



**BOARD OF SUPERVISORS AGENDA ITEM REPORT**  
**CONTRACTS / AWARDS / GRANTS**

Requested Board Meeting Date: 02/02/16

or Procurement Director Award

**Contractor/Vendor Name (DBA):** Journal Technologies, Inc.

**Project Title/Description:**

Case Management System RFP 0901095

**Purpose:**

Amendment of Award: Master Agreement No. MA-PO-B507248. Extend the term of the software maintenance agreement for a two-year period, increase rates and increase the award amount by \$143,524.00 to \$870,284.00.

Administering Department: Public Defense Service

**Procurement Method:**

Pursuant to Pima County Procurement Code 11.12.020, Competitive Sealed Proposals, Solicitation No. 0901095 was conducted. On February 16, 2010 the Board of Supervisors approved an award of contract to New Dawn Technologies in the amount of \$726,760.00 for a perpetual license agreement and a software maintenance agreement for a five year period with the option for annual renewals after the initial five year term. The Contractor has since changed its legal name to Journal Technologies, Inc. and is the only contractor authorized to provide maintenance services for their software.

This Amendment of Award will extend the term of the software maintenance agreement for a two - year period from 02/16/16 - 02/15/18, increase rates by 5% each year, and add funding for the services required during the extended maintenance period.

Prior to implementation of AMS and this Master Agreement contract, \$191,493.00 of the \$726,760.00 original award was expended leaving a balance of \$535,266.59 which is reflected by MA-PO-B507248 Version 12 document Not To Exceed Amount (\$535,266.59 + \$143,524.00 = \$678,791.00).

Attachment: Master Agreement.

**Program Goals/Predicted Outcomes:**

The Case Management System will continue to enable productivity and service improvements by the Legal Defender, Office of Court Appointed Counsel, Public Defender, Office of Children's Counsel and the Mental Health Defender by consolidating all case information into one secure database easily accessible to attorneys, by enabling secure electronic data exchanges between the prosecution, defense and courts, and by providing a stable system for assignment and subsequent management of attorney case work.

**Public Benefit:**

More cost effective and efficient provision of legal services.

**Metrics Available to Measure Performance:**

Attorney case load, completion and associated costs; reduction in hard document management.

**Retroactive:**

No.

**Original Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_

Effective Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_ Prior Contract Number (Synergen/CMS): \_\_\_\_\_

Expense Amount: \$ \_\_\_\_\_  Revenue Amount: \$ \_\_\_\_\_

Funding Source(s): \_\_\_\_\_

Cost to Pima County General Fund: \_\_\_\_\_

Contract is fully or partially funded with Federal Funds?  Yes  No  Not Applicable to Grant Awards

Were insurance or indemnity clauses modified?  Yes  No  Not Applicable to Grant Awards

Vendor is using a Social Security Number?  Yes  No  Not Applicable to Grant Awards

If Yes, attach the required form per Administrative Procedure 22-73.

**Amendment Information**

Document Type: MA Department Code: PO Contract Number (i.e., 15-123): B507248

Amendment No.: \_\_\_\_\_ AMS Version No.: 12

Effective Date: 02/16/16 New Termination Date: 02/15/18

Expense  Revenue  Increase  Decrease Amount This Amendment: \$ 143,524.00

Funding Source(s): Special Revenue Fund: State Aid to Indigent Defense

Cost to Pima County General Fund: \_\_\_\_\_

Contact: Jennifer Moore, Commodity Contracts Officer 1/13/16 Division Manager 1/15/16

Department: Procurement Mary Jo 1/19/16 Telephone: 520.724.8164

Department Director Signature/Date: \_\_\_\_\_

Deputy County Administrator Signature/Date: Jon Burke 1-21-16

County Administrator Signature/Date: C. Duckert 1/21/16  
*(Required for Board Agenda/Addendum Items)*



# MASTER AGREEMENT

## PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES CONTRACT EXECUTION

Master Agreement No: B507248-BC

MA Version: 12

Page: 1

Description: Case Management System RFP 0901095

<b>I S S U E R</b>	Pima County Procurement Department 130 W. Congress St. 3rd Fl Tucson AZ 85701
	Issued By: JENNIFER MOORE
	Phone: 5207248164
	Email: jennifer.moore@pima.gov

<b>T E R M S</b>	Initiation Date: 02-16-2016
	Expiration Date: 02-15-2018
	NTE Amount: \$678,791.00
	Used Amount: \$523,943.35

<b>V E N D O R</b>	Journal Technologies Inc	Contact: FRANK A. FELICE
	843 S 100 W	Phone: 435-713-2100
	LOGAN UT 84321	Email: sales@newdawntech.com
		Terms: 0.0000 %
		Days: 30

Shipping Method:	Vendor Method
Delivery Type:	STANDARD GROUND
FOB:	FOB Dest, Freight Prepaid
 <b>Modification Reason</b>	
Extend the term by 2-years to 2/15/18; increase rates 5% each year and contract amount by \$143,524.00 to \$678,791.00. Attachments: Master Agreement B507248, Board of Supervisors Award; Offer Agreement	

This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All Transactions and conduct are required to conform to these documents.



# MASTER AGREEMENT DETAILS

Master Agreement No: B507248-BC

MA Version: 12

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**Line Description**

Line	Description	UOM	Unit Price	Stock Code	VPN	MPN
1	DISCOUNT Case Management System					
	Service Contract Amt			Service From	Service To	
	\$0.00			--	--	
2	Case Management System					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$1	21552		
3	Justware Support 285 License 2016-2017					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	LOT	\$51608.55	21552		
4	Justware Support 285 License 2017-2018					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	LOT	\$54188.98	21552		
5	Justware API 2016-2017					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	LOT	\$6780.38	21552		
6	Justware API 2017-2018					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	LOT	\$7119.39	21552		
7	Justware WEB 2016-2017					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	LOT	\$16868.25	21552		
8	Justware WEB 2017-2018					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	LOT	\$17711.66	21552		
9	Annual Escrow 2016-2017					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	LOT	\$285	21552		
10	Annual Escrow 2017-2018					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	LOT	\$285	21552		

## SECTION 1 - REVISED OFFER AGREEMENT

### PIMA COUNTY INFORMATION TECHNOLOGY STANDARD CONTRACT TERMS AND CONDITIONS (10/09)

#### **1. INTENT:**

By submitting a proposal in response to solicitation #0901095, Offeror (referred to as "Contractor") made a firm offer to enter into a contract (the "Contract") with Pima County ("COUNTY") to provide COUNTY with a *Case Management System* (the "Software") and related implementation, integration, and support/maintenance services (the "Services") as specified in the solicitation and Offeror's proposal (the "Proposal"). This Revised Offer Agreement supersedes the original Offer Agreement submitted with the Proposal. This Revised Offer Agreement will be accepted by the County by issuance of a blanket contract, which will be effective on the document's date of issue without further action by either party, and will incorporate the following:

- Section 1: body of Revised Offer Agreement – including Pima County Information Technology Standard Contract Terms and Conditions
- Section 2: Contractor's Standard License Agreement
- Section 3: Contractor's Maintenance Services and Professional Services (As Needed) Agreements
- Section 4: Final Cost Proposal
- The County's Specifications and Scope of Work as set forth in the Solicitation, including:
  - Table 1: Data Flows between Defense Organizations and Systems
  - Attachment 1: Interface Development
  - Attachment 2: **PIMA COUNTY STANDARD REPORTS, FORMS AND DOCUMENTS – AS PROVIDED PURSUANT TO ADDENDUM #2**
- CONTRACTOR's Proposal, including:
  - Exhibit 1: System Functionality/Capability Specifications
  - Exhibit 2: Key Personnel
  - Exhibit 3: Project Implementation/Plan
  - Exhibit 4: Initial System Set-up
  - Exhibit 5: Initial User Training
  - Exhibit 6: Issue Reporting
  - Exhibit 7: Administrator's Obligations
  - Exhibit 8: Contractor Information and References
  - Exhibit 9: Cost Proposal (superseded by Section 4, Final Cost Proposal)
  - Exhibit 10: Sustainability
  - Contractor's Approved Deviation Requests

In the event that there are inconsistencies between agreement documents, following is the order of precedence, superior to subordinate, that shall be applied to resolve the inconsistency: blanket contract; purchase order; Revised Offer Agreement; County specifications and SOW; Contractor's standard agreements; and Contractor's Proposal.

#### **2. TERM, RENEWALS & REVISIONS:**

The term of the license agreement shall be perpetual.

The initial term of the Maintenance and Professional Services Agreement will be for a five-year period. CONTRACTOR shall provide the County with 3 months notice of annual maintenance quotes, for annual renewals after the initial 5-year term. Renewals for maintenance may be exercised upon the written agreement of the parties, as set forth below.

Proposed extensions and amendments to the Agreements shall be made through the issuance by County to Contractor of a revised Blanket Contract or Purchase Order document setting forth the requested extension and/or changes. Failure by Contractor to object in writing to the proposed extension or revised terms within ten (10) calendar days of issuance by County shall signify acceptance by Contractor and the extension/amendment shall be binding upon the parties, effective on the date of issuance.

The parties may amend this agreement to include other software products (modules) as mutually agreed upon. Any such addition shall be by formal written revision to this agreement.

#### **3. ORDER RELEASES:**

*Order(s)*, for products or services pursuant to the Contract will be made by COUNTY by issue of Purchase Order documents. Order documents will be furnished to CONTRACTOR via facsimile, e-mail or telephone. If the order is given verbally, the County Department that issued the order will transmit a confirming order document to the CONTRACTOR within five workdays of the date the verbal order is given.

CONTRACTOR is prohibited from supplying materials or services pursuant to the Contract that are not documented or authorized by a Purchase Order at the time of provision. The CONTRACTOR agrees that the County accepts no responsibility regarding this agreement for control or payment for materials or services not documented by a COUNTY Purchase Order.

**SECTION 1 - REVISED OFFER AGREEMENT**

**PIMA COUNTY INFORMATION TECHNOLOGY STANDARD CONTRACT TERMS AND CONDITIONS (10/09)**

The CONTRACTOR agrees to establish, monitor, and manage an effective agreement administration process that assures compliance with all requirements of the Contract. In particular, the CONTRACTOR agrees that it will not provide goods or services in excess of the executed agreement items, item quantity, item amount, or agreement amount without prior written authorization by agreement revision properly executed and issued by the County. Any items provided in excess of that stated in the agreement shall be at the CONTRACTOR'S own risk. CONTRACTOR shall decline verbal requests to deliver items in excess of the agreement and shall report all such requests in writing to the COUNTY Procurement Department within one (1) workday of the request. The report shall include the name of the requesting individual and the nature of the request.

**4. ACCEPTANCE OF SERVICES AND PRODUCTS:**

Acceptance of the goods and services shall be made by the County Department designated on the issued Purchase Order. COUNTY will not execute an acceptance or authorize payment for any service, equipment or component prior to delivery and verification that all specification requirements have been met.

**5. COMPENSATION & PAYMENT:**

Refer to Section 4: Final Cost Proposal.

**6. UNIT PRICES:**

Are contained in Section 4: Final Cost Proposal.

**7. INTERPRETATION and APPLICABLE LAW:**

This Agreement shall be interpreted, construed and given effect in all respects according to the laws of the State of Arizona. Any action relating to this Contract shall be brought in a court of the State of Arizona in COUNTY.

**8. WARRANTY:**

"Warranty Period" means, with respect to the Software, a period of 365 days from the date of COUNTY going "Live in Production" with the Software and, with respect to the Services, a period of 365 days from the date the COUNTY indicates acceptance of the Services (or, in either case, the next business day, if such period ends on a weekend or holiday observed by COUNTY). Contractor warrants that the Software shall, during the Warranty Period, perform as represented herein and in the Proposal and shall be free from material defects and that all Services provided by Contractor shall be performed with reasonable skill, care and diligence by appropriately experienced, qualified and trained personnel.

8.1 COUNTY acknowledges that it has assessed for itself the suitability of the Software for its requirements. CONTRACTOR does not warrant that the Software will be suitable for such requirements or that any use of the Software will be uninterrupted or error free. COUNTY accepts responsibility for the selection of the Software to achieve its intended results.

8.2 With respect to problems reported to CONTRACTOR during the Warranty period, COUNTY'S sole remedy for breach of the warranties in this Section 8 is, as appropriate:

8.2.1 to require CONTRACTOR to repair or replace (at CONTRACTOR'S option) the defective item within a reasonable time at no charge to COUNTY; or

8.2.2 to require CONTRACTOR to re-perform the relevant Service within a reasonable time at no charge to COUNTY.

The COUNTY shall provide all information as may be reasonably necessary to assist CONTRACTOR in resolving the defective item or service including, without limitation, sufficient information to enable CONTRACTOR to re-create the defect, and shall make all reasonable efforts to mitigate any and all loss or damage accruing to it as a result of such breach of warranty.

8.3 The warranty in this Section 8 will not apply if:

8.3.1 COUNTY makes or causes to be made any modifications to the Software without CONTRACTOR 's prior written consent;

8.3.2 the Software is used in an application for which it was not intended or in combination with any other software not approved by CONTRACTOR; or

8.3.3 the Software is used other than as permitted under this Agreement.

8.4 The express terms of this Agreement are in lieu of all warranties, conditions, undertakings, terms and obligations implied by statute, common law, trade usage, course of dealing or otherwise, all of which are hereby excluded to the fullest extent permitted by law.

**SECTION 1 - REVISED OFFER AGREEMENT**  
**PIMA COUNTY INFORMATION TECHNOLOGY STANDARD CONTRACT TERMS AND CONDITIONS (10/09)**

**9. DELIVERY:**

The Software shall be delivered, installed, and implemented, and the training and other services shall be rendered in a timely manner, as provided in the schedule contained in the Proposal (Exhibit 3: Project/Implementation Plan), as modified to account for multiple roll-outs as specified in Section 4: Final Cost Proposal. On-time delivery of goods and services is an essential part of the consideration to be received by COUNTY. COUNTY at its sole option and at no cost to the COUNTY may extend this schedule and adjust times. Such extension of delivery times will not be valid unless extended in writing by an authorized representative of the COUNTY.

Contractor will not be held responsible for unforeseen delays caused by fires, strikes, acts of God, or other causes beyond Contractor's control, provided that Contractor provides immediate notice of delay and makes reasonable efforts to mitigate its impacts.

**10. SOFTWARE LICENSE:**

Notwithstanding any inconsistent term in the Contractor's standard license agreement (attached as Section 2) the terms contained in this Revised Offer Agreement shall prevail:

COUNTY will have a perpetual, non-exclusive license to (i) use the Software and any upgrades, patches or workarounds supplied by CONTRACTOR, within the Scope of the License Agreement for the Licensee's internal business purposes only and (ii) possess and refer to user and technical information supplied by CONTRACTOR regarding the configuration and use of the Software (the "Documentation"). This License is non-transferable except that COUNTY may transfer some or all of its rights to any other entity that COUNTY provides services to or receives services from based on Board of Supervisor decisions to outsource Licensee business areas or provide similar services to other governmental entities due to intergovernmental agreements, provided however that COUNTY shall not exceed the scope of the license agreement in this event.

COUNTY shall have the absolute right to upgrade or replace any equipment in its network and continue to use the Software on the network. COUNTY shall not be required to pay CONTRACTOR any additional licensing fee or other fees as a result of using the Software in conjunction with the upgraded or replacement equipment on the network.

COUNTY may make a reasonable number of back-up copies of the Software and the Documentation as are strictly necessary for its lawful use. COUNTY shall maintain records of the number and location of all such copies of the Software and the Documentation. COUNTY has the right to utilize an unrestricted number of copies, without additional charge, for testing, staging, training and business-backup and/or disaster-continuity purposes.

