

SERIAL 11054 IGA JUSTWARE CASE MANAGEMENT SYSTEM (OPDS)

DATE OF LAST REVISION: June 20, 2016

CONTRACT END DATE: June 30, 2021

**CONTRACT PERIOD BEGINNING JUNE 22, 2011
ENDING JUNE 30, 2021 ~~2016~~**

TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **JUSTWARE CASE MANAGEMENT SYSTEM (OPDS)**

Attached to this letter is a listing of vendors available to Maricopa County Agencies utilizing the Pima County Procurement Contract **0901095**. The using agency and other interested parties may access and electronic version of this contract from the Office of Procurement Services Web site at:

<http://www.maricopa.gov/procurement/Contracts.aspx>

Please note: Price Agreement Purchase Orders (PG documents) may be generated using the information from this list. Use NIGP CODE 20967

All purchases of product(s) listed on the attached pages of this letter are to be obtained from the listed contractor(s).

AS/mm



CONTRACT PURSUANT TO RFP

SERIAL 11054-IGA

This Contract is entered into this 22nd day of June, 2011 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and ~~New Dawn~~ **Journal Technologies INC.**, a Utah corporation ("Contractor") for the purchase of JustWare case management system and services.

1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of five (5) years, beginning on the 1st day of July, 2011 and ending the 30th day of June, ~~2011~~ **2016**.
- 1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of five (5) years, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 FEE ADJUSTMENTS:

Any request for a fee adjustment must be submitted sixty (60) days prior to the current contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted fee, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

3.0 PAYMENTS:

- 3.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A."
- 3.2 Payment shall be made upon the County's receipt of a properly completed invoice.
- 3.3 INVOICES:

3.3.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract serial number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity

- Contract Item number(s)
- Description of service provided
- Pricing per unit of service
- Extended price
- Total Amount Due

3.3.2 Problems regarding billing or invoicing shall be directed to the County as listed on the Purchase Order.

3.3.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (www.maricopa.gov/finance/vendors).

3.3.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

4.0 TAX: (COMMODITIES):

Tax shall not be levied against labor. Sales/use tax will be determined by County.

5.0 AVAILABILITY OF FUNDS:

5.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

5.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

6.0 ACCEPTANCE:

For County's Initial purchase of each Equipment and Software product. Licensor shall provide an acceptance test period (the "Test Period") that commences upon Installation. Installation shall be defined as: a.) the Equipment, if any, is mounted; b.) the Software is installed on the data base server(s) and/or personal computer(s); and c.) Implementation Team Training, if any, is complete. During the Test Period, County shall determine whether the Equipment and Software meet the Licensor published electronic documentation, ("Specifications"). The Test Period shall be for 90 days. If County has not given Licensor a written deficiency statement specifying how the Equipment or Software fails to meet the Specification ("Deficiency Statement") within the Test Period, the Equipment and Software shall be deemed accepted. If County provides a Deficiency Statement within the Test Period, Licensor shall have 30 days to correct the deficiency, and the County shall have an additional 60 days to evaluate the Equipment and Software. If the Equipment or Software does not meet the Specifications at the end of the second 30 day period, either County or Licensor may terminate this Contract. Upon any such termination, County shall return all Equipment and Software to Licensor, and Licensor shall refund any monies paid by County to Licensor therefore. Neither party shall then have any further liability to the other for the products that were the subject of the Acceptance Test.

7.0 DUTIES:

- 7.1 The Contractor shall perform all duties stated in Exhibits “B-G”, or as otherwise agreed to in writing by the Procurement Officer and contractor.
- 7.2 During the Contract term, County may provide Contractor’s personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

8.0 TERMS and CONDITIONS:

8.1 INDEMNIFICATION:

- 8.1.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, , arising out of, or resulting from the negligent or willful acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract caused by the Contractor. Contractor’s duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent or willful acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.
- 8.1.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.
- 8.1.3 The scope of this indemnification does not extend to the sole negligence of County.

8.2 INSURANCE REQUIREMENTS:

- 8.2.1 Contractor, at Contactor’s own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of A-, VII or higher. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.
- 8.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.
- 8.2.3 Contractor’s insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 8.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County’s right to coverage afforded under the insurance policies.
- 8.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contactor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

- 8.2.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.
- 8.2.7 The insurance policies required by this Contract, except Workers' Compensation, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- 8.2.8 The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.
- 8.2.9 Commercial General Liability.
- Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.
- 8.2.10 Automobile Liability.
- Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.
- 8.2.11 Workers' Compensation.
- 8.2.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.
- 8.2.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.
- 8.2.12 Certificates of Insurance.
- 8.2.12.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS

REQUIREMENT AND UNDERSTANDS THAT FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS CONTRACT.

8.2.12.1.1 In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

8.2.12.1.2 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

8.2.13 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

8.3 WARRANTY OF SERVICES:

8.3.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

8.3.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

8.4 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Office of Procurement Services
Attn: Chief Procurement Officer
320 West Lincoln Street
Phoenix, Arizona 85003-2494

For Contractor:

~~New Dawn~~ **Journal Technologies INC.**
843 South 100 West
Logan, UT 84321

8.5 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid will be a requirements contract. However, the Contract does not guarantee any purchases will be made. It only indicates that if purchases are made for the materials contained in the Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.

County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Contractors agree to accept verbal notification of cancellation from the County Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

8.6 UNCONDITIONAL TERMINATION FOR CONVENIENCE: (New Section)

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

8.7 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse with 30 days written notice. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

8.8 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate the Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate the Contract. Prior to termination of the Contract, the County shall give the Contractor fifteen- (15) calendar day's written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

8.9 TERMINATION FOR DEFAULT:

The County may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

8.9.1 Deliver the supplies or to perform the services within the time specified in this contract or any extension;

8.9.2 Make progress, so as to endanger performance of this contract; or

8.9.3 Perform any of the other provisions of this contract.

8.9.4 The County's right to terminate this contract under these subparagraphs may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

~~TERMINATION FOR DEFAULT:~~

~~In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.~~

~~Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.~~

~~The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract.~~

~~The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.~~

8.10 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

8.11 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

8.12 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

8.13 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the District and the Contractor.

8.14 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

8.15 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

8.16 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records , accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future claim submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

~~RETENTION OF RECORDS:~~

~~The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.~~

~~If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.~~

8.17 AUDIT DISALLOWANCES:

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the County either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

~~AUDIT DISALLOWANCES:~~

~~If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.~~

8.18 ALTERNATIVE DISPUTE RESOLUTION:

8.18.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

8.18.1.1 Render a decision;

8.18.1.2 Notify the parties that the exhibits are available for retrieval; and

8.18.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

8.18.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

8.18.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

8.19 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

8.20 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder

~~RIGHTS IN DATA:~~

~~The County shall own have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.~~

8.21 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

8.22 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

8.22.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

8.22.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 8.19.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

~~8.23 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:~~

~~8.23.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.~~

~~8.23.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.~~

8.24 CONTRACTOR LICENSE REQUIREMENT:

8.24.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of

Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.

8.24.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

8.25 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

8.25.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

8.25.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

8.25.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

8.25.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

8.25.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

8.25.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.

8.25.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

8.26 PRICES:

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other customer for these or similar services.

8.27 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

8.28 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

8.29 INFLUENCE

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

8.29.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,

8.29.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

8.30 PUBLIC RECORDS:

All Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection after Contract award and execution, except for such Offers deemed to be confidential by the Office of Procurement Services. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential, the specific information and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

8.31 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

8.31.1 Exhibit A, Pricing;

8.31.2 Exhibit B, Scope of Work;

8.31.3 Exhibit C, Additional Terms and Conditions;

8.31.4 Exhibit D, Software License Agreement;

8.31.5 Exhibit E, Change Control Management;

8.31.6 Exhibit F, Office of Procurement Services Contractor Travel and Per Diem Policy; and

8.31.7 Exhibit G, Sample Project Plan

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

Thomas P. Higgins
AUTHORIZED SIGNATURE

Thomas P. Higgins CEO
PRINTED NAME AND TITLE

893 S 100 W, Logan, UT 84321
ADDRESS

6/22/11
DATE

MARICOPA COUNTY

Paul Kowach
CHAIRMAN, BOARD OF SUPERVISORS

JUN 27 2011
DATE

ATTESTED:

Frankie Carroll
CLERK OF THE BOARD 062211

6/29/11
DATE

APPROVED AS TO FORM:

David J. Bentz
LEGAL COUNSEL

June 24 2011
DATE

EXHIBIT A

PRICING

SERIAL: 11054-IGA
 NIGP CODE: 20967
 RESPONDENT NAME: New Dawn Journal Technologies INC.
 VENDOR NUMBER : 20110008750
 ADDRESS: 843 South 100 West
Logan, UT 84321
 P.O. ADDRESS: _____
 TELEPHONE NUMBER: (877) 589.8927-587.8927 ext. 4215
 FACSIMILY NUMBER: (435) 774.1309
 WEB SITE: www.newdawn.com
 REPRESENTATIVE: Bart Liechty
Robert Hopkins
Ben Stock
bliechty@newdawn.com
RHopkins@newdawn.com
 REPRESENTATIVE E-MAIL: BStocks@newdawn.com

YES NO REBATE

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: [X] []

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: [X] []

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: [] [X] % _____

(Payment shall be made within 48 hours of utilizing the Purchasing Card)
 Use of a payment card costs us 3.42% on all transactions, this charge will be the responsibility of the customer.
 PAYMENT TERMS: RESPONDENT IS REQUIRED TO PICK ONE OF THE FOLLOWING.

FAILURE TO CHOOSE PAYMENT TERMS WILL RESULT IN A DEFAULT TO NET 30 DAYS.

- | | | |
|---|---|---|
| <input type="checkbox"/> NET 10 DAYS | <input type="checkbox"/> NET 45 DAYS | <input type="checkbox"/> 1% 10 DAYS NET 30 DAYS |
| <input type="checkbox"/> NET 15 DAYS | <input type="checkbox"/> NET 60 DAYS | <input type="checkbox"/> 2% 30 DAYS NET 31 DAYS |
| <input type="checkbox"/> NET 20 DAYS | <input type="checkbox"/> NET 90 DAYS | <input type="checkbox"/> 1% 30 DAYS NET 31 DAYS |
| <input checked="" type="checkbox"/> NET 30 DAYS | <input type="checkbox"/> 2% 10 DAYS NET 30 DAYS | <input type="checkbox"/> 5% 30 DAYS NET 31 DAYS |

Software

(Eff. 07/01/16)

		List Price	Item Rebate	Discount	
750 775 834 900 named user licenses (with quote #16 1686)	JustWare Defender	\$3,250.00	(\$2,700.00)	(\$2,025,000.00) (\$2,203,200.00)	\$412,500.00 \$426,250.00 \$458,700.00 \$495,000.00
1 database license	JustWare API				\$55,000.00
				Total Software:	\$467,500.00 \$481,250.00 \$513,700.00 \$550,000.00

Services

		List Price	Item Rebate	Discount	Travel Per Diem		
8 hours	Document Author Training - Online	\$190.00	(\$30.00)	(\$240.00)			\$1,280.00
	Project Management		(\$40.00)	(\$15,600.00)			\$58,500.00
200 hours	JustWare Configuration	\$190.00	(\$30.00)	(\$6,000.00)	5	25	\$32,000.00
8 hours	JustWare XML (JWXML) Enhancement Training - Online	\$190.00	(\$30.00)	(\$240.00)			\$1,280.00
64 hours	Project Documentation Services	\$125.00	(\$25.00)	(\$1,600.00)			\$6,400.00
8 hours	JustWare Online Installation	\$125.00	(\$25.00)	(\$200.00)			\$800.00
64 hours	JustWare Onsite Implementation Team Training	\$190.00	(\$30.00)	(\$1,920.00)	2	8	\$10,240.00
24 hours	JustWare Onsite Start Meeting & Req. Gathering	\$190.00	(\$30.00)	(\$720.00)	1	3	\$3,840.00
24 hours	JustWare Post 90 Days Go Live Onsite Assistance	\$190.00	(\$35.00)	(\$840.00)	1	3	\$3,720.00
8 hours	JustWare Report Author Training - Online	\$190.00	(\$30.00)	(\$240.00)			\$1,280.00
200 hours	JustWare Onsite Training & Go Live (multi-trainer)	\$380.00	(\$80.00)	(\$16,000.00)	1	50	\$60,000.00
600 386 hours	Business Intelligence Services	\$125.00	(\$25.00)	(\$15,000.00) (\$9,655.25)			\$60,000.00 \$38,621.00
				Total Services:			\$239,340.00 \$217,961.00

Travel and Per Diem

89 days	Per Diem						\$28,925.00
19 trips	Travel						\$14,250.00
							Total Travel and Per Diem: \$43,175.00

Add-on and third party software

5 developer	Document Author Software						\$1,875.00
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licenses							
200 named users	Document Imaging						\$18,000.00
Total Add-on and third party software:							\$19,875.00

Total for Software, Services, Travel & Per Diem and Add-on and third party software: \$769,890.00
\$762,261.00

Support & Subscription Fees

	List Price	Item Rebate	Discount	
JustWare Support and Upgrades	\$747.00	(\$612.00)	(\$459,000.00)	\$101,250.00
JustWare API annual support & upgrades				\$12,500.00

