AMENDMENT NUMBER ~~ONE~~ **TWO**
TO
AGREEMENT MA-060-12010047
BETWEEN THE
COUNTY OF ORANGE
AND
PREMIER COMPUTING, INC

This **AMENDMENT NUMBER** ~~ONE~~ **TWO** to Contract Number MA-060-12010047 (hereinafter "AMENDMENT NUMBER ~~ONE~~ **TWO**") between the County of Orange, a political subdivision of the State of California, (hereinafter "COUNTY") and **Premier Computing, Inc.** (hereinafter "CONTRACTOR") with a place of business at **345 Bearcat Dr., Salt Lake, City, UT 84115-2517** is made and entered upon execution of all necessary signatures.

RECITALS

WHEREAS, COUNTY and CONTRACTOR executed a Contract for Commissary Operations System, as more fully defined in Section 1 of Attachment F, (hereinafter "Contract Number CVPAN100008122"), for a five-year term of September 26, 2006 through and including September 25, 2011; and

WHEREAS, COUNTY and CONTRACTOR executed a Contract for Great Plains Software License Maintenance Services for the Commissary Operations Systems, as Contract Number MA-060-12010047 (hereinafter "ORIGINAL AGREEMENT") for a two (2) year term of September 26, 2011 through and including September 25, 2013, renewable for three (3) additional, one-year terms; and

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL AGREEMENT, as Contract Number MA-060-14010151 (hereinafter "AMENDMENT NUMBER ONE") for a one (1) year term of September 26, 2013 through and including September 25, 2014;

WHEREAS, COUNTY desires to amend Attachment A, Attachment B and Attachment C, of the ORIGINAL AGREEMENT to have CONTRACTOR perform a one-time upgrade to the Commissary Operations Systems, Great Plains GP version 9 to GP2013, as well as to amend the Additional Terms and Conditions to add numbers 24 through 27 and the CONTRACTOR has agreed to provide these services at the rates set forth in this AMENDMENT NUMBER TWO and continue to be bound by all other terms and conditions of the ORIGINAL AGREEMENT as amended by this AMENDMENT NUMBER TWO;

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:

ARTICLES

1.   General Terms and Conditions, Section "Additional Terms and Conditions" of the ORIGINAL AGREEMENT is amended to add Provisions #024 thru #026 as follows:

24. **Software Maintenance**– The correction of any residual errors in any software products developed by Premier Computing, Inc. and/or sub-contractors, which may be discovered by Contractor or by County, will be considered maintenance. Such maintenance will be performed by the contractor without additional charge for the duration of this contract. Suspected errors discovered by the County in the software products will be handled by the following procedure:

1. A listing of the output and a copy of the evidential input data in machine-readable format will be submitted to the contractor along with a completed copy of the appropriate contractor information form and, if appropriate, a listing of the contents of the memory of the CPU at the time the error was noted.

2. Errors in the software product as verified by the contractor will be corrected by providing a new copy of said software product or a new copy of the affected portions in machine-readable format.

The contractor will be available to assist the County in isolating and correcting error conditions caused by the County's particular hardware or operating system at rates specified in this contract. If the contractor is called upon by the County to correct an error caused by the County's negligence, modification by the County, County-supplied data, or machine or operator failure or due to any other cause not inherent in the original software products, the contractor reserves the right to charge the County for such service on a time and material basis at a rate of $195 per hour.

25. **Software – Documentation:** The Contractor agrees to provide the county copies of all GP 2013 software manuals and necessary or useful documentation in printed or electronic form, including Microsoft Dynamics GP2013 user manuals and reference materials, and software installation procedures for 3rd party software including Premier Computing, Inc. and ADC/X10 customizations. The County may make as many copies of the documentation as desired for County use or disaster recovery.

26. **Software – Acceptance Testing:** Acceptance testing may be required for all contractor-supplied software as specified and listed in the contract or order, including all software initially installed. Included in this clause are improved versions, including new releases, of this software, any such software which has been modified by the contractor to satisfy the County requirements, and any substitute software provided by the contractor in lieu thereof, unless the contract or order provides otherwise. The purpose of the acceptance testing is to ensure that the software operates in substantial accord with the contractor's technical specifications and meets the County's performance specifications.

2. Attachment A, Scope of Work of the ORIGINAL AGREEMENT is amended to add Section IV, "Assumptions" & "Software Development-Phases 1 thru 3" as follows:

IV. The purpose of Amendment Number Two (2) is to modify the ORIGINAL AGREEMENT to upgrade the current **Commissary Operations Inventory Management System,** from **Microsoft Dynamics Great Plains GP version 9 to Great Plains GP2013** retaining all GP version 9 features, functions and customizations in a fully operational state after the upgrade to GP2013.