CONTRACTOR will, for the benefit of COUNTY, establish a license escrow agreement and maintain current source code and object code of the Software, and copies of the Documentation, in escrow with a certified Escrow Agent. CONTRACTOR will register COUNTY as a beneficiary under the License Escrow Agreement. CONTRACTOR shall bear the cost of this Escrow arrangement. The Escrow Agreement will provide that, in the event of bankruptcy or termination of maintenance support of the Software by CONTRACTOR, a copy of this source code and object code and Documentation will be provided to COUNTY for the sole purpose of providing the ability to continue support of the Software. In such case, COUNTY shall have the right to support the Software internally within its organization. In no event shall the source code be used for any other purpose. In no event shall the title or any rights, including intellectual property rights, to the proprietary and trade secret source code be transferred to COUNTY. The mechanisms for deposit, maintenance, and release of Software to and from the Escrow Agent will be pursuant to the terms of a mutually agreed-upon Escrow Agreement, provided that the Escrow Agreement will not include additional conditions or different terms with respect to COUNTY'S rights than those described above.

COUNTY shall pay a license fee for each "Named User." For each named user license purchased by COUNTY, COUNTY may install and use the Software on any and all computer(s) or device(s) used *non-concurrently* by a user. "Named User" is an employee of Licensee authorized to access, directly or indirectly, the licensed Software and perform operational roles within the Software and across multiple operational modules/functions. "Employee" is any employee, agent, contractor, business third party provider or other governmental agency(s) serviced by Licensee.

**11. FRAUD AND COLLUSION:**

Contractor acknowledges and warrants that no officer or employee of COUNTY or of any subdivision thereof has: 1) aided or assisted the Contractor in securing or attempting to secure this contract at a higher price than that proposed by any other person submitting a proposal for this contract; 2) favored Contractor over other proposers by giving or withholding information or by willfully misleading any proposer in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 3) has agreed to knowingly accept materials or supplies of an inferior quality; 4) any direct or indirect financial interest in Contractor or will personally benefit from this Contract. Additionally, during the conduct of business with COUNTY, the Contractor will not knowingly certify, or induce others to certify, to a greater amount of labor performed than has been actually performed, or to the receipt of a greater amount or different kind of material or supplies that has been actually received. If at any time it shall be found

**SECTION 1 - REVISED OFFER AGREEMENT**

**PIMA COUNTY INFORMATION TECHNOLOGY STANDARD CONTRACT TERMS AND CONDITIONS (10/09)**

that Contractor has in presenting its proposal colluded with any other party or parties for the purpose of preventing any other offer being made, then this agreement may be terminated and Contractor shall be liable for all damages sustained by COUNTY.

**12. COOPERATIVE USE OF RESULTING AGREEMENT:**

As allowed by law, the COUNTY has entered into cooperative procurement agreements that enable other Public Agencies to utilize procurement agreements developed by the COUNTY. The Contractor may be contacted by participating agencies and requested to provide services and products pursuant to the pricing, terms and conditions set forth in this Agreement. Minor adjustments are allowed subject to agreement by both Contractor and Requesting Party to accommodate additional cost or other factors not present in the COUNTY agreement and required to satisfy particular Public Agency code or functional requirements. Any such usage shall be in accordance with State, COUNTY and other Public Agency procurement rules, regulations and requirements. A list of agencies that are authorized to use COUNTY agreements can be viewed at the Procurement Department Internet home page: <http://www.pima.gov/procure> by selecting the link titled *Authorized Use of COUNTY Agreements*.

**13. INTELLECTUAL PROPERTY INDEMNITY:**

Contractor warrants that the software and services provided under this contract do not unlawfully infringe on any intellectual property rights held by others. Contractor shall hold COUNTY, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, suffered or incurred as a result of any claim by a third party for intellectual property infringement in connection with the software or services furnished hereunder.

**14. INDEMNIFICATION:**

Contractor shall indemnify, defend, and hold harmless COUNTY, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by the Contractor, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this contract.

**15. COMPLIANCE WITH LAWS:**

Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation.

**16. ASSIGNMENT:**

Contractor shall not assign its rights to this Contract, in whole or in part, without prior written approval of the COUNTY. Approval may be withheld at the sole discretion of COUNTY.

**17. CONFLICT OF INTEREST:**

All agreements are subject to the provisions of A.R.S. § 38-511, the pertinent provisions of which are incorporated into and made part of all resultant contracts or purchase orders as if set forth in full herein.

**18. NON-DISCRIMINATION:**

CONTRACTOR agrees that during the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin. CONTRACTOR shall comply with the provisions of Arizona Executive Order 75-5, as amended by Executive Order 99-4, which is incorporated into this Contract as if set forth in full herein.

**19. NON-APPROPRIATION OF FUNDS:**

Pursuant to the provisions of A.R.S. § 11-251, sub-section 42, this agreement may be canceled if for any reason the COUNTY Board of Supervisors does not appropriate funds for the stated purpose of maintaining this agreement. In the event of such cancellation, COUNTY shall have no further obligation, other than to pay for services or goods that have already been received.

**20. PUBLIC INFORMATION:**

Pursuant to A.R.S. § 39-121 et seq., the Contract, including, but not limited to, pricing, product specifications, work plans, and any supporting data (including Contractor's original proposal) becomes Public information and upon request is subject to release and/or review by the general Public including competitors.

Any records submitted by Contractor that Contractor believes constitute proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as CONFIDENTIAL by Contractor prior to submittal to County.

Notwithstanding the above provisions, in the event records marked CONFIDENTIAL are requested for Public release pursuant to A.R.S. § 39-121 et seq., COUNTY shall be entitled to release records marked CONFIDENTIAL ten (10) business days after the date of notice to the Contractor of the request for release, unless Contractor has, within the ten day period, secured a protective order,

injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release shall not be counted in the time calculation. Contractor shall be notified of any request for such release on the same day of the request for Public release or as soon thereafter as practicable.

COUNTY shall not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor shall COUNTY be in any way financially responsible for any costs associated with securing such an order.

**21. CUSTOM DOCUMENTATION:**

Costs to develop all documentation, training materials, etc. necessary to provide the contracted services to County are included in the agreed upon price. It is agreed that such documentation shall be the property of COUNTY.

**22. AMERICANS WITH DISABILITIES ACT:**

Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public law 101-336, 42 USC 12101-12213) and all applicable federal regulations under the act, including 28 CFR parts 35 and 36.

**23. NON-EXCLUSIVE:**

This Agreement is non-exclusive and are for the sole convenience of Pima County which reserves the right to obtain like goods and services from other sources for any reason.

**24. TERMINATION:**

COUNTY reserves the right to terminate this contract in whole or in part at anytime, when in the best interests of the COUNTY, without penalty or recourse. Upon receipt of written notice, Contractor shall immediately cease all work as directed by the notice, notify all sub-contractors of the effective date of termination and take appropriate actions to minimize further costs to the COUNTY.

**25. INDEPENDENT CONTRACTOR:**

The status of the Contractor shall be that of an independent Contractor. Neither Contractor nor Contractor officer's agents or employees shall be considered an employee of COUNTY or be entitled to receive any employment-related fringe benefits under the COUNTY Merit System. Contractor shall be responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and shall indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of Contractor's failure to pay such taxes.

**26. BOOKS AND RECORDS:**

Contractor shall keep and maintain proper and complete books, records and accounts, which shall be open at all reasonable times for inspection and audit by duly authorized representatives of COUNTY. In addition, Contractor shall retain all records relating to this contract at least 5 years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

**27. COUNTERPARTS:**

This contract may be executed in any number of counterparts and each counterpart shall be deemed an original, and together such counterparts shall constitute one and the same instrument.

**28. AUTHORITY TO CONTRACT:**

Contractor warrants its right and power to enter into this contract. If any court or administrative agency determines that COUNTY does not have authority to enter into the contract, COUNTY shall not be liable to Contractor or any third party by reason of such determination or by reason of the contract.

**29. FULL AND COMPLETE PERFORMANCE:**

The failure of either party to insist in one or more instances upon full and complete compliance with any of the terms or conditions of this contract, or to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time shall not be construed as an accord and satisfaction.

**30. SUBCONTRACTOR:**

CONTRACTOR shall be fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts CONTRACTOR may be liable to the same extent that the CONTRACTOR is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract shall create any obligation on the part of COUNTY to pay or see to the payment of any money due any subcontractor, except as may be required by law.

**SECTION 1 - REVISED OFFER AGREEMENT**  
**PIMA COUNTY INFORMATION TECHNOLOGY STANDARD CONTRACT TERMS AND CONDITIONS (10/09)**

**31. SEVERABILITY:**

Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

**32. INSURANCE:**

The insurance requirements herein are minimum requirements for this contract and in no way limit the indemnity covenants contained in this Contract. The COUNTY in no way warrants that the minimum limits contained herein are sufficient to protect the CONTRACTOR from liabilities that might arise out of the performance of the work under this Contract by the CONTRACTOR, his agents, representatives, employees, or subcontractors.

CONTRACTOR shall obtain and maintain at its own expense during the entire term of this Agreement, the following types and amounts of insurance:

**A. Professional Liability:** CONTRACTOR shall maintain professional liability insurance (including Technology Errors and Omissions liability insurance) covering liabilities for financial loss resulting or arising from acts, errors or omissions in rendering computer or information technology services or from data damage/destruction/corruption; including without limitation, failure to perform, and loss from unauthorized access, unauthorized use, virus transmission, denial of service and loss of income from network security failures in connection with the Services provided under this Agreement with a minimum limit of \$1,000,000 per occurrence and annual aggregate.

In the event that the professional liability insurance required by this Contract is written on a claims-made basis, CONTRACTOR warrants that any retroactive date under the policy shall precede the effective date of this contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two years beginning at the time of work under this Contract is completed.

**B. Commercial General Liability:** CONTRACTOR shall maintain commercial general liability in the amounts of \$1,000,000 combined, single limit Bodily Injury and Property Damage or \$1,000,000 Bodily Injury, \$1,000,000 Property Damage. Policy shall be endorsed to include the following language: "Pima County shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the CONTRACTOR."

**C. Automobile Liability:** CONTRACTOR shall procure and maintain automobile liability coverage for owned, non-owned and hired vehicles with limits in the amount of \$1,000,000 combined single limit or \$1,000,000 Bodily Injury, \$1,000,000 Property Damage. Policy shall be endorsed to include the following language: "Pima County shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the CONTRACTOR, including automobiles owned, leased, hired or borrowed by the CONTRACTOR."

**D. Worker's Compensation and Employers' Liability:** Workers' Compensation: Statutory limits. Employers' Liability coverage: \$500,000 Each Accident; \$500,000 Disease/Each Employee and \$1,000,000 Disease/Policy Limit. Policy shall contain a waiver of subrogation against Pima County.

**33. VENDOR RECORD MAINTENANCE**

By submitting a response to this solicitation, the submitter agrees to establish and maintain a complete Pima County Vendor record, including the provision of a properly completed and executed "Request for Taxpayer Identification Number and Certification" document (Form W-9), within ten calendar days of the solicitation due date. The Vendor also agrees to update the information within ten calendar days of any change in that information and prior to the submission of any invoice or request for payment. The preferred method for creating or updating this record is via the Internet utilizing the Pima County Vendor Registration and Messaging Portal (VRAMP). The portal requires that the Vendor establish and maintain email functionality. In addition to providing the means for a Vendor to create and maintain their Vendor record, VRAMP also provides for email notice to the vendor regarding solicitations published by Pima County for commodities of interest as defined by the Vendor record. Internet links for Vendor Registration, VRAMP and commodity codes used to define products and services for which the Vendor is capable of providing, are located at the Procurement Internet page: [www.pima.gov/procure](http://www.pima.gov/procure).

**34. PACKING:**

No extra charges shall be made for packaging or packing material. Contractor shall be responsible for safe packaging conforming to carrier's requirements. All packages shall bear the content(s) quantity, product identification, purchase order number, and destination address plainly marked in indelible ink on the exterior of each package.

**35. SPECIFICATION CHANGES:**

COUNTY shall have the right to make changes in the specifications, services, or terms and conditions of an order. If such changes cause an increase or decrease in the amount due under an order or in time required for performance, an acceptable adjustment shall be made and the order shall be modified in writing. Any agreement for adjustment must be made in writing. Nothing in this clause shall reduce Contractor's responsibility to proceed without delay in the delivery or performance of an order.

**36. INSPECTION:**

All goods and services are subject to inspection and testing at place of manufacture, the destination, or both, by COUNTY. Goods failing to meet specifications of the order or contract shall be held at Contractor's risk and may be returned to Contractor with costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses to be the responsibility of Contractor. In lieu of return of nonconforming supplies, COUNTY, at its sole discretion and without prejudice to COUNTY's rights, may waive any nonconformity, receive the delivery, and treat the defect(s) as a warranty item, but waiver of any condition shall not be considered a waiver of that condition for subsequent shipments or deliveries.

**37. SHIPPING TERMS:**

Unless stated otherwise by the agreement documents, delivery terms are to be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination") are to be included in the Unit Price offered by Contractor and accepted by the COUNTY.

**38. INSPECTION; REMEDIES:**

All goods and services are subject to inspection and testing at place of manufacture, the destination, or both, by COUNTY. Goods failing to meet specifications of the order or contract may be held at Contractor's risk and may be returned to Contractor with costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses to be the responsibility of Contractor, and Contractor shall in that event immediately replace the item(s) with conforming item(s). Should the Contractor fail, neglect, or refuse immediately to do so, COUNTY, shall have the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any monies due or that may become due to the Contractor the difference between the price named in the contract or purchase order and actual cost to COUNTY.

In lieu of return of nonconforming supplies, COUNTY, at its sole discretion and without prejudice to COUNTY's rights, may waive any nonconformity, receive the delivery, and treat the defect(s) as a warranty item, but waiver of any condition shall not be considered a waiver of that condition for subsequent shipments or deliveries.

In the event the Contractor shall fail to make prompt delivery as specified of any item, the same conditions as to the rights of COUNTY to purchase in the open market and invoke the reimbursement condition above shall apply, except when delivery is delayed by fire, strike, freight embargo, or acts of god or of the government.

In the event of cancellation of the contract or purchase order, either in whole or in part, by reason of the default or breach by the Contractor, any loss or damage sustained by COUNTY in procuring any items which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of COUNTY provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

**39. SCRUTINIZED BUSINESS OPERATIONS**

Pursuant to A.R.S. § 35-397, contractor hereby certifies that it does not have scrutinized business operations in Iran or Sudan. The submission of a false certification by contractor may result in action up to and including termination of this contract.

**40. LEGAL ARIZONA WORKERS ACT COMPLIANCE**

CONTRACTOR hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to CONTRACTOR'S employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). CONTRACTOR shall further ensure that each subcontractor who performs any work for CONTRACTOR under this contract likewise complies with the State and Federal Immigration Laws.

COUNTY shall have the right at any time to inspect the books and records of CONTRACTOR and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of CONTRACTOR'S or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting CONTRACTOR to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or

**SECTION 1 - REVISED OFFER AGREEMENT**

**PIMA COUNTY INFORMATION TECHNOLOGY STANDARD CONTRACT TERMS AND CONDITIONS (10/09)**

terminated as a result, CONTRACTOR shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to COUNTY approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

CONTRACTOR shall advise each subcontractor of COUNTY'S rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"SUBCONTRACTOR hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to SUBCONTRACTOR's employees, and with the requirements of A.R.S. § 23-214 (A). SUBCONTRACTOR further agrees that COUNTY may inspect the SUBCONTRACTOR'S books and records to insure that SUBCONTRACTOR is in compliance with these requirements. Any breach of this paragraph by SUBCONTRACTOR will be deemed to be a material breach of this contract subjecting SUBCONTRACTOR to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of CONTRACTOR. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of CONTRACTOR's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which CONTRACTOR shall be entitled to an extension of time, but not costs.

**41. CONTROL of DATA PROVIDED BY PIMA COUNTY**

For those projects and contracts where Pima County has provided data to enable the Contractor to provide contracted services or products, unless otherwise specified and agreed to in writing by Pima County, Contractor shall treat, control and limit access to said information as confidential and under no circumstances release any data provided by County during the term of this agreement and thereafter, including but not limited to personal identifying information as defined by A.R.S. § 44-1373, and is further prohibited from selling such data directly or through a third party. Upon termination of the associated agreement or completion of the required contractual intent whichever occurs sooner, Contractor shall either return all data to County or shall destroy such data and confirm destruction in writing in a timely manner not to exceed 60 calendar days.

