative Services, GSE Purchasing Division, Hoover Building, Level A, Des Moines, Iowa 50319-0105.

For complete instructions on how to use this contract, see the attached file regarding rules or contact The Department of Administrative Services, General Services Enterprise.

This contract is for the following ITQ service categories only:

1) Strategy / Vision / Consulting
2) Project Management
3) Design / Planning
4) Developing
5) Testing
6) Implementation
7) Training
8) On-Going Support
9) Administration

Contact:
Sogeti USA LLC, A Cap Gemini SA Co (includes AURA Consulting)
Dawn M Connet or Amy Ward
Ph: 515-248-1707
Fax: 515-282-4922
Email: Dawn.Connet@Sogeti-USA.com; Amy.Ward@sogeti-usa.com

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PCQT# 04000133
Rating: 9.35

**RENEWAL PERIODS REMAINING**

2 Years
2 Years

**THRESHOLDS**

**MINIMUM ORDER AMOUNT:**
**MAXIMUM ORDER AMOUNT:**
**NOT TO EXCEED AMOUNT:**

**AUTHORIZED DEPARTMENT**

ALL
SUB Political Sub-divisions

**TOTAL** **$0.00**

**VENDOR:** _____

**APPROVED BY:** _____

**THIS MA IS SUBJECT TO THE TERMS AND CONDITIONS ATTACHED HERETO. PLEASE SEE ATTACHMENTS FOR FURTHER DESCRIPTIONS.**

| LINE NO. | QUANTITY / SERVICE DATES | UNIT | COMMODITY / DESCRIPTION | UNIT COST |
|---|---|---|---|---|
| 1 | 0.00000 | | 96426 | $0.000000 |

Personnel, Computer Programming
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## TERMS AND CONDITIONS

### Exclusive Agreement
The contract which results from this bid solicitation constitutes the exclusive agreement between the parties and incorporates the provisions of these terms and conditions, and supersedes any previous agreements, either written or oral. The terms and conditions hereof may not be altered without prior written consent of both parties.

### Remedies upon Default
In any case where the vendor has failed to deliver or has delivered non-conforming goods and/or services, the State shall provide a cure notice. The notice to cure shall state the maximum length of time the vendor has to cure. If after the time period stated in the notice to cure has passed, the vendor continues to be in default, the State may procure goods and/or services in substitution from another source and charge the difference between the contracted price and the market price to the defaulting vendor. The State's Attorney General shall be requested to make collection from the defaulting vendor.

### Force Majeure-A
Force majeure includes acts of God, war, civil disturbance and any other causes which are beyond the control and anticipation of the party affect4ed and which, by the exercise of reasonable diligence, the party was unable to anticipate or prevent. These provisions of force majeure also apply to subcontractors or suppliers of the Vendor. Force majeure does not include financial difficulties of the Vendor or any associated company of the Vendor, or claims or court orders that restrict the Vendor's ability to deliver the goods or services contemplated by this Agreement. Neither the Vendor nor the State shall be liable to the other for any delay or failure of performance of this Agreement caused by a force majeure, and not as a result of the fault or negligence of a party.

### Subcontractors
The successful vendor shall be responsible for all acts and performance of any subcontractor or secondary supplier that the successful vendor may engage for the completion of any contract with the State. A delay that results from a subcontractor's conduct, negligence or failure to perform shall not exempt the vendor from default remedies. The successful vendor shall be responsible for payment to all subcontractors and all other third parties.

### Termination-Non-Appropriation
Notwithstanding any other provision of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State to appropriate funds, discontinuance or material alteration of the program for which funds were provided, then the State shall have the right to terminate this contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration.

### Immunity of State/Fed Agencies
Vendor shall defend and hold harmless State and federal funding source for State from liability arising from vendor's performance of this contract and vendor's activities with subcontracted and all other third parties.

### Assignment
Vendors may not assign contracts or purchase orders to any party (including financial institutions) without written permission of the General Services Enterprise - Purchasing.

### Anti-Trust Assignment
For good cause and as consideration for executing this purchase order, the vendor, through its duly authorized agent, conveys, sells, assigns, and transfers to the State of Iowa all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Iowa, relating to the particular goods or services purchased or acquired by the State of Iowa pursuant to the using State of Iowa agency.

### Delivery and Acceptance-A
When an award has been made to a vendor and the purchase order issued, deliveries are to be made in the following manner.
A. Deliveries - All deliveries are to be made only to the point specified on the purchase order. If delivery is made to any other point, it shall be the responsibility of the vendor to promptly reship to the correct location. Failure to deliver procured goods on time may result in cancellation of an order or termination of a contract at the option of the State.
B. Delivery Charges - All delivery charges should be to the account of the vendor whenever possible. If not, all delivery charges should be prepaid by vendor and added to the invoice.
C. Notice of Rejection - The nature of any rejections of a shipment, based on apparent deficiencies disclosed by ordinary methods of inspection, will be given by the receiving agency to the vendor and carrier within a reasonable time after delivery of the item, with a copy of this notice to the General Services Enterprise - Purchasing. Notice of latent deficiencies which would make items unsatisfactory for the purpose intended may be given by the State of Iowa at any time after acceptance.

