

95-100

MARIPOSA COUNTY
BOARD OF SUPERVISORS

AGENDA
ACTION FORM

DATE: 03-21-95
AGENDA ITEM NO.: CN-1

DEPARTMENT: Human Services Dept. BY: Tom Archer PHONE: 966-3609
Social Services Division

RECOMMENDED ACTION AND JUSTIFICATION: (Policy Item: Yes___ No_X)

Authorize Chairman to sign contract with Synergy Consulting, Inc. for GAIN Employment Management Systems (GEMS) Upgrade which has been budgeted and previously authorized by the Board.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Resolution #94-535 authorized negotiations of Sole Source Contract with Synergy Consulting. The contract was negotiated to stay within the proposed budget amount.

LIST ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

1. Do not purchase equipment-continue to pay high maintenance costs on obsolete equipment and lose compatibility with other California GEMS Association Counties software.
2. Renegotiate contract with different terms and conditions.

COSTS: () Not Applicable		SPECIAL INSTRUCTIONS:
A. Budgeted current FY	\$24,000	List the attachments and number
B. Total anticipated costs	\$24,000	the pages consecutively:
C. Required additional funding	\$	
D. Internal Transfers	\$	Contract & Exhibits -6 Pages

SOURCE: () 4/5ths Vote Required		
A. Unanticipated revenues	\$	
B. Reserve for contingencies	\$	
C. Source description:		
Balance in Reserve for Contingencies,		
if approved: \$		

CLERK'S USE ONLY:
 Res. No.: 95-100 Ord. No. _____
 Vote - Ayes: 5 Noes: _____
 Absent: _____ Abstained: _____
 Approved () Denied
 () Minute Order Attached () No Action Necessary

ADMINISTRATIVE OFFICER'S RECOMMENDATION:
 This item on agenda as:
 Recommended
 Not Recommended
 For Policy Determination
 Submitted with Comment
 Returned for Further Action

The foregoing instrument is a correct copy of the original on file in this office.

Date: _____
 ATTEST: MARGIE WILLIAMS, Clerk of the Board
 County of Mariposa, State of California

BY: _____
 Deputy

Comment: _____

A.O. Initials: 

**SYNERGY CONSULTING, INC.
HARDWARE AND INSTALLATION AGREEMENT**

This Agreement for Hardware and Installation (the "Agreement") is made as of the date it is accepted by SYNERGY CONSULTING, INC., beneath the executions appearing at the end of this Agreement, by and between:

SYNERGY CONSULTING, INC., ("Provider") consultants, with its principal place of business at 160 Blue Ravine Road, Suite D, Folsom, CA 95630.

AND

The COUNTY OF MARIPOSA ("County"), with its principal place of business at P.O. Box 784, Mariposa, CA 95338.

Provider and County agree that when this Agreement is signed by County and accepted by Provider, the following items and conditions will apply to any hardware, and installation as described on the "bid" of Provider dated March 9, 1995, attached hereto, marked Exhibit "A" and by this reference incorporated herein.

I. LICENSE

Provider represents that the software being provided hereunder is not owned by Provider and Provider has no ownership or license interest in the software of any nature whatsoever.

II. TERM

Provider shall complete its performance hereunder on or before close of business on the 30th day of June, 1995.

Either party may discontinue any license or terminate this Agreement upon written notice of non-compliance with any of the terms and conditions of this Agreement if the other party fails to correct such condition within 30 days following receipt of such notice of non-compliance.

III. PRICING AND PAYMENT TERMS

The total sum to be paid to Provider for the hardware and installation as described on Exhibit "A" is the sum of Twenty-Three Thousand Nine Hundred Eighty-Six Dollars (\$23,986.00), to be paid upon written acceptance by County that Provider has complied with all of the terms and conditions of this Agreement.

IV. MISCELLANEOUS

INSTALLATION. Installation shall consist of unpacking, setup, and configuration, transfer of GEMS database from the old system to the new, installing all software, integration of existing terminal and new PC to the system, installation of Smart UPS device. Installation to include all external cabling.

CERTIFICATION. Provider certifies that the system being purchased will run the GAIN Employment Management System V3.71 or later together with Word Perfect 5.1 and Word Perfect Office 3.1.

TRAINING. Provider shall provide County personnel with adequate training and instruction on the system in order to allow County personnel to operate the new system.

CONFIDENTIALITY. Provider agrees that the records of County shall remain confidential and further agrees that neither County nor its agents will disclose such records or any portion thereof to any person whomsoever without the express prior written consent of County.

FORCE MAJEURE. Neither party shall be deemed in default for any delay or failure to have fulfilled its obligations under this Agreement due to causes beyond its control.