First Support Payment Due 15 months after contract signing – Due October 1, 2012: \$113,750.00
Year Two Support & Subscription Fees - Due October 1, 2013: \$119,438.00
Year Three Support & Subscription Fees - Due October 1, 2014: \$125,410.00
\$129,131.00
Year Four Support & Subscription Fees - Due October 1, 2015: \$131,680.00
\$135,588.00

Total Implementation Cost Including First Support Payment: \$883,640.00
\$876,011.00
Total Five Year Cost: \$1,260,168.00

~~(Eff. 07/01/16)~~ (Eff. 06/17/17)

October 1, 2016 – September 30, 2017: \$152,047.00 \$162,343
October 1, 2017 – September 30, 2018: \$159,600.00 \$170,410
October 1, 2018 – September 30, 2019: \$167,600.00 \$178,950
October 1, 2019 – September 30, 2020: \$176,000.00 \$187,917
October 1, 2020 – September 30, 2021: \$184,800.00 \$197,312
Total Five Year Cost: \$840,047.00 \$896,932

***This pricing is based on 834 900 licenses. If any other licenses, or support items are purchased, the price will increase based on those purchases.**

Payment Milestones

	Total	Contract Signing	
Document Author Software	\$1,875.00	\$1,875.00	\$0.00
JustWare API	\$55,000.00	\$55,000.00	\$0.00
	Total	Contract Signing	Installation and Acceptance
JustWare Defender	\$412,500.00	\$103,125.00	\$309,375.00
Document Imaging	\$18,000.00	\$9,000.00	\$9,000.00
	Total	As Services Provided	90 Days after Contract Signing
Travel	\$14,250.00	\$14,250.00	\$0.00
Per Diem	\$28,925.00	\$28,925.00	\$0.00
JustWare Onsite Start Meeting & Req. Gathering	\$3,840.00	\$3,840.00	\$0.00
JustWare XML (JWXML) Enhancement Training - Online	\$1,280.00	\$1,280.00	\$0.00

SERIAL 11054-IGA

JustWare Online Installation	\$800.00	\$800.00	\$0.00
JustWare Onsite Administrator Training	\$10,240.00	\$10,240.00	\$0.00
JustWare Post 90 Days Go Live Onsite Assistance	\$3,720.00	\$3,720.00	\$0.00
JustWare Report Author Training - Online	\$1,280.00	\$1,280.00	\$0.00
Document Author Training - Online	\$1,280.00	\$1,280.00	\$0.00
	Total	Installation and Acceptance	Go-Live
Project Management	\$58,500.00	\$14,625.00	\$43,875.00
	Total	15 Months After Contract Signing	Annually Recurring
JustWare API annual support & upgrades	\$12,500.00	\$12,500.00	\$12,500.00
JustWare Support and Upgrades	\$101,250.00	\$101,250.00	\$101,250.00
	Total	Go-Live	90 Days after Contract Signing
JustWare Onsite Training & Go Live (multi-trainer)	\$60,000.00	\$60,000.00	\$0.00
	Total	Go-Live	Go-Live
Project Documentation Services	\$6,400.00	\$6,400.00	\$0.00
	Total	As services provided	90 Days after Contract Signing
JustWare Configuration	\$32,000.00	\$32,000.00	\$0.00
	Total	Upon Invoice	Go-Live
Business Intelligence Services	\$60,000.00 \$38,621.00	\$60,000.00 \$38,621.00	\$0.00

Software, Services and Implementation

Total due—Contract Signing: \$169,000.00
 Total due—Installation and Acceptance: ~~\$333,000.00~~
\$346,750.00
 Total due— As Services Provided: \$97,615.00
 Total due— Go-Live: \$110,275.00
 Total due— Upon Invoice: ~~\$60,000.00~~
\$38,621.00

Support & Subscription Fees

First Support Payment Due 15 months after contract signing – Due October 1, 2012: \$113,750.00
 Year Two Support & Subscription Fees Estimate - Due October 1, 2013: \$119,438.00
 Year Three Support & Subscription Fees Estimate - Due October 1, 2014: ~~\$125,410.00~~
\$129,131.00
 Year Four Support & Subscription Fees Estimate - Due October 1, 2015: ~~\$131,680.00~~
\$135,588.00

EXHIBIT B

Scope of Work

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 Maricopa County Public Defense Services (“County”) operations.

Contractor 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 Contractor systems that are available at the time of installation or delivery. These substitutions will be at no additional cost to the County, unless the scope of the project is modified by change order. Deviations and changes to this SOW are subject to mutual agreement between Contractor and the County as described in the Change Control Management Agreement.

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:

1. JustWare Defender

1.1 Units

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

1.2 Requirements and Recommendations

JustWare System Requirements and Recommendations

This outline summarizes the various requirements and recommendations related to the optimization of your JustWare system performance. JustWare 5.5 will not function properly unless your system conforms to the listed requirements. This section is organized by the various components necessary to your system setup.

Important: A Microsoft Active Directory domain is required.

Notes:

- Several factors affect the 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. The hardware requirements listed are the minimum.
- All hardware requirements assume that ONLY JustWare is running on the server. Any other applications on the server and/or network must be taken into consideration.
- For 1,000+ clients, contact Contractor Support to ensure proper configuration.

Domain Controller

Important: Do not install anything other than domain services on the domain controller (the server responding to security authentication requests). Only domain services should be installed on the domain controller.

JustWare Database Server

Required Hardware

Number of Clients	Processor Cores	RAM
1-20	2	4 GB or more
21-50	4	8 GB or more
51-100	8	16 GB or more
101-250	12	24 GB or more
251-500	16	32 GB or more
501-750	24	64 GB or more
751-1,000	32	128 GB or more

Recommendations

It is recommended that the server's memory be of such size that the database uses 75% and an additional 25% of RAM is available.

Required Software

If you are installing the Web service and database on different machines and you are setting up integrated security, you must set up Kerberos Delegation. It can be set up before or after Microsoft SQL Server is installed.

Requirements	Notes
Windows Server 2008 64 bit with current Service Pack	Alternatively, Windows Server 2008 R2 64 bit can be used.
Microsoft SQL Server 2008 64 bit (and any software it requires)	<p>SQL Database Server and Full Text Search must be installed.</p> <p>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.</p> <p>The following SQL Server settings must be applied:</p> <ul style="list-style-type: none"> • Enable local and remote connections • Set server authentication to SQL Server and Windows Authentication mode • The Microsoft Distributed Transaction Coordinator service (MSDTC) must be running at all times

Notes:

- A case-insensitive string collation setting must be used.

Additional Considerations

- The current database must be JustWare version 4.2 or higher in order to upgrade. Otherwise, proceed with the database server installation to create a new JustWare version 5.x database.
- Event status types assigned to event types in tblEventStatus will be lost when upgrading to 5.x. After upgrading, these event status types will need to be added manually in code type partitioning.
- Case type partitioning will be lost when upgrading to 5.x. After upgrading, case type partitioning will need to be added manually in data partitioning.
- Some JustWare SQL Server Security Roles will be lost in the upgrade to JustWare 5.x. Users belonging to SQL Server Security Roles that do not upgrade must be added manually to one of the five JustWare 5.x default SQL Server Security Roles.

JustWare Web Server

Required Hardware

Number of Clients	Processor Cores (1.8 GHz minimum each)	RAM
1-50	2	4 GB or more
51-100	4	8 GB or more
101-250	6	12 GB or more
251-500	8	16 GB or more
501-750	12	32 GB or more
751-1,000	16	64 GB or more

Recommendations

- It is recommended that a load balanced cluster is utilized for the Web service.

- Contractor recommends the use of HTTPS (HTTP using SSL). Separate purchase and setup of security certificates may be required .
- To ensure prioritized bandwidth in wide area network use, QoS (Quality of Service) is strongly recommended.

Required Software

Important: Some of the software must be installed in a particular order to ensure desired functionality. The following software programs must be installed in the order listed:

1. Internet Information Server (IIS)
2. Microsoft .NET Framework

Requirements	Notes
Windows Server 2008 (32 or 64 bit)	Windows Server 2008 R2 64 bit is recommended.
Internet Information Server (IIS) 7.0 or later	
Microsoft .NET Framework	This must be installed in the following order: <ol style="list-style-type: none"> 1. .NET 3.0 2. Updates to .NET 3.0 3. .NET 3.5 4. .NET 3.5 Service Pack 1 or later
Web Service Enhancements 3.0 or later	
Microsoft Distributed Transaction Coordinator service (MSDTC)	The MSDTC must be running at all times.

JustWare Document Server

For more detail on these requirements, see http://technet.microsoft.com/en-us/library/bb905370.aspx#BKMK_hw_reqs.

Required Hardware

Number of Clients	Number of Indexing Boxes
1-100	1
101+	2 with separate crawling and searching servers

Search Server 2010 Express requires a 64-bit four-core processor, 4-16 GB memory, and at least an 80 GB hard disk.

Notes:

- It may be necessary to have more than one searching server.
- The hard disk must have an 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, this will need to be calculated.
- In order to properly assess your hard disk requirements for your JustWare implementation, you must carefully evaluate your paperless document needs.

1. 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).
2. Next, calculate your space requirement for external documents by multiplying your average number of external documents attached to a case by their average size.
3. 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.

Required Software

To use indexing in JustWare to search the filing cabinet, Microsoft's Search Server Express must be installed on the document server. Currently Microsoft offers Search Server 2010 Express as a free download, which requires Windows Server 2008 (64-bit edition).

Search Server 2010 Express requires 64-bit Windows Server 2008 SP2, or Windows Server 2008 R2.

JustWare Client

Required Hardware

Components	Requirements
Processor	Intel Celeron or AMD 2.0 GHz or higher
Memory	1 GB; 2 GB for Windows Vista or later
Hard disk space	100 MB

Notes:

- The hardware requirements listed are for optimal running of both JustWare and the functionalities associated with JDA (JustWare Document Automation).
- 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.

Recommendation

A monitor size of 19 inches or greater is strongly recommended for optimum usability of JustWare, dependant upon configuration and layout. Minimum supported resolution is 1024 x 768 and 120 DPI.

Required Software

Requirements	Notes
Windows XP with Service Pack 2 or later	Alternatively, Windows Vista or later may be used.
Any Rich Text compatible word processing program	To utilize the JDA 2.0 Editor, Microsoft Word 2007 must be installed with .NET Programmability Support selected. To utilize the "Convert .rtf file" functionality, Microsoft Word 2007 is required for the client machine. Additionally, a Microsoft Office add-in may be required. This add-in can be downloaded directly from Microsoft: http://www.microsoft.com/downloads/en/details.aspx?FamilyID=4d951911-3e7e-4ae6-b059-a2e79ed87041&displaylang=en .
Microsoft .NET Framework	This must be installed in the following order: <ol style="list-style-type: none"> 1. .NET 2.0 2. Updates to .NET 2.0 3. .NET 3.0 4. Updates to .NET 3.0 5. .NET 3.5 6. Updates to .NET 3.5 Service Pack 1 or later
Internet Explorer 7.0 or later	Internet Explorer must be set as the default browser.
A PDF viewer	PDF versions of the JustWare User Manual and Administrator Manual are available from the Help menu for users unable to access the online help. To view PDF files, a PDF viewer such as Adobe Acrobat is required.

Note: The software requirements listed are for optimal running of both JustWare and the functionalities associated with JDA (JustWare Document Automation).

Recommendation

JustWare provides native electronic signature functionality that is part of the base application without the incurrance of additional Contractor software costs. To utilize electronic signature functionality, it is highly recommended that Microsoft Word 2007 be installed.

SQL Server Reporting Services (SSRS)

Required Hardware

Number of Clients	Processor Cores	RAM
1-50	2	4 GB or more
51-100	4	8 GB or more
101-500	6	12 GB or more

Number of Clients	Processor Cores	RAM
501-1,000	8	16 GB or more

Note: For 1,000+ clients, contact Contractor Support to ensure proper configuration.

Required Software

Requirement	
SQL Server Reporting Services 2008	
Microsoft .NET Framework	This must be installed in the following order: <ol style="list-style-type: none"> 1. .NET 3.0 2. Updates to .NET 3.0 3. .NET 3.5 4. .NET 3.5 Service Pack 1 or later

Barcode Scanner

JustWare provides native barcoding functionality that is part of the base application without the incurrence of additional Contractor costs for barcoding software. Organizations wishing to implement the barcode scanning functionality in JustWare are required to purchase barcoding hardware and are responsible for its installation and setup.

Required Hardware

Requirements
USB or serial port compatible
Has one of the following scanner interfaces: <ul style="list-style-type: none"> • HID • keyboard wedge • RS232
ASCII Extended Code 3 of 9 enabled (Also referred to as extended Code 39 programmable)
Able to read a start character of \$A as an Insert key and an end character of \$Z as a F12 key

Recommendation

It is recommended to maintain a support and maintenance contract with the hardware manufacturer.

Signature Pad

JustWare uses Microsoft Word 2007 functionality to allow electronic signing of documents. Organizations wishing to electronically sign documents in JustWare are required to purchase signature pad hardware and are responsible for its installation and setup.

Required Hardware

Requirements
Any Microsoft Word compatible signature pad device

Recommendation

It is recommended to maintain a support and maintenance contract with the hardware manufacturer.

Document Scanner

JustWare's document scanning functionality uses TWAIN technology to regulate communication with name and case records in JustWare. Documents can be scanned and then directed to the filing cabinet in JustWare.