**42. NOTICES.** Any notice required or permitted to be given under this Agreement shall be in writing and shall be served by personal delivery or by certified mail upon the other party as follows:

**COUNTY:**

Pima County Information Technology Department  
150 W. Congress, 5<sup>th</sup> Floor  
Tucson, AZ 85701  
Chief Information Officer

Pima County Public Defender  
33 N. Stone 21<sup>st</sup> Floor  
Tucson, Arizona 85701  
Legal Administrator, Mark Hamblin

**OFFEROR:**

At the name, mailing address, phone, email listed below.

**OFFEROR LEGAL NAME:**     New Dawn Technologies    

**BUSINESS ALSO KNOWN AS:**     New Dawn Technologies    

**MAILING ADDRESS:**     843 South 100 West    

**CITY/STATE/ZIP:**     Logan, Utah 84321    

**CORPORATE HEADQUARTERS LOCATION:**

**ADDRESS:**     843 South 100 West    

**CITY, STATE, ZIP:**     Logan, Utah 84321

**SECTION 1 - REVISED OFFER AGREEMENT**

**PIMA COUNTY INFORMATION TECHNOLOGY STANDARD CONTRACT TERMS AND CONDITIONS (10/09)**

During the solicitation process, correspondence may be directed to:

CONTACT PERSON NAME/TITLE: Bart Liechty / Senior Account Executive

PHONE: (877) 587.8927 x142 FAX: (435) 774.1309

CONTACT EMAIL ADDRESS: blichty@newdawntech.com

**43. ACKNOWLEDGEMENT of SOLICITATION ADDENDA:**

Offeror acknowledges that the following solicitation addenda has been incorporated in their offer and this agreement:

Addendum #	Date	Addendum #	Date	Addendum #	Date
1	02/13/09	2	02/18/09		

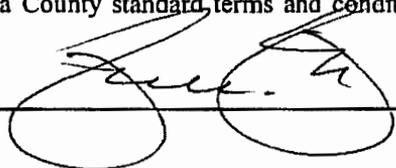
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**SECTION 1 - REVISED OFFER AGREEMENT**

**PIMA COUNTY INFORMATION TECHNOLOGY STANDARD CONTRACT TERMS AND CONDITIONS (10/09)**

**44. CERTIFICATION/OFFER:**

By signing and submitting the Proposal and the Revised Offer Agreement documents, the undersigned certifies that they are legally authorized to represent and bind the "CONTRACTOR" to legal agreements, that all information submitted is accurate and complete, that the firm has reviewed the Procurement website for solicitation addenda incorporated into their offer, that the firm is qualified and willing to provide the items and services requested, and that the firm will comply with all requirements of the solicitation and any resulting Contract. The undersigned hereby offers to furnish the material or service in compliance with all terms, conditions, specifications, defined or referenced by the solicitation. The pricing proposal includes all costs incidental to the provision of the items and services in compliance with the above documents; no additional payment will be made. Conditional offers that modify the solicitation requirements may be deemed not 'responsive' and may not be evaluated. Offeror's submission of a signed Offer Agreement shall constitute a firm offer and upon the issuance of a blanket contract or purchase order document signed by the Pima County Procurement Director or authorized designee, a binding contract is formed that shall require the Offeror to provide the services described in this solicitation. The resulting contract incorporates by reference all requirements set forth by the solicitation, solicitation instructions, Pima County standard terms and conditions, and other documents listed in this Offer Agreement's Other Documents article.

SIGNATURE:  DATE: 2/3/2016

Frank Felice Vice President

**PRINTED NAME & TITLE OF AUTHORIZED OFFEROR REPRESENTATIVE EXECUTING OFFER**

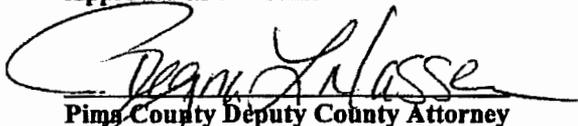
843 South 100 West, Logan UT 84321

**MAILING ADDRESS**

**PHONE AND E-MAIL: (877) 587.8927 x117, [ffelice@newdawntech.com](mailto:ffelice@newdawntech.com)**

**END OF OFFER AGREEMENT**

Approved as to Form:



Pima County Deputy County Attorney

**REGINA NASSEN**

**SECTION 2 - CONTRACTOR'S STANDARD LICENSE CONTRACT****JustWare License Agreement - Confidential**

This License Agreement is between New Dawn Technologies, Inc. ("New Dawn") and Pima County IT, Public Defender, Legal Defender & OCAC ("Customer") with regards to the use of JustWare Defender ("the Software").

**1. License**

This Agreement allows you, the Customer to:

- a. Install and use the Software on any computer or device for each named user license purchased and make one copy of the Software in machine-readable form solely for backup purposes. Customer must reproduce on any such copy all copyright notices and any other proprietary legends on the original copy of the Software.
- b. Install and use the Software in a testing and staging environment.
- c. Install the Software on a storage device, such as a network server, and run the Software on an internal network, provided the number of named users running the Software does not exceed the number of named user licenses of the Software purchased.
- d. Use the Software either directly or indirectly or through commands, data or instructions from or to a computer not part of your internal network, for Internet or Web-hosting services only by a named user licensed to use this copy of the Software through a valid license. A copy of the Software must be purchased for each named user.
- e. Reproduce documentation, online help, and screen capture images solely for internal use as reference material and training literature.

**2. Terms and Conditions**

Customer must agree to the Terms and Condition of this agreement if you wish to use this software.

**3. License Restrictions and Rights**

The Software and Software Documentation are protected by United States Copyright Laws and international Copyright treaties, as well as other intellectual property laws. The Software is licensed and not sold to Customer. New Dawn hereby retains sole and exclusive ownership of all right, title and interest in and to all intellectual property rights in the Software, Software Documentation. Customer may not make or distribute copies of the Software, or electronically transfer the Software from one computer to another or over a network other than to make backup copies of the Software. You may not release proprietary Software information such as Software database schemas or Software technical specifications. You may not decompile, reverse engineer, disassemble, or otherwise reduce the Software to a human-perceivable form. You may not rent, lease or sublicense the Software. You may not modify the Software or create derivative works based upon the Software. You may not export the Software into any country prohibited by the United States Export Administration Act and the regulations there under.

**4. Data**

New Dawn Technologies does not own any data, information or material in the course of Customer using or accessing the Software. Customer, not New Dawn Technologies, shall have sole responsibility and ownership for the accuracy, quality, integrity, legality, reliability, appropriateness, and ownership or right to use of all Customer data and New Dawn Technologies shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer data.

**5. Upgrades**

- a. If this copy of the Software is an upgrade from an earlier version of the Software, it is provided to you, the Customer on a named user license exchange basis. You agree by your installation and use of this copy of the Software to voluntarily terminate your earlier named user license and that you will not continue to use the earlier version of the Software nor transfer it to another.
- b. This Agreement will remain in effect for all future upgrades to the Software unless otherwise stated by a new License Agreement executed between New Dawn and the Customer.
- c. Customer will receive all future upgrades to the Software, free of additional charge, as long as a current Support Agreement is maintained.

**6. Ownership**

The foregoing license gives you, the Customer:

- a. Limited rights to use the Software. Although you own the media on which the Software is recorded, you do not become the owner of, and New Dawn retains title to, the Software, any New Dawn run time libraries, and all copies thereof. All rights not specifically granted in this Agreement, including Federal and International Copyrights, are reserved by New Dawn.
- b. Responsibility for the data entered and modified while using the Software. New Dawn shall not be held liable for the data contained in the system including without limitation the accuracy, responsibility for archival, loss of, use or misuse of any data entered by the Customer.

**SECTION 2 - CONTRACTOR'S STANDARD LICENSE CONTRACT**

**7. Disclaimer of Warranty and Limitation of Liability**

- a. Warranty for the Software shall be defined in the Terms and Conditions.
- b. No oral or written information or advice given by New Dawn, its dealers, distributors, agents or employees shall create a warranty or in any way increase the scope of this warranty.
- c. New Dawn will use reasonable commercial efforts to supply you, the Customer with a replacement copy of the Software that substantially conforms to the documentation, provide a replacement for defective media, or direct you to an Online Download Site, at its option. New Dawn shall have no responsibility if the Software has been altered in any way, if the media has been damaged by accident, abuse or misapplication, or if the failure arises out of use of the Software with other than a recommended hardware and software configuration.
- d. New Dawn shall not be liable for any indirect, special, incidental or consequential damages (including damages for loss of business, loss of profits, or the like), whether based on breach of contract, tort (including negligence), product liability or otherwise, even if New Dawn or its representatives have been advised of the possibility of such damages and even if a remedy set forth herein is found to have failed of its essential purpose.
- e. You, the user of any New Dawn Software, assume all responsibility and liability of damages caused by using said software.
- f. New Dawn total liability (if any) to you, the Customer for actual damages for any cause whatsoever will be limited to the amount paid by you for the software that caused such damage.

The remainder of this page is intentionally left blank.

**SECTION 3 - CONTRACTOR'S STANDARD MAINTENANCE and PROFESSIONAL SERVICES AGREEMENT****County Specifications:**

In the event of conflict between the terms of Contractor's standard maintenance agreement and County specifications, County specifications below and terms contained in the Revised Offer Agreement shall prevail.

**ANNUAL MAINTENANCE & SUPPORT**

Annual Maintenance & Support fees are payable 60 days following receipt of invoice to be generated by vendor upon conclusion of Vendor Warranty Period, and there after on an annual basis from that date

These fees shall not exceed 15% of the Licensees purchase price or cumulative purchase price of vendor software over the years of the agreement.

Annual Maintenance & Support Service is limited to five years on any major release of the Software. In the event that the Licensee does not upgrade to a supported release before support for their release is withdrawn, Vendor reserves the right to either charge an additional amount over and above the Annual Support Fee to provide Vendor Support Services for otherwise unsupported releases (percent increase will follow the PPI series ID: PCU5112, Software Publishers, up to a maximum of 3% per year above Licensee previous year's support charge; or, providing the Licensee one year written notice that Vendor will immediately cease providing the Vendor Support Services on that future date). PPI base month shall be May 2009. Calculation of percentage change will be figured per Bureau of Labor Statistics, Producer Price Indexes Escalation Guide for Contracting Parties, which is located at <http://stats.bls.gov/ppi/ppiescalation.htm>

In the event that a customization is required, the customization will be mutually defined between Pima County and New Dawn Technologies and a technical proposal will be provided stating the firm and fixed costs. Pima County requires the following contractual stipulation with respect to software customizations:

All software customizations shall be incorporated into the Base System, available to all customers, by the next version release of the software (as opposed to the next patch release). Thus, there shall be no maintenance costs associated with customizations.

**KEY ACTIONS**

The key actions of the parties to be performed in relation to the Vendor Support Services are as follows:

<b>Lines of Support Service:</b>	<b>Responsibility:</b>	<b>Key Actions:</b>
<b>Help Desk - either at licensee site or through a shared service facility</b>	Licensee	<ul style="list-style-type: none"> <li>• Incident analysis and determination.</li> <li>• Incident resolution where possible (excluding changes to the Software); otherwise, escalation to 1st Line by means of completing and forwarding a PROBLEM ANALYSIS FORM to Vendor.</li> </ul>
<b>1<sup>st</sup> Line - Incident Analysis &amp; Resolution</b>	Vendor	<ul style="list-style-type: none"> <li>• <b>Incident resolution</b> – Resolve the incident where possible (excluding changes to the Software) using documentation/Known error database etc.</li> <li>• <b>Incident Analysis</b> – rule out User Error by replication, Configuration issue etc.</li> <li>• <b>Determination Analysis</b> – Determine where the issue lies i.e. Hardware, Application, Network etc. and act accordingly.</li> <li>• <b>Configuration Analysis</b> - Resolve Standard configuration incidents within Vendor configurable components.</li> <li>• <b>Escalation</b> - In the event of not being able replicate/fix an issue attach relevant logs and escalate to 2<sup>nd</sup> line support.</li> </ul>

**SECTION 3 - CONTRACTOR'S STANDARD MAINTENANCE and PROFESSIONAL SERVICES AGREEMENT**

<b>2<sup>nd</sup> Line – Incident Analysis</b>	Vendor	<ul style="list-style-type: none"> <li>• <b>Priority Determination</b> - Call back Licensee and validate Software incident and resolve the incident if possible; otherwise, agree incident Priority Code with Licensee.</li> <li>• <b>Logging Activation</b> – Activate the logging to capture Exceptions/ Errors etc.</li> <li>• <b>Replication</b> - Replication of embedded issue using all information provided from 1<sup>st</sup> Level Support in Test Suite.</li> <li>• <b>Component Analysis</b> - Establish in which component the error lies and any dependencies.</li> <li>• <b>Defect / Wish / Enhancement</b> - Establish if this issue is a Enhancement Request, Defect, Wish, Change or Amendment and report to 3<sup>rd</sup> Level accordingly.</li> </ul>
<b>3<sup>rd</sup> Line - Maintenance Service</b>	Vendor	<ul style="list-style-type: none"> <li>• <b>Validation</b> – Validate PROBLEM ANALYSIS FORM or request further information.</li> <li>• <b>Schedule Fix</b> - Schedule Fault resolution based on Priority Code.</li> <li>• <b>QA</b> - Test and implement resolution.</li> </ul>

Licensee shall use its best endeavors to resolve all Faults through the application of the Vendor Support Services and the skills that the Licensee has been taught during the support training provided to it by Vendor. Licensee shall ensure that appropriately trained personnel are engaged at all times in providing the Vendor Support Services described above. Licensee has the right to require escalation of the incident for Priority A or B incidents.

**PRIORITY CODES**

<b>Priority Code:</b>	<b>Description:</b>
<b>A</b>	Licensee's business is stopped due to a Fault that is preventing Licensee's operational use of the Software (or significant functionality within the Software).
<b>B</b>	Licensee's business is significantly impaired or restricted due to a Fault that, while not preventing, is severely degrading Licensee's operational use of the Software.
<b>C</b>	Licensee's business is impaired or restricted due to a Fault that either occurs rarely or for which a viable workaround is available.
<b>D</b>	Fault causing little or no impact upon the Licensee's business.

**MAINTENANCE SERVICE**

Subject to agreement on the Priority Code of the Fault, Vendor will use all reasonable endeavors to respond to and fix (including by means of workaround, temporary fix or emergency bypass procedures) Faults (excluding those which have been resolved by the Licensee) within the target timescales set out in the table below:

<b>Priority Code</b>	<b>Target Response Time</b>	<b>Target Fix Time</b>
A	Within 1 Support Hour	Within 4 Support Hours
B	Within 4 Support Hours	Within 8 Support Hours
C	Within 72 hours	120 Support Hours
D	To be addressed in a future release of the Software only	To be addressed in future release of the Software

**SECTION 3 - CONTRACTOR'S STANDARD MAINTENANCE and PROFESSIONAL SERVICES AGREEMENT**

**JustWare Support Agreement - Confidential**

This Support Agreement is between New Dawn Technologies, Inc. ("New Dawn") and Pima County IT, Public Defender, Legal Defender & OCAC ("Customer") with regards to the software support and upgrades of JustWare Support and Upgrades ("the Software").

**New Dawn Responsibilities**

During the Term of this Agreement, New Dawn shall render the following services in support of the Software, during Hours of Operation, subject to the compensation fixed for each type of service in New Dawn's current Fee Schedule:

Provide response to support requests made by a JustWare Application Administrator through any of the standard methods of contact within four (4) hours during the Hours of Operation (7am – 6pm MST for standard support).