1) **REQUIREMENTS:**

a) Contractor shall work in cooperation with County IT Installation Team to set up a test connection to be used for testing web service calls to AJS without affecting the current production process.

b) Contractor shall provide an installation specialist team to work onsite during Phase 2 **(2.10)** to provide training, written instructions and assistance with installation on all workstation clients to the County IT installation team. Contractor installation specialist shall work with the County IT installation team until all workstations identified during Phase 2 have been installed, tested and functional.

c) Contractor shall provide a Contractor's software development team that shall consist of a minimum of two (2) software programmers that can remedy and support all customized features of the Great Plains software and a minimum of one (1) installation specialist.

d) Any new enhancements or features other than those existing features and customizations in GP9 and GP2013, or appended by formal Amendment, are not considered part of the firm, fixed price. Any changes/requirements discovered during development by County or Contractor shall be immediately brought to the attention of the other party and, if warranted and authorized, included in the project by formal Amendment and the price shall be adjusted accordingly, and only after County written approval.

e) Contractor shall remedy/fix any lost functionality or existing functions that cease to work properly to the County's satisfaction and not be considered "appended changes"; and will not be billable.

f) Contractor shall address any malfunctions, lost functionality and/or remedies of bugs affecting customizations in a timely manner and corrected by Contractor to County's satisfaction.

g) Any customized system functions that do not work properly shall be corrected by Contractor without need for an Amendment of this Contract. Once County IT installation team has accepted the results of the tests and the ninety (90) business day Acceptance and Testing phase has passed, the project shall be deemed complete; however, any malfunctions or bugs discovered after implementation of the upgrade shall still be the responsibility of Contractor as long as County is current on their

Dynamics GP Enhancement Plan.

2) SOFTWARE DEVELOPMENT SPECIFICATIONS:

Contractor agrees that due to extensive customizations to the original Great Plains version 9 Software and the need to interface with the Automated Jail System (AJS), Contractor shall perform the following:

1) Contractor shall provide thorough testing of GP2013 upgrade before moving into live production to substantiate upgrade was successful.

2) Contractor shall administer the upgrade in three (3) phases to achieve the desired upgrade to Great Plains GP2013.

PHASE 1 – Program Development

a) Phase 1 will consist of modifying VBA and SQL code to address Great Plains version 9 issues and upgrade all modifications, including Oakton and ADC, to work in the new environment. This will take place in Contractor's offices located in Salt Lake City, UT.

Any issues related to the version upgrade in regards to unauthorized subcontractors employed by Contractor shall be remedied at the expense and time of Contractor.

The following is a list of Great Plains version 9 issues to be remedied in addition to performing the software upgrade to Great Plains GP2013. These issues will be included in the extensive Function Testing Schedule.

1.1 Multiple reversals of an inmate order (duplicate monies/inventory returned in error).

1.2 Reversing orders for inmates that were previously purged from system.

1.3 Reversing unfulfilled orders with non-chocolate items cause errors.

1.5 Time outs during order processing in Data Entry which cause order processing batches to error midway through processing and not complete properly, charging inmate account without creating an order. Funds should not be taken unless valid order is created.

1.6 Excessive time to reverse orders (reversal duration time continuously increasing).

1.7 Generating reports during order processing can cause program to crash.

1.8 When void message window remains open in Supervisor's Change Screen it causes program errors in X10 order fulfillment in the assembly room.

PHASE 2 - Program Implementation/Testing

a) Contractor shall perform Phase 2 testing onsite at 1530 S. State College Blvd. Anaheim, CA 92806; since it will use test databases and a test web service AJS connection, this test can be done during County working hours, (Pacific Time).

Phase 2 shall consist of the following steps:

2.1   Install SQL 2005 temporary installation on new virtual server
2.2   Install Dynamics GP 9.0 and set up testing environment
2.3   Install Dynamics GP 9.0 latest service pack
2.4   Install SQL to SQL 2008 R2
2.5   Move GP Data to SQL 2008 R2
2.6   Upgrade to Great Plains GP2013
2.7   Install upgraded SQL, VBA and Oakton customizations and install ADC X10
2.8   Test all Dynamics GP functions currently in use, including web services connection with AJS, test and debug all upgraded customizations.

b) Contractor shall perform re-testing to the satisfaction of County. Phase 2 – Item 2.8 and Phase 3 - Item 3.5 shall include re-testing of issues that occur on functions that were previously "signed off" after a new fix has been applied, such functions shall be put back on the testing list again and the initial test schedule shall be repeated to verify that there is no loss of functionality. The verification of functionality shall not be considered outside the scope of contract, and shall be included in the cost of Great Plains GP2013 upgrade. Contractor shall provide a schedule timeframe for each phase.