Organizations wishing to implement document scanning functionality in JustWare are required to purchase scanner hardware and are responsible for its installation and setup. The Document Scanning utility in JustWare is an additional, paid service.

Required Hardware

Requirements
Any TWAIN compliant document scanning device

Recommendation

It is recommended to maintain a support and maintenance contract with the hardware manufacturer.

1.3 Contractor Responsibilities

- a. Provide Client Installation files for JustWare.
- b. Provide Server Installation files for JustWare.
- c. Provide documentation for JustWare End-Users and System Administrators.

1.4 County Responsibilities

- a. Agree to the JustWare License Agreement.
- b. Meet minimum hardware and software requirements for all machines running the JustWare client software.
- c. Provide at least one machine meeting minimum hardware and software requirements for the JustWare database server.
- d. 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 County.

2. *JustWare API*

2.1 Units

JustWare API (application programming interface) is a software add-on component that provides the ability for County developers to create software programs that can read and write data to and from their instance of JustWare via a published and supported application programming interface. County or County resources should have experience with object oriented programming to effectively utilize the JustWare API.

2.2 Contractor Responsibilities

- a. Provide JustWare API software key upon purchase and provide instruction to County on how to install the JustWare API software key. JustWare API software key will be provided immediately upon Contract Signing.
- b. Provide documentation for JustWare API and code samples.

2.3 County Responsibilities

- a. Agrees that County developers or County sub-contractor resources are responsible for all third party integration to and from JustWare utilizing the API.
- b. Agrees that any delays as a result of JustWare API development is the responsibility of the County, therefore these delays cannot affect any payment milestones.
- c. Agrees to provide resources that have experience with object oriented programming to effectively utilize the JustWare API.

2.4 Completion Criteria

This task is considered complete upon delivery of the software key to the County upon Contract Signing.

3. Document Author Training - Online

3.1 Units

Not to exceed 8 hour(s) of online instructional training to be provided by Contractor trainers. Training is conducted after the Go-Live of the agency, via web based training in blocks of up to 4 hours per day as arranged by County and assigned Project Manager.

3.2 Description

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

3.3 Contractor Responsibilities

- a. Instruct designated County personnel on the use, setup, and maintenance of the JustWare Document Automation (JDA) software.
- b. Instruct designate County personnel on the deployment and backup of County created document templates.
- c. Provide documentation for document/reporting data views 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.
- f. The assigned Contractor trainer or Project Manager will track the number of hours used and remaining.

3.4 County Responsibilities

- a. Assign appropriate personnel to attend online training course.
- b. Provide a facility with a speakerphone or phone headset for each attendee.

- c. Provide a facility with one computer for each attendee. These computers must have network connectivity to the JustWare Server, have Internet access 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 County and remain available for the duration of Training.
- d. If training has been scheduled, cancellation of training must occur 2 business days in advance of that training. If cancellation of the training occurs less than 48 hours prior to the training, the allocated training time will be billed to the County.
- e. Schedule all Training sessions in advance in 1 to 4 hour blocks of time.

3.5 Completion Criteria

This task is considered complete when Contractor has provided the described training to County 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.

4. Project Management

4.1 Description

Contractor shall provide a Project Manager to oversee the services provided under this Statement of Work. The Contractor Project Manager shall work closely with the Maricopa County Public Defense Services Project Manager to coordinate project activities and resources, to provide project status reporting, and to ensure quality of Contractor deliverables. Project management services shall include:

Project Planning and Organization

Project Planning and Organization tasks include the establishment of the Contractor project team and the provision of a Project Kickoff Meeting. During the Project Kickoff Meeting, Contractor shall meet with Maricopa County Public Defense Services 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 Contractor and the Maricopa County Public Defense Services. 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 Contractor Project Manager shall manage Contractor activities through a Contractor Project Plan. The Contractor 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 Contractor Project Plan shall describe the elements and define associated deliverables and resources.

The Contractor Project Manager shall coordinate with the Maricopa County Public Defense Services Project Manager by regularly providing an up-to-date Contractor 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 Contractor Project Plan shall be developed in conjunction with the Maricopa County Public Defense Services Project Manager upon project commencement and shall be submitted for acceptance. The activities that are

scheduled to begin between submission of the initial Contractor Project Plan and acceptance thereof shall not be delayed before acceptance of the initial Contractor Project Plan.

Communication Plan

The Contractor 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 Contractor 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 Contractor project team member's responsibility and each Maricopa County Public Defense Services 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 Contractor 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 Maricopa County Public Defense Services Project Manager.

Change Control Management Plan

The Change Control Management plan may be established by the Contractor 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 Contractor Project Plan.

Status Reports

The Contractor Project Manager may submit status reports to the Maricopa County Public Defense Services Project Manager on a not less than monthly basis, using a standard status report format. The status report format shall be reviewed with the Maricopa County Public Defense Services 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 Contractor Project Manager shall work with the Maricopa County Public Defense Services 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 Contractor Project Manager and the Maricopa County Public Defense Services Project Manager, the issue resolution procedure defined hereafter shall be followed to facilitate timely resolution of such issues.

Deliverable Management (Review and Approval)

Contractor may use a milestone deliverable approach to this project. Each milestone deliverable shall be subject to County acceptance, based upon acceptance criteria to be mutually agreed to by Contractor and the Maricopa County

Public Defense Services. The Maricopa County Public Defense Services Project Manager shall be responsible for facilitating the County review of applicable deliverables and providing documented approval of applicable deliverables to Contractor. The Contractor Project Manager shall be responsible for ensuring required Maricopa County Public Defense Services approval of applicable deliverables.

The Maricopa County Public Defense Services agrees that the review process is vital and important to the successful and timely completion of project deliverables. Therefore, the Maricopa County Public Defense Services agrees to take the time necessary to review each Contractor deliverable thoroughly, in its entirety, prior to returning to Contractor. By doing so, the Maricopa County Public Defense Services is avoiding unnecessary delays in approval and will be assisting Contractor with achieving timely project delivery.

Contractor shall be responsible for the submission of applicable deliverables to the County for review and approval. The Maricopa County Public Defense Services shall provide formal written acceptance or rejection of each deliverable within ten(10) business days following the receipt of the deliverable by the Maricopa County Public Defense Services, unless otherwise mutually agreed to by the Contractor Project Manager and the Maricopa County Public Defense Services Project Manager or listed otherwise in this Statement of Work.

After reviewing the deliverable, the Maricopa County Public Defense Services may reject a deliverable only if it fails to materially comply with the respective approval criteria agreed to by the parties. The Maricopa County Public Defense Services 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. Contractor 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 Maricopa County Public Defense Services rejects a deliverable in accordance with the above, then Contractor shall re-deliver a corrected deliverable, and the Maricopa County Public Defense Services 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 Maricopa County Public Defense Services Office Project Manager and the Contractor 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 Contractor Project Manager and the Maricopa County Public Defense Services Project Manager shall refer the matter to parties independent from the project, including the County's Department of Finance/Purchasing and a Contractor 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 Contractor Project Manager and the Maricopa County Public Defense Services Project Manager.

4.2 Contractor Responsibilities

- a. Designate a Project Manager who will direct Contractor's efforts and serve as the primary point of contact for the County.
- b. Coordinate and conduct the Project Kickoff Meeting.
- c. Develop and maintain the Contractor 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 County'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 County's Project Manager.

4.3 County Responsibilities

- a. Designate a Project Manager who will direct the County efforts and serve as the primary contact for the Contractor Project Manager.
- b. Coordinate appropriate County 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 County resources according to the SOW and Project Plan.
- h. Participate in scheduled status meetings with Contractor's Project Manager.
- i. Work with the Contractor 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 County'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 Contractor 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.

Contractor will:

- a. Provide County 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 County with a schedule for completion.
- c. Provide a clear explanation of the Contractor terms and conditions of ongoing support and begin hand off of support questions to the Contractor Support department.

County 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 Contractor support department for questions and assistance according to the conditions of the Support Agreement(s).

5. JustWare Configuration

5.1 Units

Not to exceed 200 hour(s) of JustWare configuration services to be provided by Contractor resources.

5.2 Description

Configuration services are designed to allow the County to take full advantage of the advanced automation features of JustWare by providing Contractor resources that provide focused and dedicated services to County requirements. Configuration services focus 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). Contractor's Project Team members or Documentation Service team members, will document the configuration of each item.

5.3 Contractor 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 training, general support and assistance to JustWare Administrators for each configuration item created during configuration.

- c. If training has been scheduled, cancellation of training must occur 2 business days in advance of that training. If cancellation of the training occurs less than 48 hours prior to the training, the allocated training time will be billed to the County.
- d. Provide detailed documentation.

5.4 County Responsibilities

- a. County acknowledges that any scheduling changes from a scheduled onsite configuration trip that is canceled by County may result in Travel fees and County 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 meetings.
- e. Work with assigned Project Manager to determine what configuration items will be addressed in each configuration meeting.
- f. If services will be provided onsite, provide a facility with one computer for each attendee and one additional computer for the Contractor 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 County and remain available for the duration of Training.

5.5 Completion Criteria

This task is considered complete when Contractor has provided the described services to County personnel.

6. JustWare XML (JWXML) Enhancement Training - Online

6.1 Units

Not to exceed 8 hour(s) of online instructional training to be provided by Contractor trainers. Training is conducted after the Go-Live of the agency online, in blocks of time of 4 hours per day as arranged by County and assigned Project Manager.

6.2 Description

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

6.3 Contractor Responsibilities

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

6.4 County Responsibilities

- a. It is the County's 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.
- b. Assign appropriate personnel to attend online training course.

- c. If training has been scheduled, cancellation of training must occur 2 business days in advance of that training. If cancellation of the training occurs less than 48 hours prior to the training, the allocated training time will be billed to the County.
- d. Provide a facility with a speakerphone or phone headset for each attendee.
- e. Provide a facility with one computer for each attendee. Each computer must have Internet access. 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 County and remain available for the duration of Training.

6.5 Completion Criteria

This task is considered complete when Contractor has provided the described training to County 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.

7. Project Documentation Services

7.1 Units

64 billable hour(s) of documentation completed by a Contractor Technologies' Technical Writer and coordinated by Contractor assigned Project Manager.

7.2 Description

Project Documentation Services are provided to County's by a Contractor Technical Writer for the development of County specific administrator and end-user manuals. Manuals will be configured to include workflow, procedures, and other detailed County information.

7.3 Contractor Responsibilities

- a. Project Manager will provide assistance to County for definition scope of documentation.
- b. Technical Writer will document code tables, security profiles, data partitioning, code partitioning, business rules, JWXML screens, and any other JustWare configurations defined for the County.
- c. Documentation items may include County specific administration manual, end-user manual, quick-reference guides, training manuals, or other documentation defined by County and Contractor Project Manager to best fit the needs of the County within contracted documentation hours.
- d. Contractor will provide the finished work product in Adobe Acrobat and Microsoft Rich Text Format

7.4 County Responsibilities

- a. Assign staff member or members who are familiar with the policies, procedures and workflow in all departments in the office.
- b. Review documentation to ensure work completed matches the JustWare configurations, workflows, and business rules for the County.

7.5 Completion Criteria

This task is considered complete when billable hour(s) of documentation purchased by County have been used. County 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**. Any changes to the **Project Plan**, as it affects this deliverable, are subject to cancellation after one (1) year.

8. JustWare Online Installation

8.1 Description

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

8.2 Contractor Responsibilities

- a. Prior to installing, establish a remote access method from County. This remote connection will also provide regular access to the JustWare server.
- b. Unless otherwise specified, Contractor will install JustWare via designated online remote access method.
- c. Instruct key County personnel on how JustWare Server Installation software operates for client deployment, backup installation, and blank database creation purposes.
- d. Instruct key County personnel on the location of the database files that need to be regularly backed up.
- e. The installation fees provide for Contractor resources to install JustWare in a production and one additional environment (i.e. staging, testing, or training). If the County requests additional installations of JustWare, additional fees will occur.
- f. If requested, install Microsoft SQL Server.

8.3 County Responsibilities

- a. County must ensure that database server is setup, operating system is installed, client workstations are networked and Contractor personnel have administrative privileges to install SQL Server (if needed) and JustWare.
- b. County must ensure that Contractor 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 Contractor personnel to access database server.
- d. County must ensure that SQL Server database files are regularly being backed up.

8.4 Completion Criteria

This task is considered complete when Contractor 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.

9. JustWare Onsite Administrator Training

9.1 Units

Not to exceed 64 hour(s) of instructional training to be provided by Contractor trainers. Training is conducted in blocks of up to 8 hours per day as arranged by County and assigned Project Manager.

9.2 Description

The objective of this task is to instruct County personnel on configuration requirements for functional operation of JustWare. Contractor will conduct a training course for designated County 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.

9.3 Contractor Responsibilities

- a. Instruct designated County 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 County's agency.
- e. Upon notification by the County that all configurations have been completed, the assigned Contractor trainer or Project Manager will spot-check select parameters and databases for accuracy and completeness.

9.4 County Responsibilities

- a. County acknowledges that any scheduling changes from a scheduled onsite training trip that is canceled by County may result in Travel fees and County acknowledges that they will pay these fees.
- b. JustWare Installation must be completed.
- c. County 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 Contractor 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 County and remain available for the duration of Training.
- g. If training has been scheduled, cancellation of training must occur 2 business days in advance of that training. If cancellation of the training occurs less than 48 hours prior to the training, the allocated training time will be billed to the County.