Use all reasonable diligence in correcting verifiable and reproducible errors when reported to New Dawn. New Dawn shall, after verifying that such an error is present, initiate work in a diligent manner toward development of a solution. Following completion of the solution, New Dawn shall provide the solution through a temporary fix, and New Dawn shall include the solution in all subsequent versions of the Software. New Dawn shall not be responsible for correcting errors in any version of the Software other than the most recent version. New Dawn shall not be responsible for correcting errors as a result of hardware failure including, but not limited to, failure caused by wiring, networks, modems, phone lines, power, or connectors. New Dawn shall not be responsible for any errors caused by hardware limitations due to insufficient memory, disk storage or processing power, problems caused by hardware failure, any loss of data or problem deemed as a result of an operator, any problems caused by incorrectly installed, configured, or maintained operating system, or versions of the operating system not supported by New Dawn. New Dawn shall not be responsible for problems with, or caused by any hardware or third party software not supported by New Dawn. New Dawn shall not be responsible for problems with, or caused by software, processes, or interfaces not provided by New Dawn that interact with the Software or Software database.

New Dawn shall not be responsible for configuring, maintaining, and upgrading the operating system including, but not limited to, backups and restores, fixes, and patches.

Provide recommendations on the configuration and use of the Software and related hardware or software to meet the Customer's operational needs.

New Dawn shall provide the following JustWare XML (JWXML) assistance to Customer: field relabeling, field additions to snap-ins, field removal from snap-ins, hyperlink additions to the navigation panel, and snap-in reordering. These changes will be limited to changes that can be made within the supported JustWare schema. New Dawn will provide assistance to a customer making their own supported changes to JWXML only after the customer has successfully completed JustWare XML (JWXML) Enhancement Training.

New Dawn shall be responsible for maintaining and administrating a certification process for JustWare Application Administrators.

Respond to Customer's requests for additional functionality enhancements to the Software, provided that such enhancements shall be mutually agreed to by New Dawn and the Customer.

Provide regular versions of the Software including new functionality and enhancements, patches and fixes at no cost to the Customer. These versions may contain new functionality and fixes not specifically requested by the Customer. New Dawn will provide supplemental software and hardware requirements, recommendations and documentation per version of the Software.

New Dawn shall treat all information, data or files provided by Customer as confidential, maintaining secure access to such material only for New Dawn support personnel for purposes of investigating or solving a support request.

New Dawn will provide support only on the current version of the Software and two (2) prior full version releases.

New Dawn will provide upgrades of new version releases and may halt a version upgrade installation if Customer hardware and software systems do not meet the most current system requirements and recommendations.

Standard methods of contact include:

Telephone: 877.587.8927

Email: support@newdawn.tech

Web and support forums: <https://customer.newdawn.tech/>

Written: ATTN: Support 843 South 100 West, Logan, UT 84321

Fax: 603.308.8138

Hours of Operation are from 7:00 a.m. to 6:00 p.m. Mountain Standard Time except weekends and national holidays.

**Customer Responsibilities**

Retain one or more certified JustWare Application Administrator(s) on staff responsible for the regular maintenance and configuration of the Software. New Dawn must be provided the name and contact information for any JustWare Application Administrator. These individuals must receive JustWare Application Administrator Training and certification testing within 90 days of notice to qualify for support. If turnover occurs for Customer's designated JustWare Application Administrator(s), Customer must arrange with New Dawn for certification and re-training. Support requests by anyone not identified and qualified as a certified JustWare Application Administrator are subject to higher support fee increases.

**SECTION 3 - CONTRACTOR'S STANDARD MAINTENANCE and PROFESSIONAL SERVICES AGREEMENT**

Provide and maintain a dedicated connection, approved by New Dawn, to the Software's database and/or application server. This connection is to be available and accessible by New Dawn support personnel during the Hours of Operation for the purposes of providing software support and upgrades. This connection must provide full screen access to the server with full administrative rights to publish information and make changes to the JustWare database and one or more network file locations.

Provide New Dawn support personnel with accurate configuration information, screen shots, or other files and documentation as required for a support request.

Maintain all Customer data including but not limited to the backup of data stored in the JustWare database, custom documents and reports, and configuration files.

Maintain all related hardware and software systems required for the operation of the Software including but not limited to hardware, operating systems, security, network and storage based on the most current system requirements and recommendations.

Keep current with the latest versions of the Software to receive accurate support.

All communications by Customer to New Dawn must be in the English language.

**Disclaimer of Warranty and Limitation of Liability**

New Dawn disclaims all other warranties, either expressed or implied and representations with respect to the Software, except as stated in the Terms and Conditions.

In no event shall New Dawn be liable for any indirect, consequential, special, exemplary, or incidental damages of whatever and however caused, even if New Dawn has been advised of the possibility of such damages. The cumulative liability of New Dawn to the Customer for all claims arising in connection with this agreement shall not exceed the total fees and charges paid to New Dawn by the Customer within the last 12 months.

**Term and Termination of Service**

Many support services will occur immediately upon the signing of this Agreement and version releases and upgrades occur on a regular basis regardless of installation of software; therefore this Agreement will commence immediately upon the signing of this Agreement and continue in effect during the initial term for a period of one (1) year, unless otherwise specified, or if JustWare Support is paid in advance. This Agreement will automatically renew for successive, one (1) year terms unless terminated by either New Dawn or Customer in accordance with this section, subject to Customer's payment of the applicable JustWare Support fee.

This Agreement shall immediately terminate upon the violation of the JustWare License Agreement.

This Agreement may be terminated by either party upon 30 days' prior written notice if the other party has materially breached the provisions of this Agreement and has not cured such breach within such notice period.

**Fees**

Customer shall pay New Dawn the JustWare Support fee as defined in the Payment Terms.

New Dawn shall invoice Customer at the beginning of each JustWare Support term as defined above for the JustWare Support fee unless otherwise stated in the Payment Terms.

Customer shall pay invoiced amounts immediately upon receipt of such invoices.

Any amount not paid within 30 days after the invoice date shall bear interest at one and a half percent (1.5%) per month or the highest rate allowed by applicable law.

Customers with outstanding JustWare Support invoices that exceed 90 days will be required to pay an hourly rate for support and will be required to purchase any upgrades or enhancements to the Software and this Agreement is suspended until the JustWare Support fee and interest fees are paid.

Hourly rates for services and cost of software are determined by New Dawn.

Support fee increases will not exceed 5% per year for Customers with certified JustWare Application Administrator(s).

Support fee increases will not exceed 10% per year for Customers without certified JustWare Application Administrator(s).

Support fee increases will not exceed 30% per year for Customer without JustWare Application Administrator(s) or who does not comply with Section 2a of this agreement.

Annual support fees will increase upon the purchase of additional named user licenses, software and services. This increase and any additional purchases will be identified in additional Terms and Conditions and Payment Terms and signed by New Dawn and Customer.

**SERVICE LEVELS**

The target timescales specified above shall commence upon either the validation by Vendor of a PROBLEM ANALYSIS FORM or receipt by Vendor of all further information requested to validate a PROBLEM ANALYSIS FORM (whichever is the later) and shall

**SECTION 3 - CONTRACTOR'S STANDARD MAINTENANCE and PROFESSIONAL SERVICES AGREEMENT**

continue during the Support Hours. The timescales stipulated by these service levels will not include the time needed by the Licensee to test and implement the resolution in the Licensee's production instance.

**REMOTE INCIDENT ANALYSIS**

In the case of a serious non-reproducible Fault, the Licensee will allow, with prior written agreement, on-line remote diagnosis. This method allows Vendor, via secure methods (such as password control at the user site), to electronically gain access to the equipment being used to run the Software. It is the responsibility of the Licensee to ensure that the correct hardware, communications and remote control applications are in place and that such remote diagnostic service is feasible and complies with any data protection requirements or legislation.

**ON-SITE VENDOR SUPPORT SERVICES**

The Licensee may request (subject to availability of personnel) on-site Vendor Support Services for Priority Code A Faults, which cannot be resolved in the normal manner or for implementation support for significant PROBLEM ANALYSIS FORMs. These services shall be provided by Vendor at no charge except for reasonable travel expenses (as defined in the agreement) of Vendor employees who travel to Licensee site to remediate the incident.

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**SECTION 3 – CONTRACTOR'S STANDARD MAINTENANCE and PROFESSIONAL SERVICES AGREEMENT****Professional Services – Statement of Work (Confidential)**

This Statement of Work (SOW) defines the principal activities and responsibilities of all parties for the implementation of the quoted products and services to support Pima County IT, Public Defender, Legal Defender & OCAC (“Customer”) operations.

New Dawn reserves the right, as part of the requirements stated herein, to provide products and services of equal or better quality, of comparable value and certified for operation with New Dawn systems that are available at the time of installation or delivery. These substitutions will be at no additional cost to the Customer, unless the scope of the project is modified by change order. Deviations and changes to this SOW are subject to mutual agreement between New Dawn and the Customer and will be processed as described in the to-be-agreed-upon Change Control Management Plan.

Unless otherwise indicated from the context in which it is used, the word “system” will be used herein to refer to the compilation of the foregoing subsystems, interfaces and ancillary systems. The work required by this SOW is divided into the following tasks and deliverables:

**SOFTWARE****1. JustWare Defender****1.1 Units**

260 named user license(s) of the software as defined in the JustWare License Agreement.

**1.2 Requirements and Recommendations**

<b>Minimum Hardware requirements for JustWare database server*</b>				
Processor	Intel Xeon or AMD Opteron, dual core or better			
Memory	4 GB or more			
1-20 Users	The database server and web server may be combined on a single server, in which case they will share system resources and server memory should be increased.†			
20+ Users	The database server and web server must be on separate hardware.			
* Several factors are involved affecting performance of JustWare. Among them are network bandwidth, server speed (including processor, hard drive and system speeds), memory, and number and function of concurrent users. These specifications are the minimum.				
*Microsoft SQL clustering: If SQL clustering is set up for the operation of JustWare, a separate web server is required for the web service outside of the SQL cluster.				
† For optimum performance and scalability, it is recommended that the database tier and the web server tier are on separate physical machines.				
<b>Hardware recommendations for JustWare database server*†</b>				
Clients	Processor	Memory†	Hard-disk	Network**
1-20	Intel Xeon or AMD Opteron, dual core or better	4 GB or more	7200 RPM Serial-ATA, RAID 1 or better	100MB
21-50	Dual Intel Xeon or dual AMD Opteron, dual core or better	8 GB or more	10,000 RPM SCSI or Serial-ATA, RAID 1 or better	1GB
51-100	Dual Intel Xeon or dual AMD Opteron, quad core or better	16 GB or more	Separate 15,000 RPM SCSI or SAS for Log and Data files, RAID 1 or better	1GB
101-500	Quad Intel Xeon or quad AMD Opteron, quad core or better	32 GB or more	Separate 15,000 RPM SCSI or SAS for Log	1GB

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			and Data files, RAID 10 or better. SSD RAID 1 can also be used.	
501+	Contact a JustWare sales representative for hardware recommendations.			
<p>* Hard disk space requirements are based on the number of cases in the system. Total hard disk space is approximately 65KB per case (not including document storage). Document disk space may be off-loaded to another server location.</p> <p>† All recommendations are assuming JustWare, and ONLY JustWare, is running on the server. Any other applications on the server and/or network must be taken into consideration.</p> <p>‡ The amount of available memory should be greater than the database size.</p> <p>**<i>DEDICATED</i> bi-directional network bandwidth between the database server and the web server if they are installed on separate physical machines. This requirement can be ignored in the case that both the database and web tier run together on a single server.</p>				

<b>Hardware requirements for JustWare web server*</b>	
Processor	Intel Xeon or AMD Opteron, dual core or better
Memory	4 GB or more
1-20 Users	The database server and web server may be combined on a single server, in which case they will share system resources and server memory should be increased.†
20+ Users	The database server and web server must be on separate hardware.
* Several factors are involved affecting performance of JustWare. Among them are network bandwidth, server speed (including processor, hard drive and system speeds), memory, and number and function of concurrent users. These specifications are the minimum.	

<b>Hardware recommendations for JustWare web server*†</b>				
Clients	Processor	Memory	Hard-disk	Network‡
1-50	Intel Xeon or AMD Opteron, dual core or better	4 GB or more	7200 RPM Serial-ATA	100MB
51-100	Dual Intel Xeon or dual AMD Opteron, dual core or better	8 GB or more	10,000 RPM SCSI or SAS disks	1GB
101-500	Dual Intel Xeon or dual AMD Opteron, quad core or better**	16 GB or more	15,000 RPM SCSI or SAS disks	1GB
501+	Contact a JustWare sales representative for hardware recommendations.			
<p>* In order to properly assess your hard disc requirements for your JustWare implementation you must carefully evaluate your paperless document needs. Begin by calculating your storage space requirement for documents generated inside of JustWare. This is done by multiplying the average number of JustWare documents generated per case by 0.5 MB (the average size of a JustWare document). Next, calculate your space requirement for external documents by multiplying your average number of external documents attached to a case by their average size. Once you have done this, use the following formula: Total Storage Space Per Year = (JustWare Documents Space Requirement + External Documents Space Requirement)*Cases Per Year.</p> <p>† All recommendations are assuming JustWare, and ONLY JustWare, are running on the server. Any other applications on the server and/or network must be taken into consideration.</p>				

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*DEDICATED* bi-directional network bandwidth between the web server and the database server if they are installed on separate physical machines. This requirement can be ignored in the case that both the database and web tier run together on a single server.

New Dawn recommends the use of HTTPS (HTTP using SSL) for Public web access of JustWare. Security certificates may be required and the purchase and setup are the responsibility of the Customer.

To ensure prioritized bandwidth in wide area network use, QoS (Quality of Service) is strongly recommended.

\*\*It is recommended that a load balanced cluster is utilized for your web service.

**Hardware requirements for JustWare document server**

Processor	2.5 GHz
Memory	2 GB
Hard-disk	NTFS file system-formatted partition with a minimum of 3 GB of free space for indexing services. If additional space for file storage is needed, you will need to calculate*
Network (client to server)	1 GB

\* In order to properly assess your hard disk requirements for your JustWare implementation you must carefully evaluate your paperless document needs. Begin by calculating your storage space requirement for documents generated inside of JustWare. This is done by multiplying the average number of JustWare documents generated per case by 0.5 MB (the average size of a JustWare document). Next, calculate your space requirement for external documents by multiplying your average number of external documents attached to a case by their average size. Once you have done this, use the following formula: Total Storage Space Per Year = (JustWare Documents Space Requirement + External Documents Space Requirement)\*Cases Per Year.

**Hardware recommendations for JustWare document server\***

Processor	Dual processors that are each 3 GHz or faster
Memory	4 GB
Hard-disk*	NTFS file system-formatted partition with a minimum of 3 GB of free space, plus adequate free space for your SharePoint sites
Network (client to server)	1 GB

\* In order to properly assess your hard disc requirements for your JustWare implementation you must carefully evaluate your paperless document needs. Begin by calculating your storage space requirement for documents generated inside of JustWare. This is done by multiplying the average number of JustWare documents generated per case by 0.5 MB (the average size of a JustWare document). Next, calculate your space requirement for external documents by multiplying your average number of external documents attached to a case by their average size. Once you have done this, use the following formula: Total Storage Space Per Year = (JustWare Documents Space Requirement + External Documents Space Requirement)\*Cases Per Year.

**Hardware requirements for JustWare client\***

Processor	Intel Celeron or AMD 2.0 GHz or higher
Memory	1 GB recommended 2 GB recommended for Microsoft Vista
Hard-disk	100 MB

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Bandwidth	JustWare will run with low bandwidth between the client and web server, but performance may be adversely affected depending on the types of data being tracked (for example, .wav or .mp3 files would require greater bandwidth to store and transfer than text documents would). For more information about optimal bandwidth requirements for your specific JustWare implementation, please contact your sales representative or New Dawn's support team.
* Requirements are to optimally run JustWare as well as JDA (JustWare Document Automation) and the authoring tool to author JDA templates.	

**Software requirements for JustWare database server**

Windows Server	Windows Server 2008 64 bit	
	Windows Server 2003 64 bit	Service Pack 2
Microsoft SQL Server*	SQL Server 2008 64 bit	
SQL Server Reporting Services	SQL Reporting Services 2008 (Installs with SQL 2008 but must be configured independently)	
JustWare Database	5.0.x	
.NET Framework	3.0	
Internet Information Server	6.0 or later	

\*SQL Database Server and Full Text Search must be installed.