2.9   Create GP 2013 client install package and train installation team.

Contractor shall provide comprehensive written installation instruction documentation (three copies) along with new version numbers for each updated application.

2.10   Contractor shall work along with County IT Installation Team to ensure all client installations are properly working with the upgraded GP2013 as outlined in Exhibit D Assumption #2.

County IT Installation Team shall be given the necessary time to install the upgrade on each client and Contractor shall troubleshoot any related issues. County IT Installation Team shall also assist Contractor staff with testing functionality of standard and custom features.

PHASE 3 – Program Live Production

Phase 3 shall take place onsite at 1530 S. State College Blvd. Anaheim, CA 92806 after Phase 2 has been completed and when County is satisfied with the completion of Phases 1 and 2. This phase shall prepare for switch over to production and shall commence on a Saturday after normal work hours (Pacific Time) and shall continue through the weekend and be ready for production on the following Monday morning. These steps shall be completed on a Sunday; allowing for testing, and time to resolve any unforeseen issues before production on the following Monday at 04:00 a.m. (Pacific Time).

a. Contractor agrees that Phase 3 shall take place on County property at 1530 S. State College Blvd. Anaheim, CA 92806; after Phase 2 is completed but only when County is satisfied with the successful functionality of Phases 1 and 2.

b. Contractor agrees that Phase 3 shall prepare the system for switch over to production and will commence on a Saturday after normal work hours (5 pm–Pacific Time) and shall continue through the weekend and be ready for Live production on the following Monday morning at 4:00 a.m. (Pacific Time).

Steps 3.1 thru 3.5 shall be completed on a Sunday; allowing for testing, and time to resolve any unforeseen issues before production on the following Monday at 04:00 a.m. (Pacific Time).

Phase 3 shall consist of the following steps:

3.1 Migrate data from current production system
3.2 Verify Update from GP version 9 to Great Plains GP2013
3.3 Conduct *final test of functionality
  *Final Testing shall include but not be limited to: sample order creation, processing, printing, fulfillment, posting, void before post, void after post, damaged items and suggested transfer report functions to be performed by admin users, supervisor and, warehouse worker. If testing does not meet County's satisfaction, Contractor shall be asked to stay onsite until the test of functionality is to County's satisfaction and all areas tested are complete.

In addition to testing standard program functions the following customized features are to be tested and accuracy verified:

1. Control Panel
    a. Print "Reason List"
    b. Add facility in "Housing Validation"
    c. Setup user in "Security Permissions" test specific user functions by group and verify access

2. Data Processing/Operator's Panel
   a. Import .data files
   b. Process orders
   c. Print Orders
   d. Attempt to process order for released inmate
   e. Printer tray settings – change settings, add new printers, remove printer, odd/even printing
   f. Generate customized reports while processing orders
   g. Designate booking number but do not select items on order sheet then process
   h. Perform regular server patch (Windows Update) and reboot, verify order processing functioning properly
   i. Create order with item that has no price
   j. Create order for Community Work Program inmate (CWP)

3. Date Violation
   a. Test multiple orders on same date for same inmate
   b. Test "Days Between Orders" (Days and Dollar Limits function)

4. Detainees
   a. Test process order slip with item not allowed (i.e. Razor 1470)
   b. Quantity limit item exclusively for Detainees (i.e. Phone cards 3590)

5. GP Installation
   a. Install software (Can it be accomplished in a timely, accurate process repeatedly without errors or requiring extensive troubleshooting or assistance)
   b. Test non-admin account after installation, can the following non admin groups process and print orders; Supervisors, Warehouse Supervisors and Data Entry
   c. Check Supervisor Change Screen (SCS) verify all functions (listed at #18 SCS) work properly

6. Hygiene Sales
   a. Create "hygiene sale" invoice

7. Configure and Test Quantity Limit Settings
   a. Class Max by Housing
   b. Item Max by Housing
   c. Total items per order

8. Test Kit Item Settings
   a. Sales of out of stock, max quantity and over max quantity
   b. Verify correct quantity on hand in Warehouse/Assembly after Kit sales/posting (should be zero)
   c. Suggested transfer report, when transferring generic kit items is there an error message?

