



REQUEST FOR BOARD ACTION

ITEM NO. 6a.

DATE OF MEETING: January 3, 2012

REQUESTED BY: Carolyn Moser, Health Director, Health Department

SHORT TITLE: Resolution Authorizing Purchase Order to Custom Data Processing, Inc. (CDP) for Software Licenses and Training for Environmental Health Program: \$11,470

BACKGROUND: The Health Department recommends purchasing software for food and lodging from Custom Data Processing, Inc (CDP). CDP software would increase the efficiency of food and lodging inspections. This is a paperless system that includes inspections tracking and employee productivity monitoring. Custom Data Processing is utilized by more than 30 counties in North Carolina. Funding is available within the Health Department budget.

This is for a onetime fee for (5) CDP mobile licenses for \$5,000 and training in the amount of \$2,000. Service charges and maintenance fees for six months equal to \$4,470.

SPECIFIC ACTION REQUESTED: To consider a resolution authorizing a purchase order to Custom Data Processing, Inc. in the amount of \$11,470 for (5) mobile licenses and training and six months of service charges and maintenance fees.

COUNTY MANAGER'S RECOMMENDATION

Respectfully recommend approval.

RA
Initial

RESOLUTION

NOW, THEREFORE BE IT RESOLVED by the Pender County Board of Commissioners that:

the Board hereby authorizes a purchase order to Custom Data Processing, Inc in the amount of \$11,470 for (5) CDP Mobile Licenses and Training, including maintenance and service fees. The Chairman/County Manager is authorized to execute any/all documents necessary to implement this resolution.

900050 404500 Contracted Services \$11,470

AMENDMENTS:

MOVED _____ SECONDED _____

APPROVED _____ DENIED _____ UNANIMOUS

YEA VOTES: Brown ___ Tate ___ Rivenbark ___ Ward ___ Williams ___

George R. Brown, Jr., Chairman Date

ATTEST Date

COMPUTER SERVICE AGREEMENT

Custom Data Processing, Inc., hereinafter referred to as "Supplier", through its computer center, located at 1408 Joliet Road, Romeoville, IL 60525 agrees to provide Pender County Health Department, 803 South Walker Street, Burgaw, NC 28425 hereinafter referred to as "Customer", with computer services for the business operations of Customer in accordance with the following terms and conditions.

1) TERM OF AGREEMENT:

The term of this AGREEMENT shall be for a period of 6 months from January 1, 2012 to June 30, 2012. Thereafter, this agreement shall be automatically renewed for successive one (1) year periods from the ending of the initial term unless terminated under the provisions contained in Section 8 herein or unless a written notice of intent to terminate is delivered by the terminating party by certified mail, to the address stated herein, no less than ninety (90) days before any automatic renewal date.

2) SERVICES PROVIDED:

In consideration of the payment of fees and charges as hereinafter provided, Supplier shall provide to Customer, during the term of this AGREEMENT, the services as detailed in Schedule A attached.

The services and reports will be provided at the quoted price, per Schedule A attached. Optional reports or additional reports will be charged as noted in Schedule A.

Supplier also agrees to provide additional computer systems support services as agreed by Supplier and Customer, at rates mutually agreed. Such services may include, but are not limited to, installation of package software programs, development of customized software programs and assistance to the Customer in transferring program and or data to computer hardware platforms other than that currently operated by Supplier, including such computers as Customer may choose to operate independently of Supplier.

Supplier will provide continuing software support in making changes to the application packages. Any changes made due to application software errors will be made at no expense to Customer. Changes made due to Customer preference will be charged at the current rate in effect for such services, which charge shall be agreed to between Supplier and Customer prior to the making of such changes.

Based on a negotiated set of rates, the Supplier will provide programming and support functions as requested by the Customer.

3) SERVICE FEES AND PAYMENT:

During the term of this AGREEMENT, Customer shall pay to Supplier, for the services provided hereunder, fees in accordance with the Schedule A attached hereto and made a part hereof. If applicable, except as otherwise provided, Customer shall be responsible for the total monthly charges for equipment installed at the Customer's premises, and supplies required to process Customer's data.

Supplier shall invoice Customer for such fees and charges on a monthly basis and payment therefore shall be due upon invoicing. A late payment charge, at the rate of 1/2% per month, shall be added in the event payment is not rendered within Twenty-one (21) days of the date of invoicing.

The fees called for in Paragraph 3 succeeding shall be subject to annual adjustment to reflect increases, in current charges for services of Supplier provided Supplier gives at least a 90 day notice. Such adjustments shall not exceed FIVE percent (5%) increase except where noted in Schedule A.

4) TITLE AND DELIVERY:

It is mutually understood that:

A. Title to all database information related to the Customer's files shall belong exclusively to the Customer.

B. All software applications belong to Supplier

C. The ideas, concepts, know-how or techniques relating to data processing developed in cooperation with and paid for by Customer during the course of this AGREEMENT by Supplier personnel can be used by either party in any way it may deem appropriate.

