SUBJECT: MOSQUITO CONTROL DATA MANAGEMENT SYSTEM REPLACEMENT

BID #: ESC-0507-14 **OPEN DATE: 07/09/2014**

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: SERVICE CONTRACT – FIVE (5) YEARS FROM DATE OF EXECUTED CONTRACT

AGENCY: INFORMATION TECHNOLOGIES DIVISION

BASIS OF AWARD: HIGHEST SCORING BIDDER BASED ON EVALUATION CRITERIA

NUMBER OF BIDS INVITED: (18) NUMBER RECEIVED: (2) OTHER: (0)

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval of award to Frontier Precision, Inc. and ratifying the assignment date back to July 1, 2016, due to acquiring the current contracted vendor, Field Data Solutions, Inc., for the assumption of continued services under the current terms and conditions. Period of service to remain unchanged through September 30, 2019. Total expenditure to remain at $138,268.00.

To be evidenced by an Assumption and Assignment Agreement through the Office of General Counsel.

ATTACHMENTS: Recommendation Memo; Assignment & Assumption Agreement; Vendor Information; Evaluation Matrix; Scope of Services; Pricing Sheets; Previous Awards

BUYER: _____
CHELSEY RENFROE

RESPECTFULLY SUBMITTED _____
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: **Kenneth Lathrop, Chief Information Officer, Information Technologies Division**

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

INFORMATION TECHNOLOGIES DIVISION

Jacksonville
Where Florida Begins.

February 13, 2017

TO: **Greg Pease, Chief of Procurement Division**

THRU: **Kenneth Lathrop, Chief of Information Technologies / CIO** Kenneth E. Lathrop

FROM: **Thomas Ossi, Technology Contract and Records Manager, ITD** Thomas Ossi

SUBJECT: **Assignment and Assumption Agreement - Administrative Award Request**

The Information Technologies Division is requesting approval to assign City Contract # 10047 from Field Data Solutions, Inc. to Frontier Precision, Inc., a North Dakota corporation.

ITD Management recommends obtaining an administrative award for COJ signatory on the Assignment and Assumption Agreement. This request is required as a result of the purchase of the assets of Field Data Solutions, Inc. by Frontier Precision, Inc. on July 1, 2016.

Frontier Precision, Inc. will honor all pricing, terms, conditions and other provisions referenced in City Contract # 10047.

City issued a request for proposals on ESC-0507-14 for The Mosquito Control Management System Replacement. Contract with Field Data Solutions, Inc. entered into September 30, 2014. The vendor provides annual software maintenance at the agreed upon amount for FieldSeeker Office Core and Mobile Core. The administrative award is at no cost to the City.

Your favorable approval of this request is appreciated.

CC: **Keith Chauffe, Senior Project Manager, ITD**

Attachments: **Assignment and Assumption Agreement**

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment") is effective as of the ____ day of _____ 2017 (the "Effective Date"), by and among **FIELD DATA SOLUTIONS, INC.**, an Indiana corporation, ("Assignor"), **FRONTIER PRECISION, INC.**, a North Dakota corporation ("Assignee") and the **CITY OF JACKSONVILLE**, a Florida municipal corporation ("City").

BACKGROUND FACTS

A. Assignor and City have previously entered into that certain Contract for Mosquito Control Management System Replacement dated September 30, 2014 pursuant to the City's RFP #ESC-0507-14 (City Contract # 10047) (the "Agreement").

B. Assignee has purchased substantially all of the assets of Assignor effective July 1, 2016.

C. Assignor possesses all right, title and interest in and to the Agreement and desires to assign, transfer and convey the Agreement to Assignee, and Assignee desires to accept such assignment and transfer upon the terms and conditions set forth herein.

D. The City's Procurement Division approved the City's consent to the assignment pursuant to Award #_____ dated _____, 2017.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Background Facts. The background facts as set forth above are agreed to be true and correct and are incorporated herein by this reference.

2. Assignment. As of the Effective Date, Assignor hereby assigns, transfer and conveys to Assignee all of its right, title and interest in, to and under the Agreement, and delegates to Assignee all of its now existing and hereafter arising duties and obligations under the Agreement.

3. Assumption. As of the Effective Date, Assignee acknowledges and accepts the foregoing assignment and delegation and expressly assumes, confirms and agrees to perform, comply with and observe all of the covenants, agreements, terms, conditions, obligations, duties and liabilities of Assignor under the Agreement, regardless of when such covenants, agreements, terms, conditions, obligations, duties and liabilities accrued, arose, or were incurred, together with all outstanding and future obligations of any kind whatsoever related thereto as and when due to be paid and performed.

4. City Consent. By executing this Assignment, the City expressly agrees and consents to and acknowledges Assignor's assignment of the Agreement, pursuant and subject to the terms of this

Assignment. This consent is expressly limited to the assignment to and assumption by Assignee pursuant hereto and shall not be deemed to be the consent to or authorization for any further or other assignment of the Agreement. Nothing contained in this Assignment shall be construed as modifying, waiving or affecting any of the provisions, covenants, terms and conditions or any of City's rights or remedies under the Agreement other than as specifically set forth herein. The parties hereby agree that Assignee shall be substituted for Assignor for the purposes of the Agreement. The parties hereby acknowledge that City's consent to this Assignment does not waive any rights the City may have to take action against Assignor with respect to any breaches of the Agreement by Assignor occurring prior to the Effective Date, and Assignor shall remain fully bound by and subject to the terms, conditions and covenants set forth in the Agreement, and the City may continue to look to Assignor to enforce all of the terms and conditions of the Agreement as if the assignment contemplated hereby had not occurred.

