AGREEMENT

INFORMATION TECHNOLOGY DEVELOPMENT SERVICES

This Agreement for Information Technology Development Services (hereinafter referred to as "AGREEMENT") is entered into by and between the State of Iowa, acting by and through the Iowa Department of Administrative Services, (hereinafter referred to as "STATE") and Computer Aid, Inc., (hereinafter referred to as "CONTRACTOR"), each hereinafter a party and collectively the parties.

NOW, THEREFORE, the parties agree as follows:

Section 1 IDENTITIES

1.1 PARTIES

a. STATE is authorized to enter into this AGREEMENT. STATE's address is: Dept. of Administrative Services (DAS), Central Procurement Enterprise, Hoover Bldg.-Level 3, Des Moines, IA 50319

b. CONTRACTOR, a privately held business corporation is organized under the laws of the State of Pennsylvania and registered with the Iowa Secretary of State. The CONTRACTOR'S address is: 1390 Ridgeview Drive, Allentown, PA 18104.

1.2 Contract Manager

CONTRACTOR has designated an individual to serve as Contract Manager, who, as the duly appointed representative of CONTRACTOR, shall be responsible for AGREEMENT implementation, administration and negotiation of any modifications thereto:

CONTRACTOR'S **Project Manager:** Stephen Pacchioli
Client Director, Public Sector
470 Friendship Road, Suite 300
Harrisburg, PA 17111
Phone: 717-651-3236 Fax: 717-651-3288
Email: Stephen_Pacchioli@compaid.com

Section 2 STATEMENT OF PURPOSE

2.1 Background

The STATE issued an Invitation to Qualify (ITQ) to identify a number of software development firms qualified and capable of delivering fixed price software development projects from inception to implementation. Firms deemed ITQ PREQUALIFIED (CONTRACTOR herein), are expected to deliver comprehensive services including project management, requirements analysis, software development, testing and application support (hereinafter referred to as PROJECT or PROJECTS). CONTRACTORS may, at STATE'S discretion, be given the opportunity to bid on STATE agency or entity PROJECTS through a process limited to the ITQ PREQUALIFIED CONTRACTOR list. Such bids may result in the award of the PROJECT to a CONTRACTOR.

2.2 Purpose

The parties have entered into this AGREEMENT for the purpose of establishing the basic terms and conditions under which a CONTRACTOR will be awarded a PROJECT(S).

Section 3 AGREEMENT TERM

3.1 Initial Term

The initial term of AGREEMENT shall begin on the date signed by the STATE and continue through December 31, 2018 unless terminated earlier in accordance with AGREEMENT terms.

3.2 Term Extension

The AGREEMENT may be extended prior to its expiration at the sole option of STATE. TERM extension(s) shall be in the form of an amendment hereto; accumulative extension(s) may not exceed six years total.

Section 4 OBLIGATIONS

4.1 Material Change in Contractor Representations and Skills

CONTRACTOR shall notify STATE promptly of any material changes in its representations, skills, abilities and resources to provide services described in its proposal and related materials submitted in response to STATE'S June 20, 2013 ITQ.

4.2 Terms and Conditions of STATE

CONTRACTOR agrees to STATE'S Terms and Conditions contained in its June 20, 2013 ITQ.

4.3 Evaluation and Awards for PROJECTS

CONTRACTOR may participate in bid opportunities posted by STATE agencies for fixed price PROJECTS when its skills meet PROJECT requirements. In the event of award of a PROJECT, the STATE and CONTRACTOR shall cooperate and agree on a statement of work for the PROJECT.

4.4 Guarantee & Applicability

CONTRACTOR understands and confirms the AGREEMENT does not guarantee any PROJECT(S) with STATE. CONTRACTOR also understands and confirms the AGREEMENT may not be used to directly contract or engage any PROJECT with a State agency or entity. Further, CONTRACTOR understands that it, State agencies and entities must follow applicable STATE procurement rules and requirements for competitive bid processes.

4.6 Non-Exclusive Rights

This AGREEMENT is not exclusive. During the term of the AGREEMENT, the STATE reserves the right to competitively procure and select other firms to provide a PROJECT(S) described in the AGREEMENT.

4.7 CONTRACTOR ITQ Disqualification

In addition to its other remedies described herein, the STATE shall have the right at any time during the term of AGREEMENT to direct that the services of CONTRACTOR be fully or partially suspended or stopped, if CONTRACTOR'S PROJECT deliverables fail to conform to the applicable specifications and requirements of the PROJECT or AGREEMENT terms.

STATE shall measure agency satisfaction and acceptance of CONTRACTOR'S PROJECT performance under the ITQ. If deemed necessary, STATE shall provide CONTRACTOR written notice of a stop work directive and/or notice of removal from the list of ITQ CONTRACTORS. STATE reserves the right at any time to require additional qualification information from CONTRACTOR or require that CONTRACTOR re-qualify for designation as an ITQ PREQUALIFIED CONTRACTOR.

4.8 Non-Disclosure

CONTRACTOR understands and agrees that information relating to any PROJECT with the STATE under this AGREEMENT shall not be disclosed to any third party. CONTRACTOR shall refer all third parties that present inquiries to CONTRACTOR regarding the AGREEMENT or PROJECT(S) hereunder to the STATE, attention Department of Administrative Service – Central Procurement Enterprise.

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above AGREEMENT and have caused their duly authorized representatives to execute this AGREEMENT.

State of Iowa Acting by and through the Iowa Department of Administrative Services	CONTRACTOR
By: Mike Carroll	By: James P. Cooney
Name: Mike Carroll, DAS Director	Name: James P. Cooney
Title:	Title: Managing Director
Date: 12/2/13	Date: 11-20-2013

MB 12/2/13

12/3/13