

**AUTHORIZED FEDERAL SUPPLY SERVICE
INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES**

Special Item No. 132-32 Term Software Licenses
Special Item No. 132-34 Maintenance of Software

SIN 132-32 - TERM SOFTWARE LICENSES

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers

Application Software
Microcomputers

Application Software

Note 1: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

Note 2: Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

Note 3: This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performance by the publisher or manufacturer or one of their authorized agents.

SIN 132-34 - MAINTENANCE OF SOFTWARE

NOTE: Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interfaces may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

**New Dawn Technologies
843 South 100 West
Logan, UT 84321
(435) 713-2100
www.newdawntech.com**

Contract Number: _____ GS-35F-0518U _____

Period Covered by Contract: _____ 7/29/2008 thru 7/28/2013 _____

General Services Administration
Federal Supply Service

Pricelist current through Modification # _____, dated _____.

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing the Federal Supply Service's Home Page via the Internet at <http://www.fss.gsa.gov/>.

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**INFORMATION FOR ORDERING ACTIVITIES
APPLICABLE TO ALL SPECIAL ITEM NUMBERS**

SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Supply Schedules Program. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service (www.fss.gsa.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Supply Service Home Page (www.fss.gsa.gov) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. GEOGRAPHIC SCOPE OF CONTRACT:

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

- The Geographic Scope of Contract will be domestic and overseas delivery.
 The Geographic Scope of Contract will be overseas delivery only.
 The Geographic Scope of Contract will be domestic delivery only.

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

**New Dawn Technologies
843 South 100 West
Logan, UT 84321
DUNS Number: 967459983**

Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards **will** be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:

**(877) 587-8927
(877) 587-8927 ext. 2**

3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. STATICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:

Block 9: G. Order/Modification Under Federal Schedule
 Block 16: Data Universal Numbering System (DUNS) Number: **967459983**
 Block 30: Type of Contractor : **Other Small Business**

Block 31: Woman-Owned Small Business: **No**
 Block 36: Contractor's Taxpayer Identification Number (TIN): **87-0626854**

- 4a. CAGE Code: **4TL75**
 4b. Contractor **has** registered with the Central Contractor Registration Database.

5. FOB DESTINATION

6. DELIVERY SCHEDULE

- a. TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
<u>132-32</u>	As negotiated on task order.
<u>132-34</u>	As negotiated on task order.

- b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. DISCOUNTS: Prices shown are NET Prices; Basic Discounts have been deducted.

- a. Prompt Payment: **Net 30 days** from receipt of invoice or date of acceptance, whichever is later.
 b. Quantity: **None**
 c. **Dollar Volume License Cost—see page 22.**
 d. Government Educational Institutions receive the same discount as the Federal Government.
 e. Other: **None**

8. TRADE AGREEMENTS ACT OF 1979, as amended:

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING: None

10. Small Requirements: The minimum dollar value of orders to be issued is **\$100.**

11. MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)

- a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:

Special Item Number 132-32 – Term Software License
Special Item Number 132-34 – Maintenance of Software

12. ORDERING PROCEEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS

REQUIREMENTS: ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):

Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS): Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Supply Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2001)

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. The Industrial Funding Fee does NOT apply to travel and per diem charges.

NOTE: Refer to FAR Part 31.205-46 Travel Costs, for allowable costs that pertain to official company business travel in regards to this contract.

- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.

- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES: Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See C.1.)

16. GSA ADVANTAGE!

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.fss.gsa.gov/>.

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if-**

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

- (1) Time of delivery/installation quotations for individual orders;
- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
- (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

19. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

NONE

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. BLANKET PURCHASE AGREEMENTS (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

21. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

23. SECTION 508 COMPLIANCE.

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following:

www.justware.com/508

The EIT standard can be found at: www.Section508.gov/.

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order

- (a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and
- (b) The following statement:
This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)

- (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—
 - (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
 - (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY.