9.5 Completion Criteria

This task is considered complete when Contractor has provided the described training to County personnel.

10. JustWare Onsite Start Meeting & Req. Gathering

10.1 Units

24 hour(s) of onsite attendance and assistance to be provided by Contractor 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, Contractor's Project manager will review the scope of the project, review all contracted deliverables, discuss 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 County project team should be in attendance, your team should include, but not be limited to; Elected/appointed official(s), County 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.

10.2 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.

10.3 Contractor Responsibilities

- a. Coordinate the onsite trip with County and Contractor resources.
- b. Provide required documentation in preparation for onsite attendance.

10.4 County Responsibilities

- a. Make arrangements and assignments for all required personnel to attend onsite Start Meeting; including elected/appointed official(s).
- b. County 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 County.
- c. If meeting has been scheduled, cancellation of meeting must occur 2 business days in advance of that training. If cancellation of the meeting occurs less than 48 hours prior to the meeting, the allocated meeting time will be billed to the County.
- d. County acknowledges that any scheduling changes from a scheduled onsite training trip that is canceled by County may result in additional Travel fees and County acknowledges that they will pay these fees.

10.5 Completion Criteria

This task is considered complete when Contractor has provided the described services to County personnel.

11. JustWare Post 90 Days Go Live Onsite Assistance

11.1 Units

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

11.2 Description

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

11.3 Contractor Responsibilities

- a. Thirty days prior to scheduled and agreed upon trip work with County 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.

11.4 County 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 Contractor to determine training and assistance plan for onsite trip.
- c. County acknowledges that any scheduling changes from a scheduled onsite training trip that is canceled by County may result in additional Travel fees and County acknowledges that they will pay these fees.
- d. If training has been scheduled, cancellation of training must occur 2 business days in advance of that training. If cancellation of the training occurs less than 48 hours prior to the training, the allocated training time will be billed to the County.
- e. 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 Contractor 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 County and remain available for the duration of Training.
- f. Follow up with any training attendees who may need extra help and assistance in order to grasp needed concepts.

11.5 Completion Criteria

This task is considered complete when Contractor has provided the described services to County personnel.

12. JustWare Report Author Training - Online

12.1 Units

Not to exceed 8 hour(s) of online instructional training to be provided by Contractor trainers. Training is conducted after the Go-Live of the agency onsite, in blocks of time of 4 hours per day as arranged by County and assigned Project Manager.

12.2 Description

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

12.3 Contractor Responsibilities

- a. Instruct designated County personnel on the use of the JustWare report writing software.
- b. Instruct designated County personnel on the deployment of County created reports.
- c. The assigned Contractor trainer or Project Manager will track the number of hours used and remaining.

- d. Contractor will only instruct County 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.
- e. Provide general assistance and not instruction to County who have received third party training on Microsoft Business Intelligence Development Studio.

12.4 County Responsibilities

- a. Assign appropriate personnel to attend online training course.
- b. Provide a facility with a speakerphone or phone headset for each attendee.
- c. Provide a facility with one computer for each attendee. Each computer must have Internet access. These computers must have network connectivity to the JustWare Server, have the appropriate SQL Server permissions to access the JustWare database, 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 County and remain available for the duration of Training.
- d. If training has been scheduled, cancellation of training must occur 2 business days in advance of that training. If cancellation of the training occurs less than 48 hours prior to the training, the allocated training time will be billed to the County.
- e. County agrees that if advanced reporting writing functionality is required they will contract with Contractor for Business Intelligence Services and/or receive third party training and instruction on Microsoft Business Intelligence Development Studio.

12.5 Completion Criteria

This task is considered complete when Contractor has provided the described training to County 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.

13. JustWare Onsite Training & Go Live (multi-trainer)

13.1 Units

200 hour(s) of instructional training and onsite assistance to be provided by two Contractor trainers unless specifically specified. Training and onsite assistance is conducted in blocks of up to 8 hours per day as arranged by County and assigned Project Manager.

13.2 Description

The objective of this task is to instruct County 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 County and Assigned Project Manager and will be coordinated by the multiple Contractor trainers onsite. Go live will occur after Administrative Training, JustWare End User Training and following the completion of any custom development including documents created by Contractor's Business Intelligence staff as part of the **Project Plan**.

13.3 Contractor 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. Provide focused end user documentation in the form of quick-start guides for each functional group.
- d. Identify trainees who may need additional assistance and follow-up.

13.4 County 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. County acknowledges that any scheduling changes from a scheduled onsite training trip that is canceled by County may result in additional Travel fees and County 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 Contractor 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 County and remain available for the duration of Training.
- e. If training has been scheduled, cancellation of training must occur 2 business days in advance of that training. If cancellation of the training occurs less than 48 hours prior to the training, the allocated training time will be billed to the County.
- f. Provide office workflow and JustWare responsibility documentation for all end users.
- g. Provide data entry policies and procedures for each functional group.
- h. Follow up with any training attendees who may need extra help and assistance in order to grasp needed concepts.

13.5 Completion Criteria

This task is considered complete when Contractor has provided the described training and onsite assistance to County personnel.

14. Business Intelligence Services

14.1 Units

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

14.2 Description

Business Intelligence Development (BID) is a service provided to County by a Contractor Business Intelligence Developer for the development of the County'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 Contractor and owned by the County, at the discretion of the County.

14.3 Contractor Responsibilities

- a. Project Manager will provide assistance to County for completion of document, report, report model, and/or custom JustWare screens specifications.

- b. Contractor 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.

14.4 County 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.

14.5 Completion Criteria

This task is considered complete when billable hour(s) of development purchased by County have been used. County 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 County signed change order. Any changes to the **Project Plan**, as it affects this deliverable, are subject to cancellation after one (1) year.

16. Per Diem

16.1 Units

89 daily fee(s) to be utilized for onsite expenses by Contractor personnel for onsite services provided in this Statement of Work (SOW). Cost includes minor expense for per diem during travel time. Payment based on Exhibit F.

16.2 Description

Per diem constitutes daily expenses for the delivery of any onsite services provided for County. Contractor, with County's agreement may optimally utilize the number of daily fee(s) to best meet the success of the project.

16.3 Contractor Responsibilities

Contractor personnel performing any onsite services for County is responsible for any expenses.

16.4 Completion Criteria

This line item is considered complete when Contractor has completed the scheduled onsite County trip(s).

17. Travel

17.1 Units

19 fee(s) to be utilized for airline, vehicle travel and travel time by Contractor personnel for onsite services provided in this Statement of Work (SOW). Payment based on Exhibit F.

17.2 Description

Travel constitutes airline or vehicle travel expenses for the delivery of the onsite services provided for County. Contractor, with County agreement may optimally utilize the number of travel fee(s) to best meet the success of the project.

17.3 Contractor Responsibilities

- a. Project Manager will schedule and coordinate all travel arrangements for Contractor personnel, at a minimum of fourteen (14) days in advance of onsite trip.
- b. Project Manager will utilize all travel fees allocated as part of this SOW for the optimal success of the project.

17.4 County Responsibilities

Provide Contractor Project Manager fourteen (14) day notice of all travel requests for onsite trips. If less than a fourteen day advance is provided, or a scheduled trip is cancelled by County, additional fees may result in the scheduling of travel and County will agree to pay additional fee changes.

17.5 Completion Criteria

This task is considered complete when Contractor has scheduled the remaining onsite County trip.

18. Document Author Software

18.1 Units

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

18.2 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.

18.3 Contractor Responsibilities

- a. Assist with the online installation of JDA software.
- b. Provide documentation and reference material for JDA software.

18.4 County Responsibilities

- a. Install JDA software on each County identified document author computer.
- b. 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.
- c. Ensure that document templates are being backed up offsite or in a secure location.
- d. Ensure that document author computers meet the minimum requirements for document authoring identified in the JustWare Requirements and Recommendations.

18.5 Completion Criteria

This task is considered complete when Contractor has provided the JDA software to the County.

19. Document Imaging

19.1 Units

200 Document Imaging named user licenses.

19.2 Description

The Document Imaging software is an add-on solution to JustWare that provides document imaging, and OCR functionality. It provides scanned and OCR'd output in the form of Adobe Acrobat files that resides in the JustWare Virtual Filing Cabinet.

Each JustWare user that is responsible for scanning, modifying, redaction, cleanup or annotating imaged documents requires Document Imaging software. JustWare users that merely view these documents from the Virtual Filing Cabinet, or search for documents that have been scanned and OCR'd do not require purchase. Document Imaging software provides the ability to accommodate multi-page scanning, so a TWAIN compliant scanner that has feeder functionality is desirable.

19.3 Contractor Responsibilities

Provide authorization keys for use for each purchased named user.

19.4 County Responsibilities

- a. Ensure that each JustWare user who requires Document Imaging, redaction, modifying, cleanup or annotating functionality has access. JustWare users that merely view these documents from the Virtual Filing Cabinet do not require purchase.
- b. It is the County's responsibility to acquire TWAIN compliant scanners and maintain and support these devices. County is responsible for the installation of Adobe Acrobat Reader, and/or licensing and installation of Adobe Acrobat software.

19.5 Completion Criteria

This task is considered complete when Contractor has delivered the access keys.

20. JustWare Support and Upgrades

20.1 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 County.

20.2 Description

JustWare Support provides a mechanism for the County 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.

20.3 Contractor and County Responsibilities

Both Contractor and the County must agree to the terms and responsibilities set forth in the JustWare Support Agreement.

21. JustWare API annual support & upgrades

21.1 Units

Developer level, forum/blog support for JustWare API questions and assistance.

21.2 Description

JustWare API annual support & upgrades provides a mechanism for County development resources to request forum/blog only support from Contractor development resources on the use of the JustWare API and receive interim and full upgrades and systems related to its use on an ongoing basis. If direct phone support is required for any JustWare API developer assistance, excluding JustWare API installation support, hourly rate of \$225 will be invoiced to County.

21.3 Contractor and County Responsibilities

Both Contractor and the County must agree to the terms and responsibilities set forth in the JustWareSupport Agreement

EXHIBIT C

Additional Terms and Conditions

1. Product and Delivery

The product is the Software, Products and Services herein collectively referred to as the “Product”, itemized in the Pricing Proposal and defined in the Statement of Work. These statements are attached hereto and are a part of this Agreement. All Contractor product(s), add-on product(s), product(s) documentation, product(s) installation documentation (not including third party software purchased) will be provided upon the signing of this Agreement; however project Start Meeting will not occur until any agreed upon Contract Signing payments are received.

2. Sale and License

Contractor hereby sells and licenses to County and County agrees to purchase and license from Contractor for County’s purposes the Product. County is hereby licensed to use the Contractor Software Modules identified in the Contractor Quotation contingent upon the execution of Contractor’s Computer Software License Agreement (“License Agreement”) which is attached hereto and incorporated herein by this reference. This Agreement shall be voidable at Contractor’s sole discretion and determination if the License Agreement is not subsequently executed. The license to use the Product purchased pursuant to this Agreement will not commence until County has executed and delivered the License Agreement to Contractor.

3. Taxes

County is solely responsible for payment of any taxes resulting from County’s acceptance of this Agreement and County’s possession and use of the Product.

4. Warranty and Limitation of Liability

Contractor warrants, for the benefit of the County only, that at the time of completion of delivery and installation of the Product, the Product shall conform in all material respects to the specifications supplied in writing by Contractor. Contractor’s sole obligation thereafter, and County’s exclusive remedy, for any defect or nonconformity in the Non-Contractor Products shall be to cooperate with the County to provide it with the benefit, if any, of the warranty and support commitment of the third party manufacturers and suppliers of equipment and product. As County’s exclusive remedy for any defect in the Contractor Software Modules, Contractor shall, during the fifteen (15) month period following the signing of this agreement, provide reasonable efforts to correct and cure such nonconformity or defect. Said warranties extend only for the fifteen (15) month period following the signing of this agreement. Warranty, if any, on Custom Software shall be defined in a separate agreement. The services covered by First Year Support (and subsequent years support) shall be defined in Contractor’s Software Support Agreement(s), which shall be executed and is attached hereto and incorporated herein by this reference. Contractor shall not be liable to County for any loss of profits; any incidental, special, exemplary, or consequential damages; or any demands or claims of other parties for any amount exceeding the total of payments made to Contractor under the Agreement, whether or not Contractor is aware of or has been advised of any such claims or demands.

5. Default

Any of the following shall constitute an “Event of Default” under this Agreement.

- a. County’s failure to pay to Contractor any charge, costs, or other payment accruing hereunder within sixty days (60) of invoice, if such delinquency has not been corrected within ten (10) calendar days after Contractor has given County written notice of such delinquency; notice of such failure; or

- b. County's failure to perform any obligation set forth in this Agreement or included Appendix(s), including any act of repudiation or wrongful rejection of the product. If such failure has not been corrected within sixty (60) days after Contractor has given County written notification; or
- c. Contractor's failure to perform any obligation set forth in this Agreement, if such failure has not been corrected within sixty (60) days after County has given Contractor written notice of such failure.
- d. After a formal request from Contractor to start the project after contract signing, County's failure to a mutually agreed upon project start date.