† By default, nested triggers will be enabled on SQL Server 2008. However, JustWare will only run properly when nested triggers are disabled. JustWare cannot reside on a SQL instance with other SQL databases that require nested triggers to be enabled.

**Software requirements for JustWare web server**

Windows Server	Windows Server 2008 (32 or 64 bit)	
	Windows Server 2003 (32 or 64 bit)	Service Pack 2 or later
.NET Framework	3.5 or later	
Internet Information Server	6.0 or later	
Web Service Enhancements	3.0 or later	

**Software requirements for JustWare client\***

Windows	Windows XP	any edition—service pack 2 or later
	Windows Vista	any edition
Word Processor	Any Rich Text compatible word processor	
.NET Framework	3.5 or later	
Internet Explorer	6.0 or later	

\* Requirements are to optimally run JustWare as well as JDA (JustWare Document Automation) and the authoring tool to author JDA templates.

**SECTION 3 - CONTRACTOR'S STANDARD MAINTENANCE and PROFESSIONAL SERVICES AGREEMENT****Software requirements for JustWare database server**

<u>Windows Server</u>	Windows Server 2008 64 bit	
	Windows Server 2003 64 bit	Service Pack 2
<u>Microsoft SQL Server*</u>	SQL Server 2008 64 bit	
SQL Server Reporting Services	SQL Reporting Services 2008 (Installs with SQL 2008 but must be configured independently)	
JustWare Database	5.0.x	
.NET Framework	3.0	
Internet Information Server	6.0 or later	

\*SQL Database Server and Full Text Search must be installed.

† By default, nested triggers will be enabled on SQL Server 2008. However, JustWare will only run properly when nested triggers are disabled. JustWare cannot reside on a SQL instance with other SQL databases that require nested triggers to be enabled.

**Bar coding requirements for JustWare**

JustWare provides native bar coding functionality that is provided as part of the base application without additional New Dawn software costs to the Customer. Customer is merely required to purchase bar coding hardware, perform installation of bar coding hardware, and it is recommended to maintain a Support and Maintenance contract with the hardware manufacturer.

Recommendations and requirements are included below. Feel free to contact your New Dawn Account Executive to discuss further or to receive assistance on hardware requirements.

- Bar coding devices must be USB compatible.
- Bar coding devices must be a keyboard wedge barcode scanner
- Bar coding devices must be extended Code 39 programmable
- Bar coding devices must be able to read start and end characters as:
  - Start: reads \$A as an Insert key
  - End: reads \$Z as a F12 key

**Electronic signature requirements for JustWare**

JustWare provides native electronic signature functionality that is provided as part of the base application without additional New Dawn software costs to the Customer. Each JustWare user who is required to digitally sign documents requires a copy of Word 2007.

**Monitor Recommendations for JustWare**

A screen size of 19" or greater for each JustWare user is strongly recommended.

**1.3 New Dawn Responsibilities**

Provide Client Installation files for JustWare.

Provide Server Installation files for JustWare.

Provide documentation for JustWare End-Users and System Administrators.

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**1.4 Customer Responsibilities**

Agree to the JustWare License Agreement.

Meet minimum hardware and software requirements for all machines running the JustWare client software.

Provide at least one machine meeting minimum hardware and software requirements for the JustWare database server.

Maintain proper functionality of all hardware and software systems required for the operation of JustWare as stated herein.

**1.5 Completion Criteria**

This task is considered complete upon delivery of the software to the Customer.

**2. Document Author Software (JDA)**

**2.1 Units**

4 user(s) of Document Author Software (JDA).

**2.2 Description**

Document Author or JDA (JustWare Document Automation) software is a software tool that integrates with the rich text format functionality of word processors to allow for the automatic creation of documents from within JustWare.

**2.3 New Dawn Responsibilities**

Assist with the online installation of JDA software.

Provide documentation and reference material for JDA software.

**2.4 Customer Responsibilities**

Install JDA software on each Customer identified document author computer.

For each document author a valid license of Microsoft Word 2007 is required. Word 2007 is only required for document authors, not for all JustWare users.

Ensure that document templates are being backed up offsite or in a secure location.

Ensure that document author computers meet the minimum requirements for document authoring identified in the JustWare Requirements and Recommendations.

**2.5 Completion Criteria**

This task is considered complete when New Dawn has provided the JDA software to the Customer.

**SOFTWARE CUSTOMIZATION SERVICES**

Not applicable at this time.

**DATA CONVERSION SERVICES**

Services will be performed on as Needed Basis.

**TRAINING SERVICES**

**1. JustWare Onsite Administrator Training**

**1.1 Units**

Not to exceed 40 hour(s) of instructional training to be provided by New Dawn trainers. Training is conducted in blocks of up to 8 hours per day as arranged by Customer and assigned Project Manager.

**1.2 Description**

The objective of this task is to instruct Customer personnel on configuration requirements for functional operation of JustWare. New Dawn will conduct a training course for designated Customer personnel to acquire the knowledge necessary for entering data in the

JustWare code tables (personnel records, agency details, system codes, workflow, document templates, application access controls etc.) and to configure JustWare parameters.

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**1.3 New Dawn Responsibilities**

- a. Instruct designated Customer personnel, including JustWare administrator(s) and IT staff, on completing the configuration of JustWare.
- b. Instruct training participants on the use of JustWare from the end-user perspective.
- c. Instruct training participants on the configuration options of JustWare.
- d. Provide focused training to key personnel representing the functional units identified with the Customer's agency.
- e. Upon notification by the Customer that all configurations have been completed, the assigned New Dawn trainer or Project Manager will spot-check select parameters and databases for accuracy and completeness.

**1.4 Customer Responsibilities**

- a. Customer acknowledges that any scheduling changes from a scheduled onsite training trip that is canceled by Customer may result in Travel fees and Customer acknowledges that they will pay these fees.
- b. JustWare Installation must be completed.
- c. Customer must complete the Training Focus worksheet prior to scheduling of Training.
- d. Identify key personnel representing the various functional units who will be using JustWare.
- e. Assign appropriate personnel, to include JustWare administrator and key personnel from each functional unit, to attend JustWare Administrator training course.
- f. Provide a facility with one computer for each attendee and one additional computer for the New Dawn trainer. These computers must have network connectivity to the JustWare Server, meet the minimum requirements for JustWare and have the JustWare software installed prior to beginning of Training. This facility must be removed from the day-to-day operations of the Customer and remain available for the duration of Training.

**1.5 Completion Criteria**

This task is considered complete when New Dawn has provided the described training to Customer personnel.

**2. JustWare XML (JWXML) Enhancement Training - Onsite**

**2.1 Units**

Not to exceed 16 hour(s) of onsite instructional training to be provided by New Dawn trainers. Training is conducted after the Go-Live of the agency online, in blocks of time of 8 hours per day as arranged by Customer and assigned Project Manager.

**2.2 Description**

The objective of this task is to instruct Customer JustWare XML (JWXML) personnel on how to modify and enhance JustWare screens, data entry and view sessions, navigation panels and My JustWare dashboards.

**2.3 New Dawn Responsibilities**

- a. Instruct designated Customer personnel on the proper use and deployment of Customer modified and created JWXML screens in order to not affect system performance and upgrades.
- b. Instruct designated Customer personnel on the modification and enhancement of JustWare screens, data entry and view sessions, navigation panels and My JustWare dashboards.
- c. Instruct designated Customer personnel on the deployment of Customer created JWXML.
- d. Instruct designated Customer personnel on the verification that Customer created JWXML runs properly.
- e. The assigned New Dawn trainer or Project Manager will track the number of hours used and remaining.

**2.4 Customer Responsibilities**

- a. Customer acknowledges that any scheduling changes from a scheduled onsite training trip that is canceled by Customer may result in Travel fees and Customer acknowledges that they will pay these fees.
- b. It is the Customers responsibility to ensure that they properly make copies of system required and provided JWXML screens and work from these copies in order to not affect system performance and upgrades.
- c. Provide a facility with one computer for each attendee. These computers must have network connectivity to the JustWare Server, have the appropriate SQL Server permissions to access the JustWare database, appropriate web server permissions, meet the minimum requirements for JustWare and have the JustWare Maintenance program installed prior to beginning of Training. This facility must be removed from the day-to-day operations of the Customer and remain available for the duration of Training.

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**2.5 Completion Criteria**

This task is considered complete when New Dawn has provided the described training to Customer personnel.

This deliverable will expire one (1) year from the **Contract Signing Date** unless scheduled as part of the **Project Plan**. Any changes to the **Project Plan**, as it affects this deliverable, are subject to cancellation after one (1) year. Payment milestones that have not been invoiced will be refunded if this deliverable expires.

**3. JustWare Report Author Training - Onsite**

**3.1 Units**

Not to exceed 16 hour(s) of instructional training to be provided by New Dawn trainers. Training is conducted after the Go-Live of the agency onsite, in blocks of time of 8 hours per day as arranged by Customer and assigned Project Manager.

**3.2 Description**

The objective of this task is to instruct Customer report and ad-hoc query author personnel on the report writing functionality of JustWare (Microsoft SQL Server Report Builder).

**3.3 New Dawn Responsibilities**

- a. Instruct designated Customer personnel on the use of JustWare report writing software.
- b. Instruct designated Customer personnel on the deployment of Customer created reports.
- c. New Dawn only instruct Customer on the use of Microsoft SQL Server Report Builder, the end user ad-hoc query tool in SQL Server 2005 Reporting Services, not the advanced features of Business Intelligence Development Studio.
- d. Provide general assistance and not instruction to Customers who have received third party training on Microsoft Business Intelligence Development Studio.

**3.4 Customer Responsibilities**

- a. Customer acknowledges that any scheduling changes from a scheduled onsite training trip that is canceled by Customer may result in Travel fees and Customer acknowledges that they will pay these fees.
- b. Assign appropriate personnel to attend onsite training course.
- c. Provide a facility with one computer for each attendee. These computers must have network connectivity to the JustWare Server, have the appropriate permissions to access the SQL Server database and meet the minimum requirements for JustWare and have the JustWare Maintenance program installed prior to beginning of Training. This facility must be removed from the day-to-day operations of the Customer and remain available for the duration of Training.
- d. Customer agrees that if advanced reporting writing functionality is required they will contract with New Dawn for Business Intelligence Services and/or receive third party training and instruction on Microsoft Business Intelligence Development Studio.

**3.5 Completion Criteria**

This task is considered complete when New Dawn has provided the described training to Customer personnel.

This deliverable will expire one (1) year from the **Contract Signing Date** unless scheduled as part of the **Project Plan**. Any changes to the **Project Plan**, as it affects this deliverable, are subject to cancellation after one (1) year. Payment milestones that have not been invoiced will be refunded if this deliverable expires.

**4. Document Author Training - Onsite**

**4.1 Units**

Not to exceed 16 hour(s) of instructional training to be provided by New Dawn trainers. Training is conducted after the Go-Live of the agency onsite, in blocks of time of 8 hours per day as arranged by Customer and assigned Project Manager.

**4.2 Description**

The objective of this task is to instruct Customer document author personnel on the document author functionality of JustWare. New Dawn will conduct a training course for designated Customer personnel to acquire the knowledge necessary for document templates to be written for end users to access and generate JustWare created documents.

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**4.3 New Dawn Responsibilities**

- a. Instruct designated Customer personnel on the use, setup, and maintenance of the JustWare Document Automation (JDA) software.
- b. Instruct designate Customer personnel on the deployment and backup of Customer created document templates.
- c. Provide a database diagram of the JustWare system to assist in developing document queries.
- d. Provide a set of standardized JustWare views for commonly referenced data elements.
- e. Provide a standard tool with commonly referenced data elements to assist in building the document templates.

**4.4 Customer Responsibilities**

- a. Customer acknowledges that any scheduling changes from a scheduled onsite training trip that is canceled by Customer may result in Travel fees and Customer acknowledges that they will pay these fees.
- b. Assign appropriate personnel to attend onsite training course.
- c. Provide a facility with one computer for each attendee. These computers must have network connectivity to the JustWare Server and meet the minimum requirements for JustWare and have the JDA software installed prior to beginning of Training. This facility must be removed from the day-to-day operations of the Customer and remain available for the duration of Training.

**4.5 Completion Criteria**

This task is considered complete when New Dawn has provided the described training to Customer personnel.

This deliverable will expire one (1) year from the **Contract Signing Date** unless scheduled as part of the **Project Plan**. Any changes to the **Project Plan**, as it affects this deliverable, are subject to cancellation after one (1) year.

**5. JustWare Onsite Administrator Training—User Application: 20 Powers Users**

**5.1 Units**

Not to exceed 40 hour(s) of instructional training to be provided by New Dawn trainers. Training is conducted in blocks of up to 8 hours per day as arranged by Customer and assigned Project Manager.

**5.2 Description**

The objective of this task is to instruct Customer personnel on configuration requirements for functional operation of JustWare. New Dawn will conduct a training course for designated Customer personnel to acquire the knowledge necessary for entering data in the JustWare code tables (personnel records, agency details, system codes, workflow, document templates, application access controls etc.) and to configure JustWare parameters.

**5.3 New Dawn Responsibilities**

- a. Instruct designated Customer personnel, including JustWare administrator(s) and IT staff, on completing the configuration of JustWare.
- b. Instruct training participants on the use of JustWare from the end-user perspective.
- c. Instruct training participants on the configuration options of JustWare.
- d. Provide focused training to key personnel representing the functional units identified with the Customer's agency.
- e. Upon notification by the Customer that all configurations have been completed, the assigned New Dawn trainer or Project Manager will spot-check select parameters and databases for accuracy and completeness.

**5.4 Customer Responsibilities**

- a. Customer acknowledges that any scheduling changes from a scheduled onsite training trip that is canceled by Customer may result in Travel fees and Customer acknowledges that they will pay these fees.
- b. JustWare Installation must be completed.
- c. Customer must complete the Training Focus worksheet prior to scheduling of Training.
- d. Identify key personnel representing the various functional units who will be using JustWare.
- e. Assign appropriate personnel, to include JustWare administrator and key personnel from each functional unit, to attend JustWare Administrator training course.
- f. Provide a facility with one computer for each attendee and one additional computer for the New Dawn trainer. These computers must have network connectivity to the JustWare Server, meet the minimum requirements for JustWare and have the JustWare software installed prior to beginning of Training. This facility must be removed from the day-to-day operations of the Customer and remain available for the duration of Training.

**5.5 Completion Criteria**

This task is considered complete when New Dawn has provided the described training to Customer personnel.

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**6. JustWare Onsite End User Training & Go Live Assist—Training - Legal Defender, 40 people**

**6.1 Units**

24 hour(s) of instructional training and onsite assistance to be provided by New Dawn trainers. Training and onsite assistance is conducted in blocks of up to 8 hours per day as arranged by Customer and assigned Project Manager.

**6.2 Description**

The objective of this task is to instruct Customer personnel on the functional operation of JustWare and provide focused onsite assistance during the go live of JustWare. Training sessions will be separated by functional group and the length of each session will depend on the responsibilities of each functional group as prearranged by Customer and Assigned Project Manager. Go live will occur after Administrative Training, JustWare End User Training and following the completion of any custom development including documents created by New Dawn's Business Intelligence staff as part of the **Project Plan**.

**6.3 New Dawn Responsibilities**

- a. Provide focused end user training for each functional group (up to 20 individuals per group), including practical exercises.
- b. Provide onsite training, general support and assistance to JustWare end users, administrators, and managers.
- c. Identify trainees who may need additional assistance and follow-up.

**6.4 Customer Responsibilities**

- a. Make arrangements and assignments for all required personnel to attend JustWare training with their appropriate functional group.
- b. Work with assigned Project Manager to determine go live dates for JustWare implementation.
- c. Customer acknowledges that any scheduling changes from a scheduled onsite training trip that is canceled by Customer may result in additional Travel fees and Customer acknowledges that they will pay these fees.
- d. Provide a facility with one computer for each attendee up to 20 attendees, and one additional computer for the New Dawn trainer. These computers must have network connectivity to the JustWare Server, meet the minimum requirements for JustWare and have the JustWare software installed prior to beginning of Training. This facility must be removed from the day-to-day operations of the Customer and remain available for the duration of Training.
- e. Provide office workflow and JustWare responsibility documentation for all end users.
- f. Provide data entry policies and procedures for each functional group.
- g. Follow up with any training attendees who may need extra help and assistance in order to grasp needed concepts.