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

27. ADVANCE PAYMENTS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

**TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES
(SPECIAL ITEM NUMBER 132-32) AND MAINTENANCE
(SPECIAL ITEM NUMBER 132-34)**

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. GUARANTEE/WARRANTY

a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.

New Dawn warrants, for the benefit of the Customer 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 New Dawn. New Dawn's sole obligation thereafter, and Customer's exclusive remedy, for any defect or nonconformity in the Non-New Dawn Products shall be to cooperate with the Customer 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 Customer's exclusive remedy for any defect in the New Dawn Software Modules, New Dawn 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 New Dawn's Software Support Agreement(s), which shall be executed hereafter. New Dawn shall not be liable to Customer 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 New Dawn under the Agreement, whether or not New Dawn is aware of or has been advised of any such claims or demands.

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. **Limitation of Liability.** Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

3. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number **(877) 587-8927** for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from **7 a.m. to 6 p.m. Mountain Standard time.**

4. SOFTWARE MAINTENANCE

a. Software maintenance service shall include the following:

New Dawn Responsibilities

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

- (1) Provide response to support requests made by a JustWare Application Administrator through any of the standard methods of contact within four (4) hours during the Hours of Operation.
- (2) Use all reasonable diligence in correcting verifiable and reproducible errors when reported to New Dawn. New Dawn shall, after verifying that such an error is present, initiate work in a diligent manner toward development

of a solution. Following completion of the solution, New Dawn shall provide the solution through a temporary fix, and New Dawn shall include the solution in all subsequent versions of the Software. New Dawn shall not be responsible for correcting errors in any version of the Software other than the most recent version. New Dawn shall not be responsible for correcting errors as a result of hardware failure including, but not limited to, failure caused by wiring, networks, modems, phone lines, power, or connectors. New Dawn shall not be responsible for any errors caused by hardware limitations due to insufficient memory, disk storage or processing power, problems caused by hardware failure, any loss of data or problem deemed as a result of an operator, any problems caused by incorrectly installed, configured, or maintained operating system, or versions of the operating system not supported by New Dawn. New Dawn shall not be responsible for problems with, or caused by any hardware or third party software not supported by New Dawn. New Dawn shall not be responsible for problems with, or caused by software, processes, or interfaces not provided by New Dawn as part of this Agreement, that interact with the Software or Software database unless stated in additional Support Agreements.

- (3) New Dawn shall not be responsible for configuring, maintaining, and upgrading the operating system including, but not limited to, backups and restores, fixes, and patches.
- (4) Provide recommendations on the configuration and use of the Software and related hardware or software to meet the Customer's operational needs.
- (5) New Dawn shall be responsible for maintaining and administering a certification process for JustWare Application Administrators.
- (6) Respond to Customer's requests for additional functionality enhancements to the Software, provided that such enhancements shall be mutually agreed to by New Dawn and the Customer.
- (7) Provide regular versions of the Software including new functionality and enhancements, patches and fixes at no cost to the Customer. These versions may contain new functionality and fixes not specifically requested by the Customer. New Dawn will provide supplemental software and hardware requirements, recommendations and documentation per version of the Software.
- (8) New Dawn shall treat all information, data or files provided by Customer as confidential, maintaining secure access to such material only for New Dawn support personnel for purposes of investigating or solving a support request.
- (9) Standard methods of contact include:

Telephone: 877.587.8927

Email: support@newdawntech.com

Web and support forums: www.newdawntech.com/support

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

Fax: 603.308.8138

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

Customer Responsibilities

- (1) Retain one or more certified JustWare Application Administrator(s) on staff responsible for the regular maintenance and configuration of the Software. New Dawn must be provided the name and contact information for any JustWare Application Administrator. These individuals must receive JustWare Application Administrator Training and certification testing within 90 days of notice to qualify for support. If turnover occurs for Customer's designated JustWare Application Administrator(s), Customer must arrange with New Dawn for certification and re-training. Support requests by anyone not identified and qualified as a certified JustWare Application Administrator are subject to higher support fee increases.
- (2) Provide and maintain a dedicated connection, approved by New Dawn, to the Software's database and/or application server. This connection is to be available and accessible by New Dawn support personnel during the Hours of Operation for the purposes of providing software support and upgrades. This connection must provide full screen access to the server with full administrative rights to publish information and make changes to the JustWare database and one or more network file locations.
- (3) Provide New Dawn support personnel with accurate configuration information, screen shots, or other files and documentation as required for a support request.
- (4) Maintain all Customer data including but not limited to the backup of data stored in the JustWare database, custom documents and reports, and configuration files.
- (5) 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.

- (6) Keep current with the latest versions of the Software to receive accurate support. New Dawn will provide support only on the current version of the Software and two (2) prior versions.
- (7) All communications by Customer to New Dawn must be in the English language.

Disclaimer of Warranty and Limitation of Liability

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

Term and Termination of Service

- (1) This Agreement will commence on the date set forth in the Contract Signing section of this Agreement for JustWare Support and continue in effect during the initial term for a period of one (1) year, unless otherwise specified, or if JustWare Support is paid in advance. This Agreement will automatically renew for successive, one (1) year terms unless terminated by either New Dawn or Customer in accordance with this section, subject to Customer's payment of the applicable JustWare Support fee pursuant to the Fees listed below.
- (2) This Agreement shall immediately terminate upon the violation of the JustWare License Agreement.
- (3) This Agreement may be terminated by either party upon 30 days' prior written notice if the other party has materially breached the provisions of this Agreement and has not cured such breach within such notice period.

Fees

- (1) Customer shall pay New Dawn the JustWare Support fee as defined in the Payment Terms.
 - (2) New Dawn shall invoice Customer at the beginning of each JustWare Support term as defined above for the JustWare Support fee unless otherwise stated in the Payment Terms.
 - (3) Customer shall pay invoiced amounts immediately upon receipt of such invoices.
 - (4) Any amount not paid within 30 days after the invoice date shall bear interest at one and a half percent (1.5%) per month or the highest rate allowed by applicable law.
 - (5) Customers with outstanding JustWare Support invoices that exceed 90 days will be required to pay an hourly rate for support and will be required to purchase any upgrades or enhancements to the Software and this Agreement is suspended until the JustWare Support fee and interest fees are paid.
 - (6) Hourly rates for services and cost of software are determined by New Dawn.
 - (7) Support fee increases will not exceed 5% per year for Customers with certified JustWare Application Administrator(s).
 - (8) Support fee increases will not exceed 10% per year for Customers without certified JustWare Application Administrator(s).
 - (9) Support fee increases will not exceed 30% per year for Customer without JustWare Application Administrator(s) or who does not comply with Section 2a of this agreement.
 - (10) Annual support fees will increase upon the purchase of additional named user licenses, software and services. This increase and any additional purchases will be identified in additional Terms and Conditions and Payment Terms and signed by New Dawn and Customer.
- b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

5. PERIODS OF TERM LICENSES (132-32) AND MAINTENANCE (132-34)

- a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.
- b. Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.
- c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.

- d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

- a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.
- b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.
- c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.
- d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to None % of all term license payments during the period that the software was under a term license within the ordering activity.

7. TERM LICENSE CESSATION

- a. After a software product has been on a continuous term license for a period of 12 * months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.
- b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number 132-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

8. UTILIZATION LIMITATIONS (132-32 AND 132-34)

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
- (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
 - (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of disaster recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

9. SOFTWARE CONVERSIONS (132-32)

Under a term license (132-32), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

11. RIGHT-TO-COPY PRICING

JustWare is sold on a named user basis and customers 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.