6. Entire Agreement and Severability

This Agreement and included Appendix(s) constitutes the entire understanding between the parties hereto and may not be modified and/or amended unless any such modification or amendment is reduced to writing and signed by both County and Contractor. County understands and agrees that this Agreement supersedes any prior written, communication or verbal agreement, promise, representation, understanding, or course of conduct between the parties. If any provision of this Agreement shall be held by a court of competent jurisdiction to be unenforceable or contrary to law, the remaining provisions of this Agreement shall remain in full force and effect.

7. Agreement Deviations

Any deviations from Contractor's Terms and Conditions, Payment Terms, agreements or attached Appendix(s) may affect pricing of all products and services.

8. Currency

Unless otherwise specified, pricing and Payment Terms of this Agreement is provided in U.S. dollars.

9. Force Majeure

Neither party will be liable hereunder by reason of any failure or delay in performance of its obligations hereunder (except for the payment of money) on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, material shortages or any other cause which is beyond the reasonable non-financial control of such party.

10. Software Delivery and Project Start

Unless specified otherwise, any software provided, documentation required for installation, and license keys will be immediately provided upon signing of this agreement. The project Start Meeting, and start of project will occur after the receipt of the first payment.

EXHIBIT D

Software License Agreement

JustWare Defender license agreement

1. License

This Agreement allows you, the County 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. County 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

County 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 County. Contractor hereby retains sole and exclusive ownership of all right, title and interest in and to all intellectual property rights in the Software, Software Documentation. County acknowledges that all enhancements provided by Contractor, either provided for a contracted cost or included at no cost, are added into Contractor's proprietary core JustWare platform, therefore, any enhancements will remain the sole property of Contractor. County 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

Contractor Technologies does not own any data, information or material in the course of County using or accessing the Software. County, not Contractor Technologies, shall have sole responsibility and

ownership for the accuracy, quality, integrity, legality, reliability, appropriateness, and ownership or right to use of all County data and Contractor Technologies shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any County 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 County 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 Contractor and the County.
- c. County will receive all future upgrades to the Software as long as a current Support Agreement is maintained.

6. Ownership

The foregoing license gives you, the County:

- 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 Contractor retains title to, the Software, any Contractor run time libraries, and all copies thereof. All rights not specifically granted in this Agreement, including Federal and International Copyrights, are reserved by Contractor.
- b. Responsibility for the data entered and modified while using the Software. Contractor 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 County.

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 Contractor, its dealers, distributors, agents or employees shall create a warranty or in any way increase the scope of this warranty.
- c. Contractor will use reasonable commercial efforts to supply you, the County 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. Contractor 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. Contractor 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 Contractor 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 Contractor Software, assume all responsibility and liability of damages caused by using said software.
- f. Contractor total liability (if any) to you, the County for actual damages for any cause whatsoever will be limited to the amount paid by you for the software that caused such damage.

API License Agreement

6. License

This Agreement allows you, the County to:

- a. Install and use the Software on any computer or device for each license purchased and make one copy of the Software in machine-readable form solely for backup purposes. County 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.
- 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 County licensed to use this copy of the Software through a valid license.
- e. Reproduce documentation, online help, and screen capture images solely for internal use as reference material and training literature.

7. Terms and Conditions

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

8. 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 County. Contractor hereby retains sole and exclusive ownership of all right, title and interest in and to all intellectual property rights in the Software, Software Documentation. County acknowledges that all enhancements provided by Contractor, either provided for a contracted cost or included at no cost, are added into Contractor's proprietary core JustWare API platform, therefore, any enhancements will remain the sole property of Contractor. County 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.

9. Data

Contractor Technologies does not own any data, information or material in the course of County using or accessing the Software or the data received from third party systems. County, not Contractor Technologies, shall have sole responsibility and ownership for the accuracy, quality, integrity, legality, reliability, appropriateness, and ownership or right to use of all County data or external data

submitted to the Software and Contractor Technologies shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store or submit any County data.

10. Upgrades

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

7. Ownership

The foregoing license gives you, the County:

- c. 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 Contractor retains title to, the Software, any Contractor run time libraries, and all copies thereof. All rights not specifically granted in this Agreement, including Federal and International Copyrights, are reserved by Contractor.
- d. Responsibility for the data entered and modified while using the Software. Contractor 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 County.

8. 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 Contractor, its dealers, distributors, agents or employees shall create a warranty or in any way increase the scope of this warranty.
- c. Contractor will use reasonable commercial efforts to supply you, the County 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. Contractor 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. Contractor 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 Contractor 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 Contractor Software, assume all responsibility and liability of damages caused by using said software.
- f. Contractor total liability (if any) to you, the County for actual damages for any cause whatsoever will be limited to the amount paid by you for the software that caused such damage.

API Support Agreement

1. Definitions

a. Support

“Support” is defined as technical assistance with the Software, including but not limited to, questions about the functionality of the Software, assistance with the resolution of error message and installation questions. At Contractor’s discretion support may include troubleshooting the Software as needed to resolve issues. Support services for JustWare API (application programming interface) is provided via web forum submission and responses by Contractor resources and not phone support.

b. Version

“Version” refers to a variation, either minor or major, from an earlier version of the Software. A version could refer to a minor and/or major version change.

c. Major version

A Major version refers to the first number in the software release, ie 4.x, 5.x. The numbers “4” and “5” represent the Major version.

d. Minor version

A minor version refers to the second number in the software release, ie x.1, x.2. The numbers “1” and “2” refer to the minor version. Software releases have both a Major and a Minor version number in them.

e. Current Version

“Current Version” is the most recent publically released version of the Software.

f. Enhancement

“Enhancement” refers to features and/or functionality that are not included in the Current Version of the JustWare API. Much of the Software’s feature set has been driven by enhancement requests from County.

g. Service Release

“Service release” is the method Contractor uses to resolve critical issues that may be identified with the Software.

h. Critical

“Critical” is defined as an issue for which there is no workaround AND one of the following statements is true:

1. Defect causes data loss
2. Defect affects a mission critical task
3. Security risk causing possible system compromise

2. Contractor Responsibilities

During the Term of this Agreement, Contractor 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 Contractor's current Fee Schedule:

- a. Provide forum response to requests and questions to our Support Department made by a JustWare Application Administrator or JustWare Application Administrator designated resource within four (4) hours during the Hours of Operation (7am – 6pm MST for standard support).
- b. Use all reasonable diligence in correcting verifiable and reproducible errors when reported to Contractor. Contractor shall, after verifying that such an error is present, initiate work in a

diligent manner toward development of a solution. If the error is categorized as Critical, Contractor shall provide the solution through a Service Release to the most recent released minor version and one minor version previous when applicable. Contractor shall include the solution in all subsequent versions of the Software. Contractor shall not be responsible for correcting errors in any version of the Software other than the most recent minor version with the exception of those categorized as critical. The service release process for critical bugs will be limited to the current minor version release and one minor version previous. Contractor 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. Contractor 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 Contractor. Contractor shall not be responsible for problems with, or caused by any hardware or third party software not supported by Contractor. Contractor shall not be responsible for problems with, or caused by software, processes, or interfaces not provided by Contractor that interact with the Software or Software database.

- c. Contractor shall not be responsible for configuring, maintaining, and upgrading the operating system including, but not limited to, backups and restores, fixes, and patches.
- d. Provide recommendations on the configuration and use of the Software and related hardware or software to meet the County's operational needs.
- e. Respond to County's requests for additional functionality enhancements to the Software, provided that such enhancements shall be mutually agreed to by Contractor and the County.
- f. Provide regular versions of the Software including select enhancements, and Service Releases for the most recent minor version and one minor version prior at no additional cost to the County. These versions may contain new functionality and Service Releases not specifically requested by the County. Contractor will provide supplemental software and hardware requirements, recommendations and documentation per version of the Software.
- g. Contractor shall treat all information, data or files provided by County as confidential, maintaining secure access to such material only for Contractor support personnel for purposes of investigating or solving a support request.
- h. Provide regular versions of the Software including select enhancements, and Service Releases for the most recent minor version and one minor version prior at no additional cost to the County. These versions may contain new functionality and Service Releases not specifically requested by the County. Contractor will provide supplemental software and hardware requirements, recommendations and documentation per version of the Software.
- i. Contractor will provide upgrades of new version releases and may halt a version upgrade installation if County hardware and software systems do not meet the most current system requirements and recommendations.
- j. Standard methods of contact include:
 Web and support forums: <https://customer.newdawnntech.com/>

3. County Responsibilities

- a. Retain one or more internal or external resources that have experience with object oriented programming in order to effectively utilize the JustWare API.

- b. 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.
- c. Keep current with the latest versions of the Software.
- d. Many updates to the JustWare API are dependent on updates to the JustWare application; therefore, County agrees to maintain current updates of JustWare in order to receive updates to the JustWare API.
- e. County agrees to provide testing and development environment for any JustWare API developers or subcontractor developers.
- f. County agrees to maintain version consistency between JustWare and the JustWare API.
- g. Acknowledges that all support and responses will occur via online web forums. If County or County resource requires phone support, assistance and questions, hourly rates will be billed in hourly increments of \$225 per hour.
- h. All communications by County to Contractor must be in the English language.

4. Disclaimer of Warranty and Limitation of Liability

- a. Contractor disclaims all other warranties, either expressed or implied and representations with respect to the Software, except as stated in the Terms and Conditions.
- b. In no event shall Contractor be liable for any indirect, consequential, special, exemplary, or incidental damages of whatever and however caused, even if Contractor has been advised of the possibility of such damages. The cumulative liability of Contractor to the County for all claims arising in connection with this agreement shall not exceed the total fees and charges paid to Contractor by the County within the last 12 months.

5. Term and Termination of Service

- a. 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 API Support is paid in advance. This Agreement will automatically renew for successive, one (1) year terms unless terminated by either Contractor or County in accordance with this section, subject to County's payment of the applicable JustWare API Support fee.
- b. This Agreement shall immediately terminate upon the violation of the JustWare API License Agreement.
- c. 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.
- d. If support is not maintained for the JustWare API access to the support forums and new versions of the JustWare API will not be available.

6. Fees

- a. County shall pay Contractor the JustWare API Support fee as defined in the Attachment A.
- b. Contractor shall invoice County at the beginning of each JustWare API Support term as defined above for the JustWare API Support fee unless otherwise stated in the Payment Terms.
- c. County shall pay invoiced amounts immediately upon receipt of such invoices.
- d. County's with outstanding JustWare API 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 API Support fee and interest fees are paid.

- e. Hourly rates for services and cost of software are determined by Contractor.

JustWare Support and Upgrades Support Agreement

7. Definitions

a. Support

“Support” is defined as technical assistance with the Software, including but not limited to, questions about the functionality of the Software, assistance with the resolution of error message and installation questions. Support may include troubleshooting the Software as needed to resolve issues.

b. Version

“Version” refers to a variation, either minor or major, from an earlier version of the Software. A version could refer to a minor and/or major version change.

c. Major version

A Major version refers to the first number in the software release, ie 4.x, 5.x. The numbers “4” and “5” represent the Major version.

d. Minor version

A minor version refers to the second number in the software release, ie x.1, x.2. The numbers “1” and “2” refer to the minor version. Software releases have both a Major and a Minor version number in them.

e. Current Version

“Current Version” is the most recent publically released version of the Software.

f. Enhancement

“Enhancement” refers to features and/or functionality that are not included in the Current Version of JustWare. Much of the Software’s feature set has been driven by enhancement requests from County.

g. Service Release

“Service release” is the method Contractor uses to resolve critical issues that may be identified with the Software.

h. Critical

“Critical” is defined as an issue for which there is no workaround AND one of the following statements is true:

1. Defect causes data loss
2. Defect affects a mission critical task
3. Security risk causing possible system compromise

8. Contractor Responsibilities

During the Term of this Agreement, Contractor 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 Contractor's current Fee Schedule:

- a. Provide response to requests to our Support Department 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).

- b. Use all reasonable diligence in correcting verifiable and reproducible errors when reported to Contractor. Contractor shall, after verifying that such an error is present, initiate work in a diligent manner toward development of a solution. If the error is categorized as Critical, Contractor shall provide the solution through a Service Release to the most recent released minor version and one minor version previous when applicable. Contractor shall include the solution in all subsequent versions of the Software. Contractor shall not be responsible for correcting errors in any version of the Software other than the most recent minor version with the exception of those categorized as critical. The service release process for critical bugs will be limited to the current minor version release and one minor version previous. Contractor 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. Contractor 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 Contractor. Contractor shall not be responsible for problems with, or caused by any hardware or third party software not supported by Contractor. Contractor shall not be responsible for problems with, or caused by software, processes, or interfaces not provided by Contractor that interact with the Software or Software database.
- c. Contractor shall not be responsible for configuring, maintaining, and upgrading the operating system including, but not limited to, backups and restores, fixes, and patches.
- d. Provide recommendations on the configuration and use of the Software and related hardware or software to meet the County's operational needs.
- e. Contractor will provide assistance to a County making their own supported changes to JWXML only after the County has successfully completed JustWare XML (JWXML) Enhancement Training.
- f. Contractor shall be responsible for maintaining and administrating a certification process for JustWare Application Administrators.
- g. Respond to County's requests for additional functionality enhancements to the Software, provided that such enhancements shall be mutually agreed to by Contractor and the County.
- h. Provide regular versions of the Software including select enhancements, and Service Releases for the most recent minor version and one minor version prior at no additional cost to the County. These versions may contain new functionality and Service Releases not specifically requested by the County. Contractor will provide supplemental software and hardware requirements, recommendations and documentation per version of the Software.
- i. Contractor shall treat all information, data or files provided by County as confidential, maintaining secure access to such material only for Contractor support personnel for purposes of investigating or solving a support request.
- j. Contractor will provide maintenance and upgrades to the current publically released version of the Software. Only the most recent released minor version and one minor version prior will be eligible for Service Releases. Technical support will be provided for other eligible versions. Upgrading to the most recent version may be required to be eligible for a Service Release.
- k. Contractor reserves the right to request an alternate or replacement application administrator. Any request for an alternate or replacement administrator will be made in writing, and a replacement administrator will be assigned within 90 days of formal request.