**6.5 Completion Criteria**

This task is considered complete when New Dawn has provided the described training and onsite assistance to Customer personnel.

**7. JustWare Onsite End User Training & Go Live Assist—Go Live Assistance - (OCAC, 7 people)**

**7.1 Units**

8 hour(s) of instructional training and onsite assistance to be provided by New Dawn trainers. Training and onsite assistance is conducted in blocks of up to 8 hours per day as arranged by Customer and assigned Project Manager.

**7.2 Description**

The objective of this task is to instruct Customer personnel on the functional operation of JustWare and provide focused onsite assistance during the go live of JustWare. Training sessions will be separated by functional group and the length of each session will depend on the responsibilities of each functional group as prearranged by Customer and Assigned Project Manager. Go live will occur after Administrative Training, JustWare End User Training and following the completion of any custom development including documents created by New Dawn's Business Intelligence staff as part of the **Project Plan**.

**7.3 New Dawn Responsibilities**

- a. Provide focused end user training for each functional group (up to 20 individuals per group), including practical exercises.
- b. Provide onsite training, general support and assistance to JustWare end users, administrators, and managers.
- c. Identify trainees who may need additional assistance and follow-up.

**7.4 Customer Responsibilities**

- a. Make arrangements and assignments for all required personnel to attend JustWare training with their appropriate functional group.
- b. Work with assigned Project Manager to determine go live dates for JustWare implementation.
- c. Customer acknowledges that any scheduling changes from a scheduled onsite training trip that is canceled by Customer may result in additional Travel fees and Customer acknowledges that they will pay these fees.

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- d. Provide a facility with one computer for each attendee up to 20 attendees, and one additional computer for the New Dawn trainer. These computers must have network connectivity to the JustWare Server, meet the minimum requirements for JustWare and have the JustWare software installed prior to beginning of Training. This facility must be removed from the day-to-day operations of the Customer and remain available for the duration of Training.
- e. Provide office workflow and JustWare responsibility documentation for all end users.
- f. Provide data entry policies and procedures for each functional group.
- g. Follow up with any training attendees who may need extra help and assistance in order to grasp needed concepts.

**7.5 Completion Criteria**

This task is considered complete when New Dawn has provided the described training and onsite assistance to Customer personnel.

**8. JustWare Onsite End User Training & Go Live Assist—Go Live Assistance - Legal Defender, 40 people**

**8.1 Units**

16 hour(s) of instructional training and onsite assistance to be provided by New Dawn trainers. Training and onsite assistance is conducted in blocks of up to 8 hours per day as arranged by Customer and assigned Project Manager.

**8.2 Description**

The objective of this task is to instruct Customer personnel on the functional operation of JustWare and provide focused onsite assistance during the go live of JustWare. Training sessions will be separated by functional group and the length of each session will depend on the responsibilities of each functional group as prearranged by Customer and Assigned Project Manager. Go live will occur after Administrative Training, JustWare End User Training and following the completion of any custom development including documents created by New Dawn's Business Intelligence staff as part of the **Project Plan**.

**8.3 New Dawn Responsibilities**

- a. Provide focused end user training for each functional group (up to 20 individuals per group), including practical exercises.
- b. Provide onsite training, general support and assistance to JustWare end users, administrators, and managers.
- c. Identify trainees who may need additional assistance and follow-up.

**8.4 Customer Responsibilities**

- a. Make arrangements and assignments for all required personnel to attend JustWare training with their appropriate functional group.
- b. Work with assigned Project Manager to determine go live dates for JustWare implementation.
- c. Customer acknowledges that any scheduling changes from a scheduled onsite training trip that is canceled by Customer may result in additional Travel fees and Customer acknowledges that they will pay these fees.
- d. Provide a facility with one computer for each attendee up to 20 attendees, and one additional computer for the New Dawn trainer. These computers must have network connectivity to the JustWare Server, meet the minimum requirements for JustWare and have the JustWare software installed prior to beginning of Training. This facility must be removed from the day-to-day operations of the Customer and remain available for the duration of Training.
- e. Provide office workflow and JustWare responsibility documentation for all end users.
- f. Provide data entry policies and procedures for each functional group.
- g. Follow up with any training attendees who may need extra help and assistance in order to grasp needed concepts.

**8.5 Completion Criteria**

This task is considered complete when New Dawn has provided the described training and onsite assistance to Customer personnel.

**9. JustWare Onsite End User Training & Go Live Assist—Training - (OCAC, 7 people)**

**9.1 Units**

8 hour(s) of instructional training and onsite assistance to be provided by New Dawn trainers. Training and onsite assistance is conducted in blocks of up to 8 hours per day as arranged by Customer and assigned Project Manager.

**9.2 Description**

The objective of this task is to instruct Customer personnel on the functional operation of JustWare and provide focused onsite assistance during the go live of JustWare. Training sessions will be separated by functional group and the length of each session will depend on the responsibilities of each functional group as prearranged by Customer and Assigned Project Manager. Go live will occur after Administrative Training, JustWare End User Training and following the completion of any custom development including documents created by New Dawn's Business Intelligence staff as part of the **Project Plan**.

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**9.3 New Dawn Responsibilities**

- a. Provide focused end user training for each functional group (up to 20 individuals per group), including practical exercises.
- b. Provide onsite training, general support and assistance to JustWare end users, administrators, and managers.
- c. Identify trainees who may need additional assistance and follow-up.

**9.4 Customer Responsibilities**

- a. Make arrangements and assignments for all required personnel to attend JustWare training with their appropriate functional group.
- b. Work with assigned Project Manager to determine go live dates for JustWare implementation.
- c. Customer acknowledges that any scheduling changes from a scheduled onsite training trip that is canceled by Customer may result in additional Travel fees and Customer acknowledges that they will pay these fees.
- d. Provide a facility with one computer for each attendee up to 20 attendees, and one additional computer for the New Dawn trainer. These computers must have network connectivity to the JustWare Server, meet the minimum requirements for JustWare and have the JustWare software installed prior to beginning of Training. This facility must be removed from the day-to-day operations of the Customer and remain available for the duration of Training.
- e. Provide office workflow and JustWare responsibility documentation for all end users.
- f. Provide data entry policies and procedures for each functional group.
- g. Follow up with any training attendees who may need extra help and assistance in order to grasp needed concepts.

**9.5 Completion Criteria**

This task is considered complete when New Dawn has provided the described training and onsite assistance to Customer personnel.

**OTHER IMPLEMENTATION SERVICES**

**1. JustWare Online Installation**

**1.1 Description**

The objective of this task is to install JustWare on the database server and if required by Customer, install Microsoft SQL Server.

**1.2 New Dawn Responsibilities**

- a. Prior to installing, establish a remote access method from Customer. This remote connection will also provide regular access to the JustWare server.
- b. Unless otherwise specified, New Dawn will install JustWare via designated online remote access method.
- c. Instruct key Customer personnel on how JustWare Server Installation software operates for client deployment, backup installation, and blank database creation purposes.
- d. Instruct key Customer personnel on the location of the database files that need to be regularly backed up.
- e. If requested, install Microsoft SQL Server.

**1.3 Customer Responsibilities**

- a. Customer must ensure that database server is setup, operating system is installed, client workstations are networked and New Dawn personnel have administrative privileges to install SQL Server (if needed) and JustWare.
- b. Customer must ensure that New Dawn personnel have administrative privileges to the database server, JustWare template and document directories and at least one directory used for upgrades.
- c. Provide a remote access method for New Dawn personnel to access database server.
- d. Customer must ensure that SQL Server database files are regularly being backed up.

**1.4 Completion Criteria**

This task is considered complete when New Dawn has completed the installation of JustWare and the license key has been entered.

This deliverable will expire one (1) year from the **Contract Signing Date** unless scheduled as part of the **Project Plan**. Any changes to the **Project Plan**, as it affects this deliverable, are subject to cancellation after one (1) year.

**2. JustWare Onsite Start Meeting & Req. Gathering**

**2.1 Units**

24 hour(s) of onsite attendance and assistance to be provided by New Dawn Project Manager for the Start Meeting of the project and for preliminary requirements gathering. Onsite attendance and assistance is conducted in blocks of up to 8 hours per day.

During this meeting, New Dawn's Project manager will review the scope of the project, review all contracted deliverables, discuss

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initial project plan, review workflow, review existing case management functions and if data conversion services are purchased conduct data field mapping between your current case management system and JustWare.

For this meeting to be productive Customer project team should be attendance, your team should include, but not be limited to; Elected/appointed official(s), Customer project manager, prospective JustWare Administrators, Workflow subject matter expert, Documents and Reports subject matter expert, IT subject matter expert, and Current Case Management subject matter expert.

**2.2 Description**

The objective of this task is to provide onsite attendance for the Start Meeting of the project and initial requirements gathering to begin the project.

**2.3 New Dawn Responsibilities**

- a. Coordinate the onsite trip with Customer and New Dawn resources.
- b. Provide required documentation in preparation for onsite attendance.

**2.4 Customer Responsibilities**

- a. Make arrangements and assignments for all required personnel to attend onsite Start Meeting; including elected/appointed official(s).
- b. Customer acknowledges that an onsite start meeting requested to occur sooner than fourteen days after the signing of this agreement may result in additional airline scheduling fees. These fees will be paid by the Customer.
- c. Customer acknowledges that any scheduling changes from a scheduled onsite training trip that is canceled by Customer may result in additional Travel fees and Customer acknowledges that they will pay these fees.

**2.5 Completion Criteria**

This task is considered complete when New Dawn has provided the described services to Customer personnel.

**3. JustWare Onsite Configuration**

**3.1 Units**

Not to exceed 80 hour(s) of onsite JustWare configuration services to be provided by New Dawn resources.

**3.2 Description**

Each configuration trip is designed to allow the Customer to take full advantage of the advanced automation features of JustWare by providing onsite New Dawn resources that provide focused and dedicated services to Customer requirements. Each trip will be focused on configuring one or more of the following items (Screens, Security Profiles, Data Partitioning, Code Partitioning, Business Rules, Enhanced Business Rules, Auto-Number Generation, Default Agency Involvement, Default Case Involvements, Default Event Involvements, and Reminders). During these configuration trips, New Dawn's Project Team members or Documentation Service team members, will document the configuration of each item.

**3.3 New Dawn Responsibilities**

- a. Provide focused configuration for one or more of the following; Screens, Security Profiles, Data Partitioning, Code Partitioning, Business Rules, Enhanced Business Rules, Auto-Number Generation, Default Agency Involvement, Default Case Involvements, Default Event Involvements, and Reminders with the selected JustWare Administrators.
- b. Provide onsite training, general support and assistance to JustWare Administrators for each configuration item created during configuration trip.
- c. Provide detailed documentation.

**3.4 Customer Responsibilities**

- a. Customer acknowledges that any scheduling changes from a scheduled onsite training trip that is canceled by Customer may result in Travel fees and Customer acknowledges that they will pay these fees.
- b. JustWare Installation must be completed.
- c. Provide office workflow and office business needs that will be addressed with JustWare configuration trip.
- d. Make arrangements and assignments for all required personnel to attend JustWare configuration trip.
- e. Work with assigned Project Manager to determine what configuration items will be addressed in each configuration meeting.
- f. Provide a facility with one computer for each attendee and one additional computer for the New Dawn trainer. These computers must have network connectivity to the JustWare Server, meet the minimum requirements for JustWare and have the JustWare software installed prior to beginning of Training. This facility must be removed from the day-to-day operations of the Customer and remain available for the duration of Training.

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**3.5 Completion Criteria**

This task is considered complete when New Dawn has provided the described services to Customer personnel.

**4. Project Management**

**4.1 Description**

New Dawn shall provide a Project Manager to oversee the services provided under this Statement of Work. The New Dawn Project Manager shall work closely with the Pima County IT, Public Defender, Legal Defender & Office of Court Appointed Counsel Project Manager to coordinate project activities and resources, to provide project status reporting, and to ensure quality of New Dawn deliverables. Project management services shall include:

**Project Planning and Organization**

Project Planning and Organization tasks include the establishment of the New Dawn project team and the provision of a Project Kickoff Meeting. During the Project Kickoff Meeting, New Dawn shall meet with Pima County IT, Public Defender, Legal Defender & OCAC project team members and stakeholders to provide a project overview, to discuss project expectations, and to review intended outcomes. This activity also identifies and communicates specific project tasks to be undertaken by New Dawn and the Pima County IT, Public Defender, Legal Defender & OCAC. Timeframes shall be established for the development of project management deliverables under this Statement of Work, including Project Plan, Communication Plan, Responsibility Matrix, and Risk Management Plan.

**Project Plan**

The New Dawn Project Manager shall manage New Dawn activities through a New Dawn Project Plan. The New Dawn Project Plan shall describe tasks, estimated duration, task dependencies and estimated completion dates for work accomplished within the statement of work set forth in this Statement of Work. The New Dawn Project Plan shall describe the elements and define associated deliverables and resources.

The New Dawn Project Manager shall coordinate with the Pima County IT, Public Defender, Legal Defender & OCAC Project Manager by regularly providing an up-to-date New Dawn Project Plan to maintain and manage the master project schedule including the development of schedules, determination and assignment of tasks, and schedule adjustments and may be made available for online viewing.

The initial New Dawn Project Plan shall be developed in conjunction with the Pima County IT, Public Defender, Legal Defender & OCAC Project Manager upon project commencement and shall be submitted for acceptance. The activities that are scheduled to begin between submission of the initial New Dawn Project Plan and acceptance thereof shall not be delayed before acceptance of the initial New Dawn Project Plan.

**Communication Plan**

The New Dawn Project Manager may develop a Communication Plan defining the various forms of communication utilized throughout the project. The Communication Plan will provide a comprehensive list of communication tools used to manage the project. For each form of communication, this plan will define the method of communication, the frequency of communication, and each team member's role in communication. The Communication Plan will be maintained and revised throughout the course of the project, as necessary.

**Responsibility Matrix**

The New Dawn Project Manager may develop a Responsibility Matrix as part of the Project Plan defining the various project activities and deliverables. For each project activity and deliverable, this document shall define each New Dawn project team member's responsibility and each Pima County IT, Public Defender, Legal Defender & OCAC project team member's responsibility. The Responsibility Matrix shall be maintained and revised throughout the course of the project, as necessary.

**Risk Management Plan**

The New Dawn Project Manager may establish a Risk Management Plan, which shall be used to evaluate and monitor those items that have the potential of impacting project cost or schedule. Once an item is identified as a potential risk, it shall be assessed for criticality. If deemed critical, mitigation plans shall be developed and reviewed with the Pima County IT, Public Defender, Legal Defender & OCAC Project Manager.

**Change Control Management Plan**

The Change Control Management plan may be established by the New Dawn Project Manager, as defined in the Change Control Management Agreement, to provide the means to control and validate changes that may impact any aspect of the New Dawn Project Plan.

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**Status Reports**

The New Dawn Project Manager may submit status reports to the Pima County IT, Public Defender, Legal Defender & OCAC Project Manager on a not less than monthly basis, using a standard status report format. The status report format shall be reviewed with the Pima County IT, Public Defender, Legal Defender & OCAC Project Manager and may be modified to respond to specific, reasonably defined reporting requirements. The status reports shall provide information regarding activities completed during the reporting period, activities in progress, activities planned during the next reporting period, and outstanding issues and action items.

**Additional Communication**

The New Dawn Project Manager shall work with the Pima County IT, Public Defender, Legal Defender & OCAC Project Manager on issues relating to project status, justifications for variances in schedule, recommendations for changes, and technical information. Should any implementation issues occur which cannot be resolved by the New Dawn Project Manager and the Pima County IT, Public Defender, Legal Defender & OCAC Project Manager, the issue resolution procedure defined hereafter shall be followed to facilitate timely resolution of such issues.