BINDING AGREEMENT. The individuals signing this Agreement and any supplements to this Agreement for Provider and County warrant that they have been duly authorized to do so and that the Agreement and any supplement to this Agreement are a valid and binding obligation of both parties.

ENTIRE AGREEMENT. This Agreement and any supplements to this Agreement constitute the entire Agreement and there are no representations, conditions, warranties or collateral agreements with respect to this Agreement other than as contained herein.

AGREEMENT VALIDITY. If any part of this Agreement shall be adjudged by any court of competent jurisdiction to be invalid, such judgment will not affect or nullify the remainder of the Agreement.

APPLICABLE LAW. This Agreement shall be governed by the laws of the State of California.

VENUE. In the event of a suit filed by either Provider or County under this Agreement, the venue of such suit shall be in Mariposa County, California. Provider waives whatever rights it may have in the selection of venue.

NOTICES. Any notices required or permitted under this Agreement shall be in writing and delivered in person or sent by registered or certified mail, return receipt requested, with proper postage prepaid, or by courier or overnight service, properly addressed as set forth below or as shall be hereafter changed by written notice. Notice shall be deemed given upon delivery.

The parties hereto affirm that the persons below listed are duly authorized to receive and accept such notice:

FOR SYNERGY CONSULTING, INC.:

GLENN SELLERS, PRESIDENT
SYNERGY CONSULTING, INC.
160 Blue Ravine Road, Suite D
Folsom, CA 95630

FOR COUNTY:

CHAIRMAN
MARIPOSA COUNTY BOARD OF SUPERVISORS
P.O. Box 784
Mariposa, CA 95338

COUNTY OF MARIPOSA

SYNERGY CONSULTING, INC.

By:

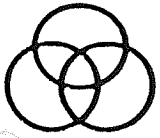
By:

Title:

Title:

Date:

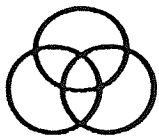
Date:

BID TO UPGRADE MARIPOSA COUNTY
GAIN SYSTEM

Bid Date: March 9, 1995

Description: For the following equipment:

<u>Qty</u>	<u>Part Number</u>	<u>Description</u>	<u>Price</u>
1	DV-31GUI-B9	MicroVAX 3100 Model 40 8 MB Memory 4 Asynchronous Lines 2 User Open VMS License DECnet End Node License Ethernet Adapter HW Documentation Kit Note: Requires return of MV2000 to Digital.	\$ 5,951
1	RZ25L-EN	535 MB Disk Drive Factory Installed	756
1	TZK11-HF	QIC 2 GB Tape Drive for BA42 Enclosure Factory Installed Includes 2.0 GB data cartridg	1,475
1	DR5100L/8	8 MB Dataram Memory	570
2	QL-XULA9-BC	2 User OpenVMS License	1,008
1	DHW42-CA	8-Line RS232 Asynch Ports	1,575.
1	HPLJ4+	HP LaserJet 4 Plus Printer DEC Cable, and Adapters	1,565
1	PH RT/RP	5 User Powerhouse Runtime License Upgrade with Reporting (Includes 1 Year Maintenance)	2,400**
1	LI660B	660 VA Rated UPS Device with Intelligent Interface	649
1	BSK029C	Check UPS Cables TK50/VMS	199



Computer Consulting
Systems Integration
Financial Consulting

1	FR-852AA-WB	486SX 50 MHz with 4 MB RAM, 270 MB Hard Drive, 3.5 inch/1.44 MB and 5.25 inch/1.2 MB Floppy drives, MS DOS and MS Windows software, Window Accelerator (1MB RAM)	1,099
1	FR-PCVAMM-AA	4 MB RAM	200
1	FR-PCXCV-GE	14 inch Color VGA Display with .28 mm Dot Pitch	299
1	KEA420	KEA420I for Windows Terminal Emulation Software for the PC	180

Total Hardware/Software Bid (without Sales Tax) \$ 17,926

Sales Tax @ 7.25% 1,300

Freight 160

Total Hardware/Software Bid: \$ 19,386

* * County will be refunded pro-rata portion of existing Cognos Powerhouse maintenance subscription

Services Bid: Installation of new hardware, third-party and GEMS application, including installation of WordPerfect Office 3.1, and the unloading and reloading of the GEMS data base. Integration of existing terminal and new PC to system. Implementation of smart UPS device. Provision of external cabling (cabling from wall jacks to external devices)

Fees - 40 hours @ \$95 \$ 3,800

Out of Pocket Expenses 800

Total Fees & Expenses 4,600

Total Bid Amount: \$23,986