- l. Contractor will provide upgrades of new version releases and may halt a version upgrade installation if County hardware and software systems do not meet the most current system requirements and recommendations.
- m. Standard methods of contact include:
 - Telephone: 877.587.8927
 - Email: support@newdawnntech.com
 - Web and support forums: <https://customer.newdawnntech.com/>
 - Written: ATTN: Support 843 South 100 West, Logan, UT 84321
 - Fax: 603.308.8138
- n. Hours of Operation are from 7:00 a.m. to 6:00 p.m. Mountain Standard Time except weekends and national holidays.

9. County Responsibilities

- a. Retain one or more certified JustWare Application Administrator(s) on staff responsible for the regular maintenance and configuration of the Software. Contractor 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 County's designated JustWare Application Administrator(s), County must arrange with Contractor 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.
- b. Provide and maintain a dedicated connection, approved by Contractor, to the Software's database and/or application server. This connection is to be available and accessible by Contractor 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.
- c. Provide Contractor support personnel with accurate configuration information, screen shots, or other files and documentation as required for a support request.
- d. Maintain all County data including but not limited to the backup of data stored in the JustWare database, custom documents and reports, and configuration files.
- e. 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.
- f. Keep current with the latest versions of the Software.
- g. All communications by County to Contractor must be in the English language.

10. Disclaimer of Warranty and Limitation of Liability

- a. Contractor disclaims all other warranties, either expressed or implied and representations with respect to the Software, except as stated in the Terms and Conditions.
- b. In no event shall Contractor be liable for any indirect, consequential, special, exemplary, or incidental damages of whatever and however caused, even if Contractor has been advised of the possibility of such damages. The cumulative liability of Contractor to the County for all claims arising in connection with this agreement shall not exceed the total fees and charges paid to Contractor by the County within the last 12 months.

11. Term and Termination of Service

- a. 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 Contractor or County in accordance with this section, subject to County's payment of the applicable JustWare Support fee.
- b. This Agreement shall immediately terminate upon the violation of the JustWare License Agreement.
- c. 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.

12. Fees

- a. County shall pay Contractor the JustWare Support fee as defined in the Payment Terms.
- b. Contractor shall invoice County at the beginning of each JustWare Support term as defined above for the JustWare Support fee unless otherwise stated in the Payment Terms.
- c. County shall pay invoiced amounts immediately upon receipt of such invoices.
- d. County's 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.
- e. Hourly rates for services and cost of software are determined by Contractor.
- f. 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 Contractor and County.

EXHIBIT E

Change Control Management

This Change Management Control Agreement is made this day, by and between Contractor Technologies hereinafter referred to as Contractor, and the Maricopa County Public Defense Services hereinafter referred to as "County". Either party (the 'Initiating Party') may initiate changes to the referenced Statement of Work in this Contract by submitting a Change Control Form to the other party (the 'Receiving Party') as described in this Agreement.

Using the Change Control Form, the Receiving Party will review any change requests, research all solutions, conduct an impact analysis, propose alternative approaches, if any, and advise the Initiating Party of the findings with all associated additional fees and schedule impacts within five (5) working days of the Receiving Party's receipt of any such Change Control Form.

Changes shall be made as amendments to the Statement of Work and shall set out the nature of the change, the new fee and schedule, and any other agreed upon services. Amendments shall only be effective when signed by the County and Contractor pursuant to:

1. Change Initiation

The Change Initiation step will be used to begin the process. Anyone involved in the engagement effort - such as a County representative, a Contractor team member, or an external party team member - can initiate a Change Request Form. The originator gives the form to the Contractor Project Manager for log entry. The completeness of the information provided will be checked, and will be assigned a unique number to the change request.

2. Change Validation

The Change Validation step is performed by the individual designated by the Contractor Project Manager. The evaluation will be completed as either a change request (significant enough to impact cost, schedule, or resources) or be placed on the project issue log. If the item is placed on the project issue log, the evaluator selects the impact level (1=major, no work around identified, 2=major, with work around, 3=minor) and the source of the defect (baseline source code, County data, or County specific code).

3. Initial Impact Analysis

The Initial Impact Analysis step is performed by the individual designated by the Contractor Project Manager. The following are outlined: Affected Requirements, Proposed Alternatives, Impact on Cost, Impact on Schedule, Impact on Resources, and Estimated Cost of Detailed Impact Analysis.

4. Initial Review Results and Approvals

The Initial Review Results step will be completed by the County Project Manager and the Contractor Project Manager. Agreement can be reached for one of four optional next steps:

- a. If the initial impact analysis is of sufficient detail, the change can be approved and forwarded to the Contractor Project Manager for implementation.
- b. If insufficient detail was provided for a final decision but the change request needs additional study or justification, the change will be forwarded for assignment and detailed analysis.

- c. The request can be deferred to a future date, or the request can be rejected and closed.

5. Detailed Impact Analysis

- a. A Detailed Impact Analysis step will be completed by the assigned evaluator(s) for each proposed option in recommended priority order (i.e., 1 of 3 is the recommended solution, 3 of 3 is the least desirable).
- b. The Affected Requirements should include all known documents and components that will need to be updated when the change is implemented including scope, Software Requirement, Software Design, form and reports, test plans, etc.
- c. The Proposed Alternative includes a description of the proposed change (one per sheet).
- d. The Impact on Cost is entered as hours of estimated work by resource (programmers, analysts, testers, technical writers, etc.).
- e. The Impact on Schedule reflects any anticipated project delays that are anticipated as a result of implementing the request - it should be noted if time delays can be mitigated with additional resources.
- f. The Impact on Resources reflects any special resource requirement that is currently not available (i.e. hardware, staff experience, etc.).

6. Detailed Review Results and Approvals

The Detailed Review Results are completed by the County Project Manager and the Contractor Project Manager. Agreement at this stage of the process can be reached for one of three optional next steps:

- a. The change can be approved and forwarded to the Contractor Project Manager for implementation.
- b. The request can be deferred to a future date.
- c. The request can be rejected and closed.

7. Implementation

The Implementation section is completed when implementation is approved and assigned as work. The Contractor Project Manager will be responsible for keeping the Contractor Project Plan up-to-date.

8. Verification and Closure

When the Contractor Project Manager is notified that the change has been successfully implemented, the status of the request in the Change Control Log will be updated, the change related documentation will be archived, and the request closed. The County Project Manager and/or the Contractor Project Manager, as applicable, will include a report of the status time period that lists all new change requests, open change requests (indicating their status), and closed change requests. The Contractor Project Manager and the County Project Manager shall mutually agree on signoff criteria for change control items.

Change Request Form

Person initiating change request

Date: May 02,2011

Name:

Phone:

County:

Email:

Change Request Number:

Date approved/denied/referred:

Type of Change (select all that apply):

Scope

Timeline

Budget

Deliverable

Resources

Proposed change:

Contractor Responsibilities:

County Responsibilities:

Completion Criteria:

Signatures

Signature of County Representative

Date

Printed Name of County Representative

Signature of Contractor Project Manager

Date

Printed Name of Contractor Project Manager

EXHIBIT F**Contractor Travel and Per Diem Policy**

- 1.0 All contract-related travel plans and arrangements shall be prior-approved by the County Contract Administrator.
- 2.0 Lodging, per diem and incidental expenses incurred in performance of Maricopa County/Special District (County) contracts shall be reimbursed based on current U.S. General Services Administration (GSA) domestic per diem rates for Phoenix, Arizona. Contractors must access the following internet site to determine rates (no exceptions): www.gsa.gov
 - 2.1 Additional incidental expenses (i.e., telephone, fax, internet and copying charges) shall not be reimbursed. They should be included in the contractor's hourly rate as an overhead charge.
 - 2.2 The County will not (under no circumstances) reimburse for Contractor guest lodging, per diem or incidentals.
- 3.0 Commercial air travel shall be reimbursed as follows:
 - 3.1 Coach airfare will be reimbursed by the County. Business class airfare may be allowed only when preapproved in writing by the County Contract Administrator as a result of the business need of the County when there is no lower fare available.
 - 3.2 The lowest direct flight airfare rate from the Contractors assigned duty post (pre-defined at the time of contract signing) will be reimbursed. Under no circumstances will the County reimburse for airfares related to transportation to or from an alternate site.
 - 3.3 The County will not (under no circumstances) reimburse for Contractor guest commercial air travel.
- 4.0 Rental vehicles may only be used if such use would result in an overall reduction in the total cost of the trip, not for the personal convenience of the traveler. Multiple vehicles for the same set of travelers for the same travel period will not be permitted without prior written approval by the County Contract Administrator.
 - 4.1 Purchase of comprehensive and collision liability insurance shall be at the expense of the contractor. The County will not reimburse contractor if the contractor chooses to purchase these coverage.
 - 4.2 Rental vehicles are restricted to sub-compact, compact or mid-size sedans unless a larger vehicle is necessary for cost efficiency due to the number of travelers. (NOTE: contractors shall obtain pre-approval in writing from the County Contract Administrator prior to rental of a larger vehicle.)
 - 4.3 County will reimburse for parking expenses if free, public parking is not available within a reasonable distance of the place of County business. All opportunities must be exhausted prior to securing parking that incurs costs for the County. Opportunities to be reviewed are the DASH; shuttles, etc. that can transport the contractor to and from County buildings with minimal costs.
 - 4.4 County will reimburse for the lowest rate, long-term uncovered (e.g. covered or enclosed parking will not be reimbursed) airport parking only if it is less expensive than shuttle service to and from the airport.
 - 4.5 The County will not (under no circumstances) reimburse the Contractor for guest vehicle rental(s) or other any transportation costs.
- 5.0 Contractor is responsible for all costs not directly related to the travel except those that have been pre-approved by the County Contract Administrator. These costs include (but not limited to) the following: in-room movies, valet service, valet parking, laundry service, costs associated with storing luggage at a hotel,

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fuel costs associated with non-County activities, tips that exceed the per diem allowance, health club fees, and entertainment costs. Claims for unauthorized travel expenses will not be honored and are not reimbursable.

- 6.0 Travel and per diem expenses shall be capped at 15% of project price unless otherwise specified in individual contracts

EXHIBIT G

Sample Project Plan

Initialization Phase	40.88 days	Fri 7/15/11	Fri 9/9/11	
Gather and Review all Project Documents	2 days	Fri 7/15/11	Mon 7/18/11	NDT PMO Team
Sales Hand-off/Implementation Kick-off Meeting	1 hr	Tue 7/19/11	Tue 7/19/11	Customer PM, NDT PMO Team
Initial Workbooks / Assignments	25.13 days	Tue 7/19/11	Tue 8/23/11	
Provide Workbooks and Implementation Questionnaire	1 hr	Tue 7/19/11	Tue 7/19/11	NDT PMO Team
Complete Implementation Questionnaire	1 wk	Tue 7/19/11	Tue 7/26/11	Customer PM, Customer SME
Complete Installation Workbook	1 wk	Tue 7/19/11	Tue 7/26/11	Customer IT Staff, Customer PM
Create Workflow Diagrams	4 wks	Tue 7/19/11	Tue 8/16/11	Customer PM, Customer SME
Complete Code Table Workbook	1 wk	Tue 8/16/11	Tue 8/23/11	Customer PM, Customer SME
Complete Agency Persons Workbook	1 wk	Tue 8/16/11	Tue 8/23/11	Customer PM, Customer SME
Complete Statute Workbook	1 wk	Tue 8/16/11	Tue 8/23/11	Customer PM, Customer SME
Server / Hardware Acquisition and Setup	33 days	Fri 7/15/11	Tue 8/30/11	
Make Hardware Purchases (If Necessary)	4 wks	Fri 7/15/11	Thu 8/11/11	Customer IT Staff, Customer PM
Setup Server (Add to Network, Connect to Domain, Configure Security)	3 days	Fri 8/12/11	Tue 8/16/11	Customer IT Staff
Installation of Operating System and Basic Software	2 wks	Wed 8/17/11	Tue 8/30/11	Customer IT Staff
Setup Active Directory Groups and Accounts	3 days	Wed 8/17/11	Fri 8/19/11	
JustWare Impersonation Account	1 day	Wed 8/17/11	Wed 8/17/11	Customer IT Staff
New Dawn Support AD Account	1 day	Thu 8/18/11	Thu 8/18/11	Customer IT Staff
JustWare User AD Groups	1 day	Fri 8/19/11	Fri 8/19/11	Customer IT Staff
Remote Connection	7.88 days	Mon 8/22/11	Wed 8/31/11	
Identify the Remote Connection Method	1 hr	Mon 8/22/11	Mon 8/22/11	Customer IT Staff
Establish the Remote Connection	3 hrs	Wed 8/31/11	Wed 8/31/11	NDT Support, Customer IT Staff
Test Remote Connection	4 hrs	Wed 8/31/11	Wed 8/31/11	NDT Support, Customer IT Staff
Installation	7 days	Wed 8/31/11	Fri 9/9/11	
JustWare	4.13 days	Wed 8/31/11	Tue 9/6/11	
Provide Installation Files	1 day	Wed 8/31/11	Thu 9/1/11	NDT PMO Team
SQL Server Installation (If Necessary)	3 days	Wed 8/31/11	Mon 9/5/11	Customer IT Staff
JustWare Installation on Server(s)	3 days	Thu 9/1/11	Tue 9/6/11	NDT Support, Customer IT Staff
Test JustWare Installation (Log in With Admin Account)	1 hr	Tue 9/6/11	Tue 9/6/11	NDT Support, Customer IT Staff
JustWare Installation Signoff	0 days	Tue 9/6/11	Tue 9/6/11	Customer PM, NDT PMO Team
Import Data From Workbooks	1 day	Tue 9/6/11	Wed 9/7/11	
Code List Import	1 day	Tue 9/6/11	Wed 9/7/11	NDT PMO Team
Agencies and Persons List Import	1 day	Tue 9/6/11	Wed 9/7/11	NDT PMO Team
Statute List Import	1 day	Tue 9/6/11	Wed 9/7/11	NDT PMO Team
Document Author Software Installation	0.13 days	Wed 9/7/11	Wed 9/7/11	
Installation of Document Author Software	1 hr	Wed 9/7/11	Wed 9/7/11	NDT Support, Customer IT Staff
Document Author Installation Signoff	0 days	Wed 9/7/11	Wed 9/7/11	Customer PM, NDT PMO Team
JustWare API	3 days	Tue 9/6/11	Fri 9/9/11	
Send/Download Installation Files	1 day	Tue 9/6/11	Wed 9/7/11	NDT PMO Team
API Installation	2 days	Wed 9/7/11	Fri 9/9/11	NDT Support
API installation Signoff	0 days	Fri 9/9/11	Fri 9/9/11	Customer PM, NDT PMO Team
Setup and Installations Signoff (Milestone)	0 days	Wed 9/7/11	Wed 9/7/11	Customer PM, NDT PMO Team