**Deliverable Management (Review and Approval)**

New Dawn may use a milestone deliverable approach to this project. Each milestone deliverable shall be subject to Customer acceptance, based upon acceptance criteria to be mutually agreed to by New Dawn and the Pima County IT, Public Defender, Legal Defender & OCAC. The Pima County IT, Public Defender, Legal Defender & OCAC Project Manager shall be responsible for facilitating the Customer review of applicable deliverables and providing documented approval of applicable deliverables to New Dawn. The New Dawn Project Manager shall be responsible for ensuring required Pima County IT, Public Defender, Legal Defender & OCAC approval of applicable deliverables.

The Pima County IT, Public Defender, Legal Defender & OCAC agrees that the review process is vital and important to the successful and timely completion of project deliverables. Therefore, the Pima County IT, Public Defender, Legal Defender & OCAC agrees to take the time necessary to review each New Dawn deliverable thoroughly, in its entirety, prior to returning to New Dawn. By doing so, the Pima County IT, Public Defender, Legal Defender & OCAC is avoiding unnecessary delays in approval and will be assisting New Dawn with achieving timely project delivery.

New Dawn shall be responsible for the submission of applicable deliverables to the Customer for review and approval. The Pima County IT, Public Defender, Legal Defender & OCAC shall provide formal written acceptance or rejection of each deliverable within ten(10) business days following the receipt of the deliverable by the Pima County IT, Public Defender, Legal Defender & OCAC, unless otherwise mutually agreed to by the New Dawn Project Manager and the Pima County IT, Public Defender, Legal Defender & OCAC Project Manager or listed otherwise in this Statement of Work.

After reviewing the deliverable, the Pima County IT, Public Defender, Legal Defender & OCAC may reject a deliverable only if it fails to materially comply with the respective approval criteria agreed to by the parties. The Pima County IT, Public Defender, Legal Defender & OCAC will provide all comments in writing (via email, letter, or fax) on the deliverables in accordance with the time frames and requirements described below, providing reasonable detail sufficient to identify any deviation from the agreed upon acceptance criteria. New Dawn shall use all reasonable effort to correct any deficiencies or non-conformities and resubmit the rejected items as promptly as possible, following the same process as set forth below. Should the parties be unable to agree upon whether a deliverable materially satisfies the agreed acceptance criteria, both parties agree to utilize the issue resolution procedures defined hereafter.

If the Pima County IT, Public Defender, Legal Defender & OCAC rejects a deliverable in accordance with the above, then New Dawn shall re-deliver a corrected deliverable, and the Pima County IT, Public Defender, Legal Defender & OCAC shall have ten (10) business days to accept or reject such deliverable in accordance with the above. Failure to respond within any applicable ten (10) business day period will result in initiation of the issue resolution procedures defined hereafter.

**Issue Resolution**

The parties will attempt in good faith to resolve any issue, controversy or claim arising out of or relating to this Statement of Work promptly by negotiations between representatives and senior executives or officials of the parties who have authority to settle the controversy as follows:

1. If an issue, controversy or claim should arise, the Pima County IT, Public Defender, Legal Defender & OCAC Project Manager and the New Dawn Project Manager shall meet at least once and shall attempt to resolve the matter. Either project manager may request the other to meet in person within seven (7) days, at a mutually agreed date, time, and place.
2. If the matter has not been resolved within five (5) days of their first meeting, the New Dawn Project Manager and the Pima County IT, Public Defender, Legal Defender & OCAC Project Manager shall refer the matter to parties independent from the

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project, including the Customer's Department of Finance/Purchasing and a New Dawn senior executive. Thereafter, the project managers shall promptly prepare and exchange memoranda stating (a) the issues in dispute and respective positions, summarizing supporting evidence and arguments, the negotiations which have taken place, and attaching relevant documents, and (b) the name and title of the independent parties who will represent that party. The independent parties shall meet in person for negotiations at a mutually agreed date, time, and place within seven (7) days of the end of the initial five (5) day period and, thereafter, as often as reasonably deemed necessary to exchange relevant information and to attempt to resolve the issue.

3. At the mutual agreement of the independent parties, if the matter has not been resolved within fourteen (14) days of the initial meeting of the independent parties or in such time frame as is mutually agreed to by the parties, or if either party has not meet within fourteen (14) days of the end of the five (5) day period referred to in the preceding paragraph, the parties will attempt in good faith to resolve the issue, controversy, or claim by non-binding mediation.

All deadlines specified in the issue resolution process may be extended by mutual agreement of the New Dawn Project Manager and the Pima County IT, Public Defender, Legal Defender & OCAC Project Manager.

**4.2 New Dawn Responsibilities**

- a. Designate a Project Manager who will direct New Dawn's efforts and serve as the primary point of contact for the Customer.
- b. Coordinate and conduct the Project Kickoff Meeting.
- c. Develop and maintain the New Dawn Project Plan including the Responsibility Matrix to be delivered within thirty (30) days from the Project Kickoff Meeting.
- d. Develop and maintain the Communication Plan.
- e. Develop and maintain the Risk Management Plan.
- f. Develop and maintain the Change Control Management Plan.
- g. Coordinate and oversee the completion of all line items in this contract according to the SOW and Project Plan as described in Deliverable Management.
- h. Conduct status meetings via telephone, e-mail, and/or on-site, with the Customer's Project Manager and designated staff on a regular basis, or as may otherwise be reasonably required to discuss project status.
- i. Provide frequent Status Reports as agreed upon by both parties.
- j. Coordinate resolution to items deviating from the Project Plan, SOW or Contract as outlined in the Change Control Management Plan.
- k. Provide timely responses to issues related to project progress raised by the Customer's Project Manager.

**4.3 Customer Responsibilities**

- a. Designate a Project Manager who will direct the Customer efforts and serve as the primary contact for the New Dawn Project Manager.
- b. Coordinate appropriate Customer personnel to attend the Project Kickoff Meeting.
- c. Approve and implement the Communication Management Plan.
- d. Participate in the development of the Project Plan.
- e. Review the final Project Plan and identify in writing any specific changes necessary within ten (10) business days of receipt.
- f. Approve and implement the Change Management Plan.
- g. Coordinate Customer resources according to the SOW and Project Plan.
- h. Participate in scheduled status meetings with New Dawn's Project Manager.
- i. Work with the New Dawn Project Manager in submitting and approving Change Order requests on all items deviating from the Project Plan, SOW or Contract as outlined in the Change Control Management Plan.
- j. Act as liaison and coordinate with other governmental agencies and the Customer's vendors, contractors, and common carriers.
- k. Approve and release payments in a timely manner according to the payment milestones.

**4.4 Completion Criteria**

Project management is considered complete upon successful delivery or completion of all line items in this contract.

At this time the New Dawn Project Manager will conduct a Project Closure Meeting, verifying and validating that the project terms and conditions have been met and all parties recognize the end of the project.

New Dawn will:

- a. Provide customer an overview of each contract line item, dates it was delivered, invoiced and paid (if Applicable), and approved changes documented in the Change Management Plan.
- b. Discuss any remaining contract items and provide the customer with a schedule for completion.
- c. Provide a clear explanation of the New Dawn terms and conditions of ongoing support and begin hand off of support questions to the New Dawn Support department.

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Customer agrees to:

- a. Ensure that all contract items have been delivered, invoiced, and paid.
- b. Discuss and agree to any plan put forth by the project manager to ensure the completion of any outstanding contract items.
- c. Begin utilizing the New Dawn support department for questions and assistance according to the conditions of the Support Agreement(s).

**5. Business Intelligence Services**

**5.1 Units**

20 billable hour(s) of development completed by a New Dawn Technologies Business Intelligence Developer and coordinated by New Dawn assigned Project Manager.

**5.2 Description**

Business Intelligence Development (BID) is a service provided to Customers by a New Dawn Business Intelligence Developer for the development of the customer's documents, enhanced business rules, reports, database report models and/or custom JustWare screens. Documents, reports and report models may be created in any of the products supported by New Dawn and owned by the Customer, at the discretion of the Customer.

**5.3 New Dawn Responsibilities**

- a. Project Manager will provide assistance to Customer for completion of document, report, report model, and/or custom JustWare screens specifications.
- b. New Dawn will develop the documents, business rules, loading reports, reports, report models, and/or custom screen to the specifications provided.
- c. Provide training and overview of template location, training on proper backup of templates and reports and training on mapping of templates in JustWare Administrator Console program.
- d. Provide in-depth documentation of the development and use of documents, reports, report models, and custom screens.

**5.4 Customer Responsibilities**

- a. Assign staff that are familiar with document and report output in order to define specifications of reports and templates.
- b. Assign staff member or members who are familiar with office workflow in order to define specifications for custom JustWare screens.
- c. Work with Project Manager to create document, report, and/or custom screen specifications.
- d. Review documents, reports, enhanced business rules, report models, and/or custom screens when development is completed to ensure the work completed matches the specifications.
- e. Ensure regular backup occurs for templates and reports.

**5.5 Completion Criteria**

This task is considered complete when billable hour(s) of development purchased by Customer have been used. Customer may ask for a report of used and remaining hours at any time.

This deliverable will expire one (1) year from the **Contract Signing Date** unless scheduled as part of the **Project Plan** or modified as part of a Customer signed change order. Any changes to the **Project Plan**, as it affects this deliverable, are subject to cancellation after one (1) year.

**OPTIONAL SERVICES**

**1.0 PROJECT DOCUMENTATION SERVICES**

Estimated 33 hours. Refer to Milestone #5.

**2.0 BUSINESS INTELLIGENCE**

**2.1 Units**

304 billable hour(s) of development completed by a New Dawn Technologies Business Intelligence Developer and coordinated by New Dawn assigned Project Manager.

**2.2 Description**

Business Intelligence Development (BID) is a service provided to Customers by a New Dawn Business Intelligence Developer for the development of the customer's documents, enhanced business rules, reports, database report models and/or custom JustWare screens.

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Documents, reports and report models may be created in any of the products supported by New Dawn and owned by the Customer, at the discretion of the Customer.

#### **2.3 New Dawn Responsibilities**

- a. Project Manager will provide assistance to Customer for completion of document, report, report model, and/or custom JustWare screens specifications.
- b. New Dawn will develop the documents, business rules, loading reports, reports, report models, and/or custom screen to the specifications provided.
- c. Provide training and overview of template location, training on proper backup of templates and reports and training on mapping of templates in JustWare Administrator Console program.
- d. Provide in-depth documentation of the development and use of documents, reports, report models, and custom screens.

#### **2.4 Customer Responsibilities**

- a. Assign staff that are familiar with document and report output in order to define specifications of reports and templates.
- b. Assign staff member or members who are familiar with office workflow in order to define specifications for custom JustWare screens.
- c. Work with Project Manager to create document, report, and/or custom screen specifications.
- d. Review documents, reports, enhanced business rules, report models, and/or custom screens when development is completed to ensure the work completed matches the specifications.
- e. Ensure regular backup occurs for templates and reports.

#### **2.5 Completion Criteria**

This task is considered complete when billable hour(s) of development purchased by Customer have been used. Customer may ask for a report of used and remaining hours at any time.

This deliverable will expire one (1) year from the **Contract Signing Date** unless scheduled as part of the **Project Plan** or modified as part of a Customer signed change order. Any changes to the **Project Plan**, as it affects this deliverable, are subject to cancellation after one (1) year.

**3.0 JustWare Post 90 Days Go Live Onsite Assistance (This is an optional cost, and not part of the total price. If customer chooses to exercise this option this will be the SOW)**

#### **3.1 Units**

24 hour(s) of instructional training and onsite assistance to be provided by New Dawn trainer and/or implementation specialists. Training and onsite assistance is conducted in blocks of up to 8 hours per day as arranged by Customer and assigned Project Manager and will occur no sooner than 90 days following the go-live of JustWare.

#### **3.2 Description**

The objective of this task is to provide onsite assistance, training and enhancement of existing JustWare system use. Customer and assigned Project Manager will determine optimal training and assistance schedule for use of hour(s) thirty days prior to scheduled trip.

#### **3.3 New Dawn Responsibilities**

- a. Thirty days prior to scheduled and agreed upon trip work with Customer to determine training and assistance plan for onsite trip.
- b. Provide onsite training, general support and assistance to JustWare end users, administrators, and managers.
- c. Identify trainees who may need additional assistance and follow-up.

#### **3.4 Customer Responsibilities**

- a. Make arrangements and assignments for all required personnel to attend JustWare training with their appropriate functional group.
- b. Thirty days prior to scheduled and agreed upon trip work with New Dawn to determine training and assistance plan for onsite trip.
- c. Customer acknowledges that any scheduling changes from a scheduled onsite training trip that is canceled by Customer may result in additional Travel fees and Customer acknowledges that they will pay these fees.
- d. If focused end user and Administrator training will be provided, provide a facility with one computer for each attendee up to 20 attendees, and one additional computer for the New Dawn trainer. These computers must have network connectivity to the JustWare server, meet the minimum requirements for JustWare and have the JustWare software installed prior to beginning of Training. This facility must be removed from the day-to-day operations of the Customer and remain available for the duration of Training.
- e. Follow up with any training attendees who may need extra help and assistance in order to grasp needed concepts.

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**3.5 Completion Criteria**

This task is considered complete when New Dawn has provided the described services to Customer personnel.

**ANNUAL & RECURRING SERVICES**

**1. JustWare Support and Upgrades**

**1.1 Units**

Each unit represents one named user license of JustWare as defined in the JustWare License Agreement. The JustWare support fee is based on the number of JustWare named user licenses owned by the Customer.

**1.2 Description**

JustWare Support provides a mechanism for the Customer to request help configuring the JustWare Software, receive general JustWare Software assistance, receive interim and full upgrades and systems related to its use on an ongoing basis.

**1.3 New Dawn and Customer Responsibilities**

Both New Dawn and the Customer must agree to the terms and responsibilities set forth in the JustWare Support Agreement.

**2. Annual Escrow Fee**

**2.1 Units**

1 fee annually to be utilized for placing New Dawn provided software within third party escrow.

**2.2 New Dawn Responsibilities**

- a. Upon each release of product provide updated versions to third party escrow location.
- b. New Dawn will enter into an escrow agreement contained within this agreement.

**2.3 Customer Responsibilities**

- a. Customer is responsible enter into an escrow agreement contained within this agreement.

**2.4 Completion Criteria**

This item will be invoiced annually during the same billing period as the JustWare Support and Upgrade fee.

**TRAVEL**

**1. Per Diem paid by Customer**

**1.1 Units**

Customer will be invoiced for meals, hotel, rental car, shuttle, and/or taxi fees. Direct invoices and corresponding documentation will be provided for the estimated 63 number of days.

**1.2 Description**

Customer agrees that they will pay for the following items based on the following guidelines:

- a. Upon Customers recommendation the most economical restaurants will be utilized.
- b. Upon Customers recommendation the most economical business class hotel will be utilized. Customer will receive invoice from New Dawn's Accounts Receivable department with purchase documentation and copy of the receipt(s) for billing and payment purposes.
- c. Customer is not responsible for additional hotel expenses other than room rate and tax associated during onsite services.
- d. Customer is not responsible for additional hotel expenses associated with additional personal travel fees at the beginning or end of onsite service visit.
- e. Customer will receive invoice from New Dawn's Accounts Receivable department with purchase documentation and copy of the receipt(s) for any rental car, shuttle, or taxi fees.
- f. Unless required, (i.e. additional equipment, additional Customer authorized New Dawn staff, or weather circumstances) New Dawn will reserve the most economical midsize rental vehicle.
- g. Customer is only responsible for rental car, shuttle, and/or taxi fees associated with the direct travel from and to Customer location.

**1.3 New Dawn Responsibilities**

- a. If New Dawn reschedules a trip, New Dawn will be responsible for any reschedule fees associated.

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**1.4 Customer Responsibilities**

- a. If Customer reschedules a trip, Customer will be responsible for any reschedule fees associated.
- b. Upon receipt of invoice for food, hotel, rental car, shuttle, and/or taxi fees Customer agrees to pay in a timely manner.

**1.5 Completion Criteria**

This line item is considered complete when New Dawn has completed the scheduled onsite Customer trip(s).

**2. Travel paid by Customer**

**2.1 Units**

Customer will be invoiced separately for each airline fee associated to the estimated 22 number of travel trips. The fix costs that are included are for sixteen hours of travel time at a travel rate.