9. Medical (Location Item Medical/Restricted)
    a. Assign medical/restricted locations using "All"
    b. Reassign medical/restricted locations individually by housing location (i.e. IM)
    c. Test medical/restricted orders
        i. Out of stock item
        ii. Items not allow

    d. Remove locations from "Assigned Locations" close window, is location still visible in Inquiry mode?

10. New Item Setup
    a. Setup new inventory item, check first quantity amount in "adjust costs" layers, is the item quantity the same as first input into "item maintenance"? If not, why?

11. Order Forms
    a. Bubble non assigned grid area on order form and process
    b. Create male order on female form
    c. Create female order on male form
    d. Create detainee order on male form (do restricted item sell, i.e. razor 1470)
    e. Create male order on detainee form (do restricted items sell, i.e. phone card 3590)

12. Test Posting
    a. Sales Transactions Fulfilled Batch
    b. Damage Item
    c. Purchase Orders
    d. Transfers/Warehouse
    e. Post sales batch, does "checking tax…" window close?

13. PO Modifications/Oakton

14. Test Reports and Verify Accuracy
    a. Front Office
    b. Warehouse
    c. Inventory
    d. Financial
    e. Cashiering
    f. Assembly
    g. System
    h. ICED
    i. Purchasing
    j. Smart Lists

15. Security
    a. Create "Warehouse Receiving Group" can user create a "suggested transfer list" and successfully post transfer?

16. Substitution
    a. Process order for out of stock item with substitution from the same Class ID(i.e. medium shower shoes #1260)
    b. Process order for out of stock item without substitution
    c. Process order of an out of stock item with an out of stock substitution from the same Class ID
    d. Try processing and order of an out of stock item with a substitution from a different Class ID

17. Summation
    a. Order max quantity of stationary item; verify accuracy of quantity sold (summation).

18. Supervisor Change Screen (SCS)
    a. Reverse order
    b. Reverse order for inmate purged from AJS
    c. Scan "Not Delivered" orders, do orders appear on the Not Delivered Report?
    d. Remove line item from order, reprint order and verify accuracy.
    e. Unpost multiple orders to reverse (quantity 25) evaluate time to complete processing, were any errors generated?
    f. Void order, verify accuracy in Sheriff's Data System (SDS)
    g. Attempt to reverse order multiple times, is there an error, verify accuracy in SDS.
    h. Void order, leave the message box "Your order has been voided…" open then test to see if you can you fulfill orders in the Assembly Room using X10 software? Can you process orders in Data Entry? Are there any errors?
    i. Set reason code to 106 (damaged) for item and process order, verify accuracy
    j. Reduce quantity sold of item (i.e. OJ 2110 from 5 to 4) process, verify accuracy
    k. Invalid SOP, trigger turned off will it be an issue in GP2013?

19. SDS
    a. Create new ScanTools/SDS template, mark a value for each item on order slip, process order and verify accuracy of each item/quantity

20. Welfare

    a. Assign location/item numbers in "Welfare Pack" window
    b. Process welfare pack order

      c. Change "Days Between Orders" in Limit Type (Days and Dollar Limits window)
      d. Change "Dollar Limit for Welfare" in Limit Type (Days and Dollar Limits window)
      e. Process order slip with both Welfare and "regular" items selected
      f. Process Welfare order form for inmate with over $2.00
      g. Process Welfare order form for released inmate

21. X10 Assembly Room Software - Order Fulfillment
      a. Install X10 on workstation with countertop and handheld scanner
      b. Test simultaneous order validation on eight assembly lines while order processing. Test completion speed of order fulfillment after scanning last item in order.
      c. Scan previously fulfilled order
      d. Scan incorrect item during order fulfillment
      e. Use supervisor's override card, verify accuracy
      f. Leave supervisor's void message box open and fulfill order simultaneously on eight lines, are there any errors?

22. Misc.
      a. Setup scheduled job "Auto Reconcile" run and check for accuracy.

In the event Phase 3 cannot be successfully completed in the designated timeframe, allowing regular production of order processing to commence on Monday morning at 04:00 a.m. (Pacific Time), Contractor shall rollback updates to permit order processing/fulfillment/inventory management processes to run on the previous version (Great Plains version 9) until update issues can be resolved.