5) ON-LINE HOURS:

Supplier will be in operation for on-line processing 24/7 with the exception of Sunday from 3PM – 12:00AM EST for general maintenance.

PROVIDED; HOWEVER, that in the event Supplier shall experience a disruption in its service to Customer not caused by Customer, Supplier shall use every reasonable effort to cure such disruption, including deviating from its regular hours.

The following holidays will be observed by Supplier:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Notification will be given to Customer of the dates on which the holidays will be observed, and on which dates services will not be provided or will be reduced.

6) ADDITIONAL CHARGES AND SERVICES:

With respect to any batch data processing, any additional work caused by errors or faults in the Customer's input media; such tasks will be billed per Schedule A.

The fees and charges for services stipulated herein are subject to revisions for any changes the Customer may make in its requirements, or for any additional services that may be required which are not included in the services provided in Schedule A attached.

7) LIABILITIES AND DAMAGES:

Supplier shall not be responsible for any delay in processing or in the delivery of processed data caused by strikes, walkouts, riot, war, governmental regulation, fire, equipment malfunction, communications line failure, power failure, acts of God, or other causes beyond Supplier control. In the event any errors in the processed data result from Supplier's performance hereunder, Supplier will correct such errors at its own expense.

Supplier provides a database redundancy solution that allows for production database recovery at our backup data center in the event of a failure or disaster at our primary data center.

provide such services in no way caused or induced customer to breach any contractual or other obligation it may have had.

13) TERMINATION ASSISTANCE:

If, upon the termination of this AGREEMENT, for any cause provided for herein, Customer shall require of Supplier additional services in order to transfer the functions previously provided by Supplier, whether such transfer be wholly "in-house" to Customer or to any successor service bureau, Supplier agrees to provide such additional services based upon its current rates for programming and computer time associated therewith. In such event, Supplier shall also cooperate with Customer or any successor service bureau in order to transfer the functions previously serviced by Supplier to such successor.

14) DISCLOSURE

The Supplier states at the time of signing that all employees of Supplier, have never been convicted of a felony and agrees to report a felony if they are convicted of one in the future.

15) DISCRIMINATION

Contractor shall assure that no person, on the grounds of race, color, age, religion, sex, marital status, immigration status, national origin, or otherwise qualified handicapped individual, solely by reason of his/her handicap (unless otherwise medically indicated), be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity covered by this contract.

16) GOVERNING LAW:

This AGREEMENT shall be governed by the laws of the State of Illinois

17) EXHIBITS:

The following enumerated exhibits and schedules constitute the only addendums to this AGREEMENT.

Schedule A - Provided Services and Reports and Related Charged Rates.

18) ENTIRE AGREEMENT:

This AGREEMENT and the aforementioned Exhibits attached hereto constitute the entire AGREEMENT between the parties. Supplier makes no guarantees, express or implied, other than the warranties expressed in this AGREEMENT. No representative or statement not expressly contained in this AGREEMENT or incorporated by reference shall be binding upon Supplier.

Notices to be given pursuant to this contract shall be delivered by Certified Mail with return receipt requested:

CUSTOMER

Carolyn Moser
Pender County Health Department
803 South Walker Street
Burgaw, NC 28425

Or, if to the Supplier:

CDP, Inc
1408 Joliet Road
Romeoville, IL 60446
Attention: Michael Peth

WITNESS THEREOF, the parties have executed this agreement this _____ day of _____, 2011.

Signature: _____

Signature: Michael Peth

By: _____

By: _____

Michael Peth

Title: _____

Title: _____

Director, Sales & Marketing

Date: _____

Date: _____

SCHEDULE "A"

Monthly Subscription/User License Fee	Volume	Fee per	Month Totals	One-time	Annual Fees
CDPIms	5	\$25	\$125		
Monthly County Program Fee					
Module Subscription					
CDPIms - Food & Lodging Program <i>Includes public web site for viewing of inspections, direct weekly interface and original conversion of data with BETS</i>	1	\$350	\$350		
CDPIms - Service Requests/Complaints		included	included		
CDPIms-Activity Module (optional)	1	\$50	\$50		
CDPmobile/lms Sync	1	\$200	\$200		
Oracle Discoverer license fee	1	\$20	\$20		
One-Time (Upfront fee)					
CDPmobile Licenses	5	\$1000		5000 \$3000	
CDPIms/CDPmobile Training (2 days)	1	\$2000		\$2000	
Annual fees					
CDPmobile prorated Maintenance/due 7/1/2012	5	\$100			500 \$300
CDPmobile Maintenance/due every 7/1 beginning 2013	5	\$200			1000 \$600
Totals					