**2.2 Description**

Travel constitutes airline travel expenses for the delivery of the onsite services provided for Customer. Customer agrees that they will pay travel based on the following guidelines:

- a. Whenever available, most economical direct flights to Customer location are purchased in order to expedite services trip and allow for New Dawn's service staff to spend the maximum amount of time with Customer.
- b. Customer will receive invoice from New Dawn's Accounts Receivable department with a copy of travel receipt for billing and payment purposes.
- c. Customer is only responsible for airline fees associated with the direct travel to and from customer location not change fees initiated by New Dawn.

**2.3 New Dawn Responsibilities**

- a. Project Manager will schedule and coordinate all travel arrangements for New Dawn personnel, at a minimum of fourteen (14) days in advance of onsite trip in order to allow for the most economical airfare.
- b. If New Dawn reschedules a trip, New Dawn will be responsible for any airline change fees associated.

**2.4 Customer Responsibilities**

- a. Provide New Dawn Project Manager fourteen (14) day notice of all travel requests for onsite trips.
- b. If Customer reschedules a trip, Customer will be responsible for any airline change fees associated.
- c. Upon receipt of invoice for air travel pay in a timely manner.

**2.5 Completion Criteria**

This task is considered complete when New Dawn has scheduled the remaining onsite Customer trip.

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**Pima County Standard Compensation and Payment terms and conditions:**

CONTRACTOR shall submit Request(s) for Payment/Invoices to the location and entity defined by the County's Order document. All Invoice documents shall reference the County's Purchase Order or Contract number under which the services or products were ordered. ALL Invoice line items shall utilize the item description and precise unit price defined by the County's Order or Contract document. Invoices that include line items or unit prices that do not match those documented by the County's order or contract may be returned to the CONTRACTOR unprocessed for correction.

Payment terms are net 30 from the date of valid invoice document and shall not commence until CONTRACTOR's Invoice is received and verified by County Financial Operations.

The blanket contract or purchase order issued to accept CONTRACTOR offer will define the not to exceed amount of the agreement. CONTRACTOR shall not accept orders, or provide services or products that cumulatively exceed that amount.

Unit Pricing may be negotiated and established as per all requirements of the agreement for items included in the scope of the agreement and for which unit pricing has not been previously defined provided that the item and unit price are offered in writing by the CONTRACTOR.

Contractor shall submit detailed invoice before payments will be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- Bill to name and contact information
- Contract number
- County Purchase Order Number
- Invoice number and date
- Payment Terms: Net 30
- Date of Service for delivery
- Quantity
- Contract Item No.
- Description of Service (product or service)
- Pricing per unit of purchase
- Total amount due

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**MILESTONES**

Payments will be tied to milestones.

Milestone	Event	Acceptance Criteria	Value
1	Contract signature and delivery of JustWare media License Key	Contract signed and JustWare License Key delivered to Licensee	25% of Software License Fees and Project Management Fees
2	Blueprint delivered and finalized and project plan delivered and finalized	Licensee Project Coordinator signs off on the final project plan.	25% of Software License Fees and Project Management Fees
3	Go-live	Go-live, with system performing in a reasonably satisfactory manner  NOTE: This payment will be made after go-live for the initial roll-out, not be held until go-live for subsequent roll-outs.	40% of Software License Fees Project Management Fees
4	System operational 60 days	60 days Post go-live, with system performing in a reasonably satisfactory manner. The system will be presumed to be performing in a reasonably satisfactory manner unless Licensee, within this 60-day period, informs New Dawn of performance problems.	10% of Software License Fees Project Management Fees
5	Completion of specific service items, such as training sessions and customizations - anything that is not a Software License Fee or the Project Management Fee.	Licensee has deemed the service item to be satisfactorily completed; New Dawn will submit an invoice detailing the services being charged, and tying the charges to the payment schedule below	Per payment schedule

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**SECTION 4 - FINAL COST PROPOSAL SOFTWARE LICENSE COSTS**

List all software modules proposed and break down line-item costs. Include version or model number where possible. Please add rows as needed. Please define your modules according to functional categories, such as:

- Case Management Software (by module)
- Report-writing software
- Statistical analysis software
- Technical Integration tools or other third party software

	Application/Module & Description	Units of Measure	Units	Cost Per Unit	Total Cost
1	JustWare   Defender (Case Management Software)	ea	260	\$1,095	\$284,700
2	Document Author Software - JDA (Document Writing Software)	ea	4	\$375	\$1,500
3	MS SQL Server Per Processor Embedded Runtime. (SQL Licensing-3 <sup>rd</sup> Party software) Optional - Not included in total cost.	ea	2	\$6,095 (Optional)	\$12,190 (Optional)
<b>Software License Subtotal</b>					<b>\$286,200</b>

**SOFTWARE CUSTOMIZATION COSTS**

Please identify any cost to customize your software to meet requirement not included in the base package. Identify each customization according to the software module you listed in previous section. Please state your customization assumption.

In the event that a customization is required, Pima County requires the following price guarantee to be stipulated in the Cost Schedule: For each software customization, total cost to Pima County shall not exceed the total amount identified in the Cost Schedule, regardless of the actual hours required by the Vendor. In the event that the Vendor uses less hours to complete the customization than listed in the Cost Schedule, Pima County shall only be charged based on the hours used.

Customization & Module	Programming Hours	Cost Per Hour	Total Cost	Assumption
N/A	N/A	N/A	N/A	N/A

There are currently no additional customization costs.

**DATA CONVERSION COSTS**

Pima County intends to perform its own data conversions, using New Dawn provided Table Descriptions and a Database Diagram for JustWare to support this effort. Should Pima County need assistance with the data conversion, this will be on an as-needed basis at the hourly rate specified below. Time and project will be closely monitored and reported by New Dawn's project manager.

DATA CONVERSION	Programming Hours	Cost Per Hour	Total Cost	Assumption
Data Conversion Support	As needed	\$150	As needed	Pima County will provide sufficient information to enable the data conversion support.
<b>Data Conversion Subtotal</b>			As needed	

**SECTION 4 - FINAL COST PROPOSAL SOFTWARE LICENSE COSTS**

**TRAINING COSTS**

Pima County recognizes the importance of effective training in the areas of application usage, management/operations, technical and data conversion. It is expected that the successful CONTRACTOR will provide access and updates to training materials and recommendations for additional training. In the cost matrix below, please use the course names and assumptions previously described in your response to Exhibit 6 - Initial User Training.

	Training - Initial Roll-Out	Hours	Cost Per Hour	Total Cost	Assumption
1	JustWare Onsite Administrator Training, 2 - 10 people	40	\$140	\$5,600	Need 40 hours to make sure Pima County gets what it needs. Includes 2-10 people. Should have some Power Users on this as well.
2	JustWare XML (JWXML) Enhancement Training - Onsite	16	\$140	\$2,240	This is how to modify the look, screen layout. It is 2 days training, and then we can do it ourselves.
3	JustWare Report Author Training - Onsite	16	\$140	\$2,240	SQL Reporting Services. How to build and embed reports in JustWare.
4	Document Author Training - Onsite	16	\$140	\$2,240	
5	JustWare Onsite Train the Trainer - User Application: 20 Powers Users	0	\$140	\$0	
6	JustWare Onsite End User Training - Legal Defender, 40 people	0	\$140	\$0	
7	JustWare Onsite End User Training - OCAC, 7 people	0	\$140	\$0	
8	JustWare Onsite Go Live Assistance - Legal Defender, 40 people	0	\$140	\$0	
9	JustWare Onsite Go Live Assistance - OCAC, 7 people	0	\$140	\$0	
<b>Training - Initial Roll-Out Subtotal</b>				<b>\$12,320</b>	

Training - Optional Second Roll-Out	Hours	Cost Per Hour	Total Cost	Assumption
JustWare Onsite End User Training - Public Defender, 140 people	80	\$140	\$11,200	
JustWare Onsite Go Live Assistance - Public Defender, 140 people	48	\$140	\$6,720	
<b>Training - Optional Second Roll-Out Subtotal</b>			<b>\$17,920</b>	

Training - Optional Third Roll-Out	Hours	Cost Per Hour	Total Cost	Assumption
JustWare Onsite End User Training - Juvenile, 25 people	80	\$140	\$11,200	
JustWare Onsite Go Live Assistance - Juvenile, 25 people	48	\$140	\$6,720	
<b>Training - Optional Third Roll-Out Subtotal</b>			<b>\$17,920</b>	

Training - Optional Post Go-Live	Hours	Cost Per Hour	Total Cost	Assumption
JustWare Onsite Go Live Assistance - Juvenile, 25 people	24	\$140	\$3,360	Come back three months after go-live for refresher go-live to make sure everything is ok.
<b>Training - Optional Third Roll-Out Subtotal</b>			<b>\$3,360</b>	

For each training session, total cost to Pima County shall not exceed the total amount identified in the Cost Schedule, regardless of the actual hours required by the Vendor. In the event that the Vendor uses less hours to complete the training session than listed in the Cost Schedule, Pima County shall only be charged based on the hours used.

**SECTION 4 - FINAL COST PROPOSAL SOFTWARE LICENSE COSTS**

**Other Implementation Costs**

Please identify costs to implement your software not already covered in the sections above. Revise the contents of the table to match your implementation roles, but be sure to include the details behind your calculations.

	Service	Hours	Cost Per Hour	Total Cost
1	JustWare Online Installation	8	\$90	\$720
2	JustWare Onsite Start Meeting & Req. Gathering	24	\$140	\$3,360
3	JustWare Onsite Configuration	80	\$140	\$11,200
4	Project Management	N/A	N/A	\$23,240
5	Business Intelligence Services (B.I.S)	143	\$100	\$14,300.00
5.0	B.I.S Reports & Rules	B.I.S - Notes for Business Rules and Reports to be built. New Dawn estimates indicate these can be built in the specified hours. Miscellaneous Unallocated Funds can be used to extend hours if needed, if agreed to by both the New Dawn Project Manager and the Pima County Project Manager.		
5.1	AutoAssignAgencybyAgencyAddBy	Auto assign agency based on the agency added by		
5.2	CustodyStatusFromNameAttributeToCaseAttribute	Whenever a name record's attribute code for the Name Attribute "Custody Status" changes, the corresponding Case Attribute code in all open cases where that person is the defendant should also be changed.		
5.3	DatesForTasks	Autopopulate dates for tasks when tasks are selected for Appeals and Juv due dates.		
5.4	DeathPenaltyAlert	When a user adds the Charge Attribute of Death Penalty, if no Case Attribute of Death Penalty exists, insert the Case Attribute of Death Penalty.		
5.5	Case Involved Parties Report	No comments for this activity		
5.6	Previous Representation Report	No comments for this activity		
5.7	Cost per Case Report	No comments for this activity		
5.8	Death Penalty Cost per Case Report	No comments for this activity		
5.9	Expenditure for Case Type Report	No comments for this activity		
5.10	Felony A and Felony B Caseloads Report	No comments for this activity		
5.11	Assigned Tasks Report	No comments for this activity		
5.12	Document Type Report	No comments for this activity		
5.13	Average Days to Disposition Report	No comments for this activity		
5.14	Summary of Case Judgments Report	No comments for this activity		
5.15	Results of Case Report	No comments for this activity		
5.16	Caseload with NonEnglish vs English Speaking Clients Report	No comments for this activity		
5.17	OCAC Contract Attorneys Report	8 reports are the same report but list different collection of people		
5.18	OCAC Contract Investigators Report	8 reports are the same report but list different collection of people		
5.19	OCAC Contract Mitigation Specialists Report	8 reports are the same report but list different collection of people		
5.20	OCAC Contract Paralegals Report	8 reports are the same report but list different collection of people		
5.21	OCAC Court Reporters Report	8 reports are the same report but list different collection of people		
5.22	OCAC Expert Witnesses Report	8 reports are the same report but list different collection of people		
5.23	OCAC Transcribers Report	8 reports are the same report but list different collection of people		
5.24	Pima County Attorney's Office Report	Lists PAN and State Bar No.		
5.25	PCCJC Report	8 reports are the same report but list different collection of people		
5.26	Pima County Juvenile Court Report	Juvenile Court and Superior Court are the same type of report		
5.27	Legal Defender's Office Report	LD and PD Office Reports: same report, different agency		
5.28	Office of Children's Counsel Report	Same as LD and PD Office Reports except no "team"		
5.29	Office of Court Appointed Counsel Office Report	OCAC and PD LD Admin Office Reports: same report, different agency		
5.30	PD LD Administration Office Report	OCAC and PD LD Admin Office Reports: same report, different agency		
5.31	Public Defender's Office Report	LD and PD Office Reports: same report, different agency		
<b>Other Implementation Subtotal</b>				<b>\$52,820.00</b>

**SECTION 4 - FINAL COST PROPOSAL SOFTWARE LICENSE COSTS**

	Optional Service	Hours	Cost Per Hour	Total Cost
1	Project Documentation Services	33	\$90	\$2,970 (not to exceed)
2	Business Intelligence Services Refer to attached Section 4a - B.I.S Reports & Rules	696	\$100	\$69,600 (not to exceed)
<b>Other Implementation - Optional Subtotal not to exceed</b>				<b>\$72,570</b>

**ANNUAL & RECURRING COSTS**

	LICENSE	MAINTENANCE YEAR 1	MAINTENANCE Year 2	MAINTENANCE Year 3	MAINTENANCE Year 4	MAINTENANCE Year 5
1	JustWare Defender Support & Upgrades	N/A	\$42,705	\$42,705	\$42,705	\$42,705
2	Source Code/Escrow fee	N/A	\$285	\$285	\$285	\$285
<b>TOTAL Year 1</b>		<b>\$42,990</b>			<b>TOTAL 4 YEARS</b>	<b>\$17,960</b>

**TRAVEL Estimate 22 Trips and 63 Days onsite Overall (will be billed as occurs) TOTAL AMOUNT SHALL NOT EXCEED \$40,200**  
**Approximate estimate of 9 trips and 37 days for Initial Rollout, and 5 trips and 23 days for Optional Subsequent Rollouts.**

As a general condition, Pima County requires the following contractual stipulation:  
 Travel and per diem must be in accordance with the Federal Travel Regulations published by the U.S. General Services Administration. Generally, only Reasonable Expenses are covered. Reasonable Expenses are defined as coach airfare at fares purchased in advance to reduce Licensee expenses (unless an emergency visit), compact rental car, hotels of the nature of a Marriott Courtyard, Fairfield Inn class and a per diem rate not to exceed \$50 per day.

**Total Cost of System: Software License acquisition, Installation, & training**

Software License	\$286,200
Software Customization	N/A
Data Conversion	N/A
Training	\$12,320
Other Implementation Business Intelligence Services	\$52,820
Annual & Recurring (First Year)	\$42,990
Miscellaneous Unallocated Funds	\$1,140
<b>TOTAL COST</b>	<b>\$395,470</b>

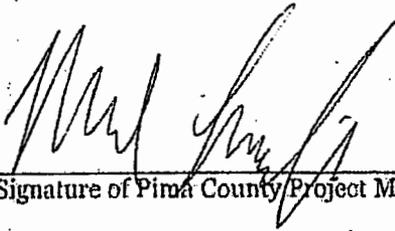
**Maintenance: Annual Recurring Costs**

JustWare Defender Support , Upgrades & Source Escrow Years 2,3,4 &5	\$171,960
<b>TOTAL COST</b>	<b>\$171,960</b>

**As Need Professional and Other Implementation Costs – Optional**

Training - Second Roll Out	\$17,920
Training - Third Roll Out	\$17,920
Training Post-Go-Live	\$3,360
Travel	\$40,200
Optional - Other Implementation Services	\$72,570
Miscellaneous Unallocated Funds	\$7,360
<b>OPTIONAL TOTAL COST</b>	<b>\$159,330</b>

Signatures



Signature of Pima County Project Manager

7/18/11

Date

Michael Loughridge

Printed Name of Pima County Project Manager



Signature of New Dawn Project Manager

7/15/11

Date

Rob Hopkins

Printed Name of New Dawn Project Manager