3.4 Resolve any issues that may occur
3.5 Test and debug all upgraded customizations

3.   Attachment B, "Pricing", of the ORIGINAL AGREEMENT is amended to add additional fees for the one-time upgrade to Commissary Operations Systems, Great Plains Version 9 to Great Plains GP2013 as follows:

Item No	U/M	Item Description	Cost
004	Flat Rate	**UPGRADE FROM GREAT PLAINS VERSION 9 TO GP2013** Firm, fixed price quote for a one time upgrade: All work specified by this Amendment shall be completed for the firm fixed price amount, regardless of the actual hours logged by Premier Computing, Inc. consultants and schedule overruns, or due to the need for extended testing, correct malfunctions or "bug fixes". Travel expenses are included in the firm, fixed price.	**$86,000.00** **Includes CA withholding-tax**
		Payment 10% Down, 90 % upon completion, testing and acceptance of Project to County's satisfaction.	
		Due Date Upgrade completion shall be within 120 days from final execution date of Contract.	

Upgrade shall not exceed: **$86,000.00** (One Time Upgrade)

*Total Contract amount shall not exceed: $111,000.00

* Total Contract amount includes a one-time upgrade for $86,000.00 and current maintenance services at $25,000.00

4.   Attachment C, "Compensation and Pricing Provisions", of the ORIGINAL AGREEMENT has been amended to add Section 4 "Acceptance and Testing Procedures" for the one-time upgrade to Commissary Operations Systems, Great Plains Version 9 to Great Plains GP2013 as follows:.

Acceptance and Testing Procedures:

a)   Unless otherwise agreed to in writing by County:

     1)   Acceptance shall not be deemed complete unless in writing and until the Commissary Operations, Great Plains GP2013 upgrade has been received, inspected, and tested, at each phase, to the satisfaction of County, and

     2)   County shall have ninety (90) business days to complete Acceptance and Testing phase criteria provided herein.

b)   County and Contractor agree that testing shall occur in accordance with the test plan and results evaluated by County. Contractor shall be available to provide support to assist County in executing all features.

c)   County and Contractor agree that during the Acceptance and Testing phase, County shall immediately provide written notice to Contractor if any issues or problems are detected.

d) County and Contractor agree that upon receipt of such notice, Contractor shall use its best efforts to remedy the failure and/or install a fix within fourteen (14) business days at no additional cost to County.

e) County and Contractor agree that if such notice is provided by County to Contractor, the Acceptance and Testing phase may be extended beyond the ninety (90) business days for up to one-hundred-twenty (120) days for an additional testing period at the sole discretion of the County.

f) County and Contractor agree that once the ninety (90) business days. Acceptance and Testing phase has concluded and County has accepted Great Plains GP2013 upgrade, any issues/problems with the Great Plains GP2013 upgrade software and/or customizations shall be directed to Contractor Help Desk Services Contract, #MA-060-12010139 or any renewed contract that replaces it; at no additional cost other than the contract renewal. The Help Desk Services contract will cover future installation assistance as needed for regular operations (i.e. need to reinstall workstation, add additional workstations etc.).

5. A true and correct copy of CONTRACT NUMBER CVPAN1000008122 is attached hereto as Exhibit A and incorporated by this reference.

6. A true and correct copy of the ORIGINAL AGREEMENT (Contract Number MA- MA-060-12010047) is attached hereto as Exhibit B and incorporated by this reference.

7. A true and correct copy of AMENDMENT NUMBER ONE (Contract Number MA- MA-060-14010151) is attached hereto as Exhibit C and incorporated by this reference.

8. All other provisions of CONTRACT NUMBER CVPAN1000008122, ORIGINAL AGREEMENT and AMENDMENT NUMBER ONE, except as amended herein and to the extent they are not inconsistent with this AMENDMENT NUMBER ~~ONE~~ TWO, remain unchanged and in full force and effect.

    //   //

    //   //

IN WITNESS WHEREOF, the Parties have executed this AMENDMENT NUMBER ~~ONE~~ TWO to Contract Number MA-060-12010047.

Contractor: Premier Computing, Inc.

By: _____ Title: _____

Print Name: _____ Date: _____

Contractor*: Premier Computing, Inc.

By: _____ Title: _____

Print Name: _____ Date: _____

*If a corporation, the document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President, or any Vice President. The second signature must be the secretary, an assistant secretary, the Chief Financial Officer, or any assistant treasurers. **In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signature to bind the company.**

County Of Orange

A political subdivision of the State of California

 Sheriff-Coroner Department

By:_____ Title:_____

Date: _____

Approved by the Board of Supervisors: _____

Approved as to Form
Office of the County Counsel

by: _____
     Deputy

EXHIBIT A

ORIGINAL AGREEMENT (Contract Number MA-060-12010047)

EXHIBIT B

ORIGINAL AGREEMENT (Contract Number MA-060-12010151)