PRODUCTS AND SERVICES PRICELIST

**SIN 132-32
Term Software Licenses**

New Dawn Technologies	Term Software Licenses	
MFR Part Number	Product Description	GSA Price
JustWare Court	JustWare Court manages court cases in an easy-to-use, web-based application leveraging the latest Microsoft .NET technology. All functionality and design adheres to the technology standards defined by COSCA/NCSC.	Volume License Cost Per Named System User 1-10 \$2,619.50 11-30 \$2,436.54 31-50 \$2,265.67 51-75 \$2,075.52 76-100 \$1,963.01 101-150 \$1,877.17 151-200 \$1,798.19 201-250 \$1,723.23 251-300 \$1,650.69 301-350 \$1,581.37 351-400 \$1,514.47 401-450 \$1,450.80 451-500 \$1,390.35 501+ \$1,331.51
JustWare Prosecutor	JustWare Prosecutor combines the latest .NET technology into a feature-rich, web-based case management solution designed to meet case management, document & report automation needs for all your city, county and district attorney case types.	Volume License Cost Per Named System User 1-10 \$2,619.50 11-30 \$2,436.54 31-50 \$2,265.67 51-75 \$2,075.52 76-100 \$1,963.01 101-150 \$1,877.17 151-200 \$1,798.19 201-250 \$1,723.23 251-300 \$1,650.69 301-350 \$1,581.37 351-400 \$1,514.47 401-450 \$1,450.80 451-500 \$1,390.35 501+ \$1,331.51
JustWare Probation	JustWare Probation manages all of your probation and parole case types in an easy-to-use, web-based application that adheres to the case management standards defined by the APPA.	Volume License Cost Per Named System User 1-10 \$2,619.50 11-30 \$2,436.54 31-50 \$2,265.67 51-75 \$2,075.52 76-100 \$1,963.01 101-150 \$1,877.17 151-200 \$1,798.19 201-250 \$1,723.23 251-300 \$1,650.69 301-350 \$1,581.37 351-400 \$1,514.47 401-450 \$1,450.80 451-500 \$1,390.35 501+ \$1,331.51

JustWare Municipal Court	JustWare Municipal Court manages municipal court cases in an easy-to-use, web-based application leveraging the latest Microsoft .NET technology. All functionality and design adheres to the technology standards defined by COSCA/NACM.	Volume License CostPer Named System User Volume License Cost Per Named System User 1-10 \$2,619.50 11-30 \$2,436.54 31-50 \$2,265.67 51-75 \$2,075.52 76-100 \$1,963.01 101-150 \$1,877.17 151-200 \$1,798.19 201-250 \$1,723.23 251-300 \$1,650.69 301-350 \$1,581.37 351-400 \$1,514.47 401-450 \$1,450.80 451-500 \$1,390.35 501+ \$1,331.51
JustWare Pretrial	JustWare Pretrial meets the case management, workflow, interviewing, data collection, risk assessment, compliance monitoring, financial management, and document & report creation needs of justice and public safety agencies responsible for pretrial services.	Volume License Cost Per Named System User 1-10 \$2,619.50 11-30 \$2,436.54 31-50 \$2,265.67 51-75 \$2,075.52 76-100 \$1,963.01 101-150 \$1,877.17 151-200 \$1,798.19 201-250 \$1,723.23 251-300 \$1,650.69 301-350 \$1,581.37 351-400 \$1,514.47 401-450 \$1,450.80 451-500 \$1,390.35 501+ \$1,331.51
JustWare Defender	JustWare Defender combines the latest Microsoft .NET technology into an innovative, feature-rich, web-based case management solution designed to meet case management, time tracking, conflict checking, document & report automation needs for all your public & legal defender case types.	Volume License CostPer Named System User 1-10 \$2,619.50 11-30 \$2,436.54 31-50 \$2,265.67 51-75 \$2,075.52 76-100 \$1,963.01 101-150 \$1,877.17 151-200 \$1,798.19 201-250 \$1,723.23 251-300 \$1,650.69 301-350 \$1,581.37 351-400 \$1,514.47 401-450 \$1,450.80 451-500 \$1,390.35 501+ \$1,331.51