□ Planning Phase	31.5 days	Thu 9/8/11	Fri 10/21/11	
Prepare Start Meeting Documents	1 day	Thu 9/8/11	Fri 9/9/11	NDT PM
▣ Project Start Meeting and Requirements Gathering	3 days	Mon 9/19/11	Thu 9/22/11	
Implementation Overview	4 hrs	Mon 9/19/11	Tue 9/20/11	Customer PM, NDT PM
Contract Review	4 hrs	Tue 9/20/11	Tue 9/20/11	Customer PM, NDT PM
Implementation Goals and Priorities Workshop	4 hrs	Tue 9/20/11	Wed 9/21/11	Customer PM, NDT PM
Project Roles and Responsibilities Workshop	4 hrs	Wed 9/21/11	Wed 9/21/11	Customer PM, NDT PM
▣ Installation and Security Workshop	0.5 days	Wed 9/21/11	Thu 9/22/11	
System Access Requirements	1 hr	Wed 9/21/11	Wed 9/21/11	NDT PM, Customer SME, Customer PM
Remote User Access Requirements	1 hr	Wed 9/21/11	Wed 9/21/11	NDT PM, Customer SME, Customer PM
Data Partitioning / System User Access Restrictions	1 hr	Wed 9/21/11	Wed 9/21/11	NDT PM, Customer SME, Customer PM
Create Security Setup Task List	1 hr	Thu 9/22/11	Thu 9/22/11	NDT PM, Customer SME, Customer PM
Answer Questions	4 hrs	Thu 9/22/11	Thu 9/22/11	NDT PM, Customer SME, Customer PM
Start Meeting Completion	0 days	Thu 9/22/11	Thu 9/22/11	Customer PM, NDT PM
▣ Create Project Management Plan	22 days	Wed 9/21/11	Fri 10/21/11	
Complete and Deliver Change Management Plan	1 hr	Thu 9/22/11	Thu 9/22/11	NDT PM
Complete and Deliver Communications Management Plan	1 hr	Thu 9/22/11	Thu 9/22/11	NDT PM
▣ Plan for End User Buy In	16 days	Thu 9/22/11	Fri 10/14/11	
Identify Internal Marketing Strategy	3 days	Thu 9/22/11	Tue 9/27/11	Customer PM, NDT PM
Plan Buy In Activities	3 days	Tue 9/27/11	Fri 9/30/11	Customer PM, NDT PM
Execute Buy In Activities	6 days	Fri 9/30/11	Mon 10/10/11	Customer PM
Get and Analyze Feedback	3 days	Mon 10/10/11	Thu 10/13/11	Customer PM
Adjust Plan	1 day	Thu 10/13/11	Fri 10/14/11	Customer PM
▣ Complete and Deliver Project Plan	22 days	Wed 9/21/11	Fri 10/21/11	
Identify JustWare Administrators	1 day	Wed 9/21/11	Thu 9/22/11	Customer PM
Identify Functional Groups	1 day	Wed 9/21/11	Thu 9/22/11	Customer PM
Identify Key Subject Matter Expert(s)	1 day	Thu 9/22/11	Fri 9/23/11	Customer PM
▣ Office Specific Workshop(s) (Online)	15 days	Thu 9/22/11	Thu 10/13/11	
Review Workflow Diagram(s) / Create Task List	1 wk	Thu 9/22/11	Thu 9/29/11	NDT PM[10%], Customer SME, Customer PM
Review Documents and Reports / Create Task List	1 wk	Thu 9/29/11	Thu 10/6/11	NDT PM[10%], Customer SME, Customer PM
Gather and Submit Documents and Reports Specification to NDT	1 wk	Thu 10/6/11	Thu 10/13/11	Customer JW Admin, Customer SME
▣ Data Conversion Workshop	11 days	Thu 9/22/11	Fri 10/7/11	
Define Data Extraction Method and Format	1 wk	Thu 9/22/11	Thu 9/29/11	Customer PM, Customer SME
Gain Access to Legacy Data	1 day	Thu 9/29/11	Fri 9/30/11	Customer IT Staff, Customer PM
Data Mapping	1 wk	Fri 9/30/11	Fri 10/7/11	Customer SME, NDT PM[10%]
▣ Integration Workshop	11 days	Thu 9/22/11	Fri 10/7/11	
Review Integration Points (Defined During Contract Negotiations)	1 day	Thu 9/22/11	Fri 9/23/11	Customer PM
Plan Integration Development	2 wks	Fri 9/23/11	Fri 10/7/11	Customer PM, Customer SME
Prioritize Tasks	1 day	Thu 10/6/11	Fri 10/7/11	NDT PM, Customer SME, Customer PM
Finalize and Deliver Project Plan	2 wks	Fri 10/7/11	Fri 10/21/11	Customer PM, NDT PM
Project Plan Signoff	0 days	Fri 10/21/11	Fri 10/21/11	Customer PM, NDT PM

<input type="checkbox"/> Execution / Monitor and Control Phase	321 days?	Tue 10/4/11	Wed 12/26/12	
<input checked="" type="checkbox"/> Administrator Training	6 days	Tue 10/4/11	Wed 10/12/11	
Training Room Setup	1 day	Tue 10/4/11	Wed 10/5/11	Customer IT Staff
<input checked="" type="checkbox"/> Admin Training Session	4 days	Thu 10/6/11	Wed 10/12/11	
Basic System Training (Basic End User Training)	1 day	Thu 10/6/11	Fri 10/7/11	Customer JW Admin, NDT Imp Specialist
Code Table Management	1 day	Fri 10/7/11	Mon 10/10/11	Customer JW Admin, NDT Imp Specialist
Security	1 day	Mon 10/10/11	Tue 10/11/11	Customer JW Admin, NDT Imp Specialist
Administrative Tools	1 day	Tue 10/11/11	Wed 10/12/11	Customer JW Admin, NDT Imp Specialist
<input checked="" type="checkbox"/> Best Practices And Naming Conventions	0.13 days	Thu 10/6/11	Thu 10/6/11	
Data Entry Policies	1 hr	Thu 10/6/11	Thu 10/6/11	NDT PM, Customer SME, Customer PM
Reports	1 hr	Thu 10/6/11	Thu 10/6/11	NDT PM, Customer SME, Customer PM
Automated Documents	1 hr	Thu 10/6/11	Thu 10/6/11	NDT PM, Customer SME, Customer PM
Data Entry and Data Manipulation Views	1 hr	Thu 10/6/11	Thu 10/6/11	NDT PM, Customer SME, Customer PM
Ongoing Maintenance / Create Maintenance Setup Task List	1 hr	Thu 10/6/11	Thu 10/6/11	NDT PM, Customer SME, Customer PM
Document Policies and Procedures	1 hr	Thu 10/6/11	Thu 10/6/11	NDT PM, Customer SME, Customer PM
Administrator Training Completion	0 days	Wed 10/12/11	Wed 10/12/11	Customer PM, NDT PM
<input checked="" type="checkbox"/> System Configuration	70 days	Wed 10/12/11	Wed 1/18/12	
Configure Users and Security Profiles	2 wks	Wed 10/12/11	Wed 10/26/11	Customer JW Admin, Customer SME, NDT Imp Specialist
Configure Code Tables	3 wks	Wed 10/26/11	Wed 11/16/11	NDT Imp Specialist[25%], Customer SME, Customer JW Admin
Review Code Tables Against Workflows	3 wks	Wed 11/16/11	Wed 12/7/11	NDT Imp Specialist[25%], Customer SME, Customer JW Admin
Configure Tools and Utilities	6 wks	Wed 12/7/11	Wed 1/18/12	Customer JW Admin, NDT Imp Specialist
Configuration Signoff (Milestone)	0 days	Wed 1/18/12	Wed 1/18/12	NDT PM, Customer PM
<input checked="" type="checkbox"/> Business Intelligence Services	152 days?	Wed 11/16/11	Fri 6/15/12	
New Dawn Development	1200 hrs	Wed 11/16/11	Wed 6/13/12	NDT BI Developer[50%]
Review	1200 hrs	Fri 11/18/11	Fri 6/15/12	Customer SME[50%], Customer PM[50%]
Maricopa Staff Report and Document Development	1 day?	Fri 1/20/12	Mon 1/23/12	Customer SME
Review of Maricopa Documents and Reports	1 day?	Mon 1/23/12	Tue 1/24/12	Customer SME
Business Intelligence Signoff (Milestone)	0 days	Fri 6/15/12	Fri 6/15/12	Customer SME, Customer PM, NDT PM
<input checked="" type="checkbox"/> Data Conversion Development (Sample ONLY!)	56 days	Wed 1/18/12	Thu 4/5/12	
Initial Development	4 wks	Wed 1/18/12	Wed 2/15/12	NDT Developer
First Iteration Delivery	1 day	Wed 2/15/12	Thu 2/16/12	Customer PM, Customer IT Staff, NDT PM
Review and Provide Feedback	2 wks	Thu 2/16/12	Thu 3/1/12	Customer SME, Customer JW Admin
Second Iteration Development	2 wks	Thu 3/1/12	Thu 3/15/12	NDT Developer
Second Iteration Delivery	1 day	Thu 3/15/12	Fri 3/16/12	Customer PM, Customer IT Staff, NDT PM
Review and Provide Feedback	1 wk	Fri 3/16/12	Fri 3/23/12	Customer SME, Customer JW Admin
Third Iteration Development	1 wk	Fri 3/23/12	Fri 3/30/12	NDT Developer
Third Iteration Delivery	1 day	Fri 3/30/12	Mon 4/2/12	Customer PM, Customer IT Staff, NDT PM
Review Third Iteration	3 days	Mon 4/2/12	Thu 4/5/12	Customer SME, Customer JW Admin
Complete Data Conversion Sign off (Milestone)	0 days	Thu 4/5/12	Thu 4/5/12	Customer PM, NDT PM