### Delivery and Acceptance-B
D. Disposition of Rejected item - The vendor must remove at the vendor's expense any item rejected by the State. If the vendor fails to remove that rejected item, the State may dispose of the item by offering the same for sale, deduct any accrued expense and remit the balance to the vendor.
E. Testing After Delivery - Laboratory analysis of an item or other means of testing may be required after delivery. In such cases, vendors will be notified in writing that a special test is being made and that payment will be withheld until completion of the testing process.

### Title to Goods
Vendor warrants that the goods purchased hereunder are free from all liens, claims or encumbrances.

### Indemnification
To the extent that goods are not manufactured in accordance with State's design, Vendor shall defend, indemnify and hold harmless State, State's assignees, and other users of the goods from and against any claim of infringement of any Letter Patent, Trade Names, Trademark, Copyright or Trade Secrets by reason of sale or use of any articles purchased hereunder. State shall promptly notify Vendor of any such claim.

### Nondiscrimination
Vendor is subject to and must comply with all federal and state requirements concerning fair employment and will not discriminate between or among them by reason of race, color, religion, sex, national origin or physical handicap.

### Warranty
The vendor expressly warrants that all goods supplied shall be merchantable in accordance with the Uniform Commercial Code, Section 2-314 and the Iowa Code, Section 554.2314.

### Taxes

The state of Iowa is exempt from the payment of Iowa sales tax, motor vehicle fuel tax and any other Iowa tax that may be applied to a specified commodity and/or service. Contractors performing construction activities are required to pay state sales tax on the cost of materials. The Iowa Department of Revenue and Finance exemption letter will be furnished to a vendor on request.

### Hazardous Material
All packaging, transportation, and handling of hazardous materials shall be in accordance with applicable federal and state regulations including, but not limited to, the Material Safety Data Sheet provision of O.S.H.A. Hazard Communication Standard 29CFR 1910.1200, and Iowa Administrative Code, Chapter 567.

### Public Records
The laws of the State of Iowa require procurement records to be made public unless exempted by the Code of Iowa.

### Miscellaneous
The terms and provisions of this contract shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this contract shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. If however, jurisdiction is not proper in Polk County District Court, the action shall only be brought in the United States District Court for the Southern District or Iowa, Central Division, providing that jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability, which may be available to the State of Iowa.

If any provision of this contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

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### Records Rentention
Vendor shall maintain books, records, and documents which sufficiently and properly documnet and calculate all charges billed to the State throughout the term of this Agreement for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Vendor shall at no charge permit the Auditor of the State of Iowa, or any authorized representative of the State (or where federal funds are involved, the Comptroller General of the United States or any other authorized representataive of the United States government) to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records, or other records of Vendor relating to orders, invoices, or payments documentation or materials pertaining to this Agreement.

### Independent Contractor
Vendor is an independent contractor performing services for the State, and as such shall not hold itself out as an employee or agent of the State.

### Performance Monitoring
For all services contracts, the requirements of Iowa Code sections 8.47 shall be incorporated into final terms and conditions of the contract.

### Confidentiality
Each party may have access to confidential information of the other party to the extent necessary to carry out their responsibilities under the Agreement and Software License Agreement. Such confidential information shall at all times remain the property of the party disclosing the confidential information. Each party shall preserve the confidentiality of the confidential information disclosed or furnished by the other party, and shall maintain procedures for safeguarding such confidential information. Each party shall accept responsibility for providing adequate supervision and training to its agents, employees and any approved contractors and subcontractors to ensure compliance with the terms of this Agreement.

### Works Made for Hire
All information, reports, studies, flow charts, diagrams, and other tangible and intangible material of any nature whatsoever produced by Vendor for delivery to the State during the course of this engagement and all copies of any of the foregoing shall be the sole and exclusive property of the State, and all such m aterial and all copies shall be deemed "works made for hire" of which the State shall be deemed the author.

To the extent that the materials are not deemed "works made for hire", the Vendor hereby irrevocably grants, assigns, transfers, and sets over to the State all legal and equitable right, title, and interest of any kind, nature or description in and to the materials and Vendor shall be entitled to make absolutely no use of any of the materials except as may be expressly permitted in this Agreement.

### Vendor's Property
Notwitstanding provisions of "works made for hire", the Vendor shall own all of its pre-existing methods, techniques, and processes, including software ande documentation, that it brings to this engagement and shall own all enhancements to these methods, techniques and processes, including software and documentation, that are developed during the course of this engagement ("Vendor's Property") and (b) Vendor shall have the right to retain copies of all materials referred to in "works made for hire" in its files evidencing its services for the Information Technology Enterprise. Vendor agrees to grant the State/ITE a royalty-free,nonexclusive,nontransferable license to use, duplicate and disclose Vendor's Property for the purposes contemplated by this Agreement.

### N60
NET 60 DAYS