**SIN 132-34
Maintenance of Software**

New Dawn Technologies	SIN 132-34 Maintenance of Software	
MFR Part Number	Product Description	GSA Price
JustWare Court	Maintenance of JustWare Court Software.	Volume License Cost for Support Per License Per Year 1-10 \$602.48 11-30 \$560.31 31-50 \$521.09 51-75 \$484.62 76-100 \$450.69 101-150 \$431.75 151-200 \$413.63 201-250 \$396.25 251-300 \$379.61 301-350 \$363.67 351-400 \$348.39 401-450 \$333.76 451-500 \$319.74 501+ \$306.31
JustWare Prosecutor	Maintenance of JustWare Prosecutor Software.	Volume License Cost for Support Per License Per Year 1-10 \$602.48 11-30 \$560.31 31-50 \$521.09 51-75 \$484.62 76-100 \$450.69 101-150 \$431.75 151-200 \$413.63 201-250 \$396.25 251-300 \$379.61 301-350 \$363.67 351-400 \$348.39 401-450 \$333.76 451-500 \$319.74 501+ \$306.31

JustWare Probation	Maintenance of JustWare Probation Software.	Volume License Cost for Support Per License Per Year 1-10 \$602.48 11-30 \$560.31 31-50 \$521.09 51-75 \$484.62 76-100 \$450.69 101-150 \$431.75 151-200 \$413.63 201-250 \$396.25 251-300 \$379.61 301-350 \$363.67 351-400 \$348.39 401-450 \$333.76 451-500 \$319.74 501+ \$306.31
JustWare Municipal Court	Maintenance of JustWare Municipal Court Software.	Volume License Cost for Support Per License Per Year 1-10 \$602.48 11-30 \$560.31 31-50 \$521.09 51-75 \$484.62 76-100 \$450.69 101-150 \$431.75 151-200 \$413.63 201-250 \$396.25 251-300 \$379.61 301-350 \$363.67 351-400 \$348.39 401-450 \$333.76 451-500 \$319.74 501+ \$306.31
JustWare Pretrial	Maintenance of JustWare Pretrial Software.	Volume License Cost for Support Per License Per Year 1-10 \$602.48 11-30 \$560.31 31-50 \$521.09 51-75 \$484.62 76-100 \$450.69 101-150 \$431.75 151-200 \$413.63 201-250 \$396.25 251-300 \$379.61 301-350 \$363.67 351-400 \$348.39 401-450 \$333.76 451-500 \$319.74 501+ \$306.31

JustWare Defender	Maintenance of JustWare Defender Software.	Volume License Cost for Support Per License Per Year 1-10 \$602.48 11-30 \$560.31 31-50 \$521.09 51-75 \$484.62 76-100 \$450.69 101-150 \$431.75 151-200 \$413.63 201-250 \$396.25 251-300 \$379.61 301-350 \$363.67 351-400 \$348.39 401-450 \$333.76 451-500 \$319.74 501+ \$306.31
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**USA COMMITMENT TO PROMOTE
SMALL BUSINESS PARTICIPATION
PROCUREMENT PROGRAMS**

PREAMBLE

New Dawn Technologies provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact **Alison Higgins at (435) 713-2100 ext. 788 or ahiggins@newdawnotech.com**.

BPA NUMBER _____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) _____, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

- (1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____
_____	_____

- (2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

- (3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

- (4) This BPA does not obligate any funds.

- (5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.

- (6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

- (7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

- (8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;
- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
- (h) Date of Shipment.

- (9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

- (10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

BASIC GUIDELINES FOR USING
“CONTRACTOR TEAM ARRANGEMENTS”

Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions of the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer’s requirement.
- Customers make a best value selection.