End User Training (Example)	35 days	Fri 6/15/12	Fri 8/3/12	
Plan End User Training	1 wk	Fri 6/15/12	Fri 6/22/12	Customer PM, NDT PM
Create and Gather Materials	1 wk	Fri 6/22/12	Fri 6/29/12	Customer PM, NDT PM
Training Room Setup	1 day	Wed 7/11/12	Thu 7/12/12	Customer IT Staff
Session One (Sample Agenda)	1 day	Fri 7/13/12	Mon 7/16/12	
Searching	1 hr	Fri 7/13/12	Fri 7/13/12	NDT Imp Specialist
Data Entry	3 hrs	Fri 7/13/12	Mon 7/16/12	NDT Imp Specialist
Document Automation and Reports	1 hr	Mon 7/16/12	Mon 7/16/12	NDT Imp Specialist
Financial Tracking	1 hr	Mon 7/16/12	Mon 7/16/12	NDT Imp Specialist
Case Closing	2 hrs	Mon 7/16/12	Mon 7/16/12	NDT Imp Specialist
Session Two	2 days	Mon 7/16/12	Wed 7/18/12	NDT Imp Specialist
Session Three	2 days	Wed 7/18/12	Fri 7/20/12	NDT Imp Specialist
Session Four	2 days	Fri 7/20/12	Tue 7/24/12	NDT Imp Specialist
Session Five	2 days	Tue 7/24/12	Thu 7/26/12	NDT Imp Specialist
Session Six	2 days	Thu 7/26/12	Mon 7/30/12	NDT Imp Specialist
Session Seven	2 days	Mon 7/30/12	Wed 8/1/12	NDT Imp Specialist
Session Eight	2 days	Wed 8/1/12	Fri 8/3/12	NDT Imp Specialist
End User Training Completion	0 days	Fri 8/3/12	Fri 8/3/12	Customer PM, NDT PM
System Go Live	10 days	Fri 8/3/12	Fri 8/17/12	
Discontinue Entry into Legacy System	0 days	Fri 8/3/12	Fri 8/3/12	Customer PM
Complete Live Data Conversion	0 days	Fri 8/3/12	Fri 8/3/12	
Provide Conversion Data for Go-live from Legacy System	0 days	Fri 8/3/12	Fri 8/3/12	Customer IT Staff, Customer PM
Convert Data for Go-live	0 days	Fri 8/3/12	Fri 8/3/12	NDT Developer
Load Converted Data to Production Server	0 days	Fri 8/3/12	Fri 8/3/12	NDT Developer, NDT Imp Specialist
System Go-Live	0 days	Fri 8/3/12	Fri 8/3/12	Customer PM, NDT PM
Onsite Go live Support	2 wks	Fri 8/3/12	Fri 8/17/12	NDT Imp Specialist
Go Live Completion	0 days	Fri 8/17/12	Fri 8/17/12	Customer PM, NDT PM
Business Intelligence development Training	2 days	Wed 1/18/12	Fri 1/20/12	
JDA Training / Document Author Training	8 hrs	Wed 1/18/12	Thu 1/19/12	NDT Imp Specialist
Report Author Training	8 hrs	Thu 1/19/12	Fri 1/20/12	NDT Imp Specialist
Training Signoff	0 days	Fri 1/20/12	Fri 1/20/12	Customer PM, NDT PM
Post Go Live Review And Assistance	3 days	Fri 12/21/12	Wed 12/26/12	NDT Imp Specialist
Closing Phase	11.13 days	Wed 12/26/12	Thu 1/10/13	
Verify all Deliverables are Complete	1 wk	Wed 12/26/12	Wed 1/2/13	Customer PM, NDT PM
Complete Project Documentation	1 wk	Wed 1/2/13	Wed 1/9/13	NDT PM
Deliver Project Documentation	1 day	Wed 1/9/13	Thu 1/10/13	NDT PM
Support Handoff Meeting	1 hr	Thu 1/10/13	Thu 1/10/13	Customer JW Admin, Customer PM, NDT PM, NDT Support
Final Project Sign Off	0 days	Thu 1/10/13	Thu 1/10/13	Customer PM, NDT PM

NEW DAWN JOURNAL TECHNOLOGIES INC., 843 SOUTH 100 WEST, LOGAN, UT 84321

PRICING SHEET: NIGP CODE 2096702

Vendor Number: 2011000875 0

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2016.**

AMENDMENT REQUEST FORM

CUSTOMER:	MARICOPA COUNTY PUBLIC AND LEGAL DEFENDER'S OFFICE	CONTRACT #:	11054-IGA
DATE:	MARCH 19, 2014	AMENDMENT #:	001

PROPOSED CHANGE

It is proposed that the contract between New Dawn Technologies and Maricopa County Public and Legal Defender's be amended as follows:

- Conversion of Business Intelligence (BI) hours to cover the cost of 25 additional JustWare user licenses and the support costs. The pricing included in the original contract will be used for this change agreement. Licenses are \$550 per license. BI hours are \$100 per hour.
- This change agreement will reduce the contracted BI hours from 600 to 386 hours.
- NDT will remit an invoice for the new licenses upon completion and signature of this change agreement. Invoice amount will be \$13,750. All invoicing requirements will apply as outlined in the existing contract.
- Support and Subscription Fees outlined in the contract will also be adjusted for the new licenses. The adjusted amounts for year Three (due 10/1/14) will be \$129,131.00 and year Four (due 10/1/15) will be \$135,588.00.
- New user licenses are governed under all applicable license and support agreements as outlined in the contract.

NEW DAWN RESPONSIBILITIES

New Dawn will update any and all project documentation to reflect said change. Upon completion and signature of this change form, NDT will facilitate the invoicing process.

MARICOPA COUNTY PUBLIC AND LEGAL DEFENDER'S OFFICE RESPONSIBILITIES

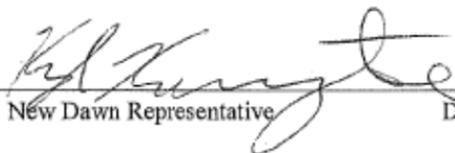
Maricopa County Public and Legal Defender's Office will update any all project documentation to reflect said change.

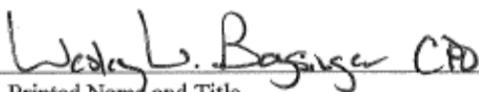
COMPLETION CRITERIA

This change is considered complete once signed below by authorized representatives.

SIGNATURES:


 Chief Procurement Officer 3/21/14
 Date


 New Dawn Representative 3/21/14
 Date


 Wesley L. Bagner CAPD
 Printed Name and Title

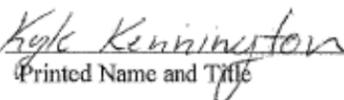

 Kyle Kennington
 Printed Name and Title

EXHIBIT A

PRICING

SERIAL: 11054-IGA
 NIGP CODE: 20967
 RESPONDENT NAME: New Dawn Technologies
 VENDOR NUMBER : 20110008750
 ADDRESS: 843 South 100 West
Logan, UT 84321
 P.O. ADDRESS: _____
 TELEPHONE NUMBER: (877) 589.8927
 FACSIMILY NUMBER: (435) 774.1309
 WEB SITE: www.newdawn.com
 REPRESENTATIVE: Bart Liechty
 REPRESENTATIVE E-MAIL: blichty@newdawn.com

YES NO REBATE

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: YES NO

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: YES NO

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: YES NO %

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

Use of a payment card costs us 3.42% on all transactions, this charge will be the responsibility of the customer.

PAYMENT TERMS: RESPONDENT IS REQUIRED TO PICK ONE OF THE FOLLOWING.

FAILURE TO CHOOSE PAYMENT TERMS WILL RESULT IN A DEFAULT TO NET 30 DAYS.

- | | | |
|---|---|---|
| <input type="checkbox"/> NET 10 DAYS | <input type="checkbox"/> NET 45 DAYS | <input type="checkbox"/> 1% 10 DAYS NET 30 DAYS |
| <input type="checkbox"/> NET 15 DAYS | <input type="checkbox"/> NET 60 DAYS | <input type="checkbox"/> 2% 30 DAYS NET 31 DAYS |
| <input type="checkbox"/> NET 20 DAYS | <input type="checkbox"/> NET 90 DAYS | <input type="checkbox"/> 1% 30 DAYS NET 31 DAYS |
| <input checked="" type="checkbox"/> NET 30 DAYS | <input type="checkbox"/> 2% 10 DAYS NET 30 DAYS | <input type="checkbox"/> 5% 30 DAYS NET 31 DAYS |

Software

		List Price	Item Rebate	Discount	
750 775 named user licenses	JustWare Defender	\$3,250.00	(\$2,700.00)	(\$2,025,000.00)	\$426,250.00 412,500.00
1 database license	JustWare API				\$55,000.00
Total Software:					\$481,250.00 467,500.00

Services

		List Price	Item Rebate	Discount	Travel Per Diem		
8 hours	Document Author Training - Online	\$190.00	(\$30.00)	(\$240.00)			\$1,280.00
	Project Management		(\$40.00)	(\$15,600.00)			\$58,500.00
200 hours	JustWare Configuration	\$190.00	(\$30.00)	(\$6,000.00)	5	25	\$32,000.00
8 hours	JustWare XML (JWXML) Enhancement Training - Online	\$190.00	(\$30.00)	(\$240.00)			\$1,280.00
64 hours	Project Documentation Services	\$125.00	(\$25.00)	(\$1,600.00)			\$6,400.00
8 hours	JustWare Online Installation	\$125.00	(\$25.00)	(\$200.00)			\$800.00
64 hours	JustWare Onsite Implementation Team Training	\$190.00	(\$30.00)	(\$1,920.00)	2	8	\$10,240.00
24 hours	JustWare Onsite Start Meeting & Req. Gathering	\$190.00	(\$30.00)	(\$720.00)	1	3	\$3,840.00
24 hours	JustWare Post 90 Days Go Live Onsite Assistance	\$190.00	(\$35.00)	(\$840.00)	1	3	\$3,720.00
8 hours	JustWare Report Author Training - Online	\$190.00	(\$30.00)	(\$240.00)			\$1,280.00
200 hours	JustWare Onsite Training & Go Live (multi-trainer)	\$380.00	(\$80.00)	(\$16,000.00)	10	50	\$60,000.00
386 600 hours	Business Intelligence Services	\$125.00	(\$25.00)	(\$9,655.25) (\$15,000.00)			\$38,621.00 \$60,000.00
Total Services:							\$217,961.00 239,340.00

Travel and Per Diem

89 days	Per Diem					\$28,925.00
19 trips	Travel					\$14,250.00
Total Travel and Per Diem:						\$43,175.00

Add-on and third party software

5 developer licenses	Document Author Software					\$1,875.00
200 named users	Document Imaging					\$18,000.00
Total Add-on and third party software:						\$19,875.00

Total for Software, Services, Travel & Per Diem and Add-on and third party software: \$762,261.00
769,890.00

Support & Subscription Fees

	List Price	Item Rebate	Discount	
JustWare Support and Upgrades	\$747.00	(\$612.00)	(\$459,000.00)	\$101,250.00
JustWare API annual support & upgrades				\$12,500.00

First Support Payment Due 15 months after contract signing -- Due October 1, 2012: \$113,750.00

Year Two Support & Subscription Fees - Due October 1, 2013: \$119,438.00

Year Three Support & Subscription Fees - Due October 1, 2014: \$129,131.00

~~125,419.00~~

Year Four Support & Subscription Fees - Due October 1, 2015: \$135,588.00

~~131,680.00~~

Total Implementation Cost Including First Support Payment: \$876,011.00

~~883,640.00~~

Total Five Year Cost: \$1,260,168.00

Payment Milestones

	Total	Contract Signing	
Document Author Software	\$1,875.00	\$1,875.00	\$0.00
JustWare API	\$55,000.00	\$55,000.00	\$0.00
	Total	Contract Signing	Installation and Acceptance
JustWare Defender	\$412,500.00	\$103,125.00	\$309,375.00
Document Imaging	\$18,000.00	\$9,000.00	\$9,000.00
	Total	As Services Provided	90 Days after Contract Signing
Travel	\$14,250.00	\$14,250.00	\$0.00
Per Diem	\$28,925.00	\$28,925.00	\$0.00
JustWare Onsite Start Meeting & Req. Gathering	\$3,840.00	\$3,840.00	\$0.00
JustWare XML (JWXML) Enhancement Training - Online	\$1,280.00	\$1,280.00	\$0.00
JustWare Online Installation	\$800.00	\$800.00	\$0.00
JustWare Onsite Administrator Training	\$10,240.00	\$10,240.00	\$0.00
JustWare Post 90 Days Go Live Onsite Assistance	\$3,720.00	\$3,720.00	\$0.00
JustWare Report Author Training - Online	\$1,280.00	\$1,280.00	\$0.00
Document Author Training - Online	\$1,280.00	\$1,280.00	\$0.00
	Total	Installation and Acceptance	Go-Live
Project Management	\$58,500.00	\$14,625.00	\$43,875.00
	Total	15 Months After Contract Signing	Annually Recurring
JustWare API annual support & upgrades			

	\$12,500.00	\$12,500.00	\$12,500.00
JustWare Support and Upgrades	\$101,250.00	\$101,250.00	\$101,250.00
	Total	Go-Live	90 Days after Contract Signing
JustWare Onsite Training & Go Live (multi-trainer)	\$60,000.00	\$60,000.00	\$0.00
	Total	Go-Live	Go-Live
Project Documentation Services	\$6,400.00	\$6,400.00	\$0.00
	Total	As services provided	90 Days after Contract Signing
JustWare Configuration	\$32,000.00	\$32,000.00	\$0.00
	Total	Upon Invoice	Go-Live
Business Intelligence Services	\$38,621.00 60,000.00	\$38,621.00 60,000.00	\$0.00

Software, Services and Implementation

Total due—Contract Signing: \$169,000.00
 Total due—Installation and Acceptance: ~~\$346,750.00~~ 333,000.00
 Total due— As Services Provided: \$97,615.00
 Total due— Go-Live: \$110,275.00
 Total due— Upon Invoice: ~~\$38,621.00~~ 60,000.00

Support & Subscription Fees

First Support Payment Due 15 months after contract signing -- Due October 1, 2012: \$113,750.00
 Year Two Support & Subscription Fees Estimate - Due October 1, 2013: \$119,438.00
 Year Three Support & Subscription Fees Estimate - Due October 1, 2014: ~~\$129,131.00~~ 125,410.00
 Year Four Support & Subscription Fees Estimate - Due October 1, 2015: ~~\$135,588.00~~ 131,680.00