5. Further Assurances. Assignor agrees, upon request by Assignee or City, to execute, acknowledge and deliver or cause to be delivered such further instruments and do such further acts as may be necessary to carry out the purpose and intent of this Assignment.

6. Effect. All terms and conditions of the Agreement shall remain in full force and effect.

7. Successors. All future transfers and assignments of the Agreement transferred and assigned hereby are subject to the transfer and assignment provisions of the Agreement. This Assignment shall inure to the benefit of, and be binding upon, the permitted successors and assigns of the parties hereto.

8. Counterpart Execution. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Counterparts to this Assignment may be sent by pdf or facsimile and shall be acceptable and binding for all purposes.

9. Authority. Each of Assignor and Assignee represents and warrants to City that it has full right and authority to execute and perform its obligations under this Assignment and the Agreement, and the person(s) executing this Assignment on Assignor and Assignee's behalf **represent and warrant to City that such person(s) are duly authorized to execute this Assignment** and that all necessary approvals have been obtained to execute this Assignment. Assignor and Assignee shall deliver to City promptly upon request all documents reasonably requested by City to evidence such authority.

[Remainder of page intentionally left blank by the parties; signatures pages follow immediately.]

IN WITNESS WHEREOF, Assignor, Assignee and City have executed this Assignment effective as of the date first written above.

WITNESS:

_____

Print Name:_____

ASSIGNOR:

FIELD DATA SOLUTIONS, INC.
an Indiana corporation

By:_____

Print Name: _____

Its: _____

[Assignee counterpart signature page to immediately follow.]

WITNESS:

By:_____
Name:_____

ASSIGNEE:

FRONTIER PRECISION INC., a North Dakota corporation

By:_____
Name:_____
Title:_____

[City signature page to immediately follow.]

WITNESSES:

By:_____
Name:_____

CITY OF JACKSONVILLE, a Florida municipal corporation

By:_____
Lenny Curry
Mayor

ATTEST:

By:_____
James R. McCain, Jr.
Corporation Secretary

Form Approved:

Office of General Counsel

By:_____

G:\Gov't Operations\JDavis\ITD (1140)\Frontier\Assignment and Assumption Agreement.doc

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Frontier Precision, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
2020 Frontier Drive

Requester's name and address (optional)

6 City, state, and ZIP code
Bismarck ND 58504

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
4 5 – 0 4 2 3 0 8 8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here **Signature of U.S. person ▶** Paula Kimmelhofer **Date ▶** 5-20-2016

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Sunbiz.org Division of CORPORATIONS
an official State of Florida website

Detail by Entity Name

Foreign Profit Corporation
FRONTIER PRECISION, INC.

Filing Information

Document Number	F16000004981
FEI/EIN Number	45-0423088
Date Filed	11/04/2016
State	ND
Status	ACTIVE

Principal Address

2020 FRONTIER DR
BISMARCK, ND 58504

Mailing Address

2020 FRONTIER DR
BISMARCK, ND 58504

Registered Agent Name & Address

REGISTERED AGENTS INC.
3030 N. ROCKY POINT DRIVE, STE 150A
TAMPA, FL 33607

Officer/Director Detail

Name & Address

Title P

KEMMESAT, DENNIS
2000 RIVER DR NE
MANDAN, ND 58554

Annual Reports

No Annual Reports Filed

Document Images

11/04/2016 -- Foreign Profit | View image in PDF format

State of Florida

Department of State

I certify from the records of this office that FRONTIER PRECISION, INC., is a corporation organized under the laws of North Dakota, authorized to transact business in the State of Florida, qualified on November 4, 2016.

The document number of this corporation is F16000004981.

I further certify that said corporation has paid all fees due this office through December 31, 2016, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Seventh day of November, 2016

Ken Detzner
Secretary of State

CR2EO22 (1-11)

CONTRACT BETWEEN
THE CITY OF JACKSONVILLE
AND
FIELD DATA SOLUTION, INC.
FOR
MOSQUITO CONTROL MANAGEMENT SYSTEM REPLACEMENT

THIS CONTRACT is made and entered into as of September 30, 2014 (the "Effective Date"), by and between the CITY OF JACKSONVILLE (the "CITY"), a municipal corporation existing under the Constitution and the laws of the State of Florida, and FIELD DATA SOLUTIONS, INC., d/b/a Electronic Data Solutions, an Idaho corporation with its principal offices at 154 1st Avenue West, Jerome, ID 83330 ("ELECDATA").

WHEREAS, the CITY issued a Request for Proposals #ESC-0507-14 (together with Addenda 1, 2 and 3, the "RFP") for certain Mosquito Control Management System Replacement services (the "Services"); and

WHEREAS, based on ELECDATA'S response to the RFP dated July 7, 2014, consisting of 159 pages (the "Response"), the CITY has awarded this Contract to ELECDATA;

NOW THEREFORE, in consideration of the premises and the mutual covenants contained below, the parties agree as follows:

1. **Performance of Services**. The Services will be performed by ELECDATA as specified in the RFP and the Response.

2. **Compensation**. ELECDATA will be paid by the CITY for the Services as specified on the Price Proposal attached as **Exhibit A** hereto. The parties acknowledge that (i) the Project Schedule Start Date will be October 1, 2014 instead of August 1, 2014; (ii) the Warranty and Maintenance periods will run from the Project Go-Live Date; and (iii) the CITY is allocating an additional $9,473 under this Contract for contingencies and additional services that may be needed over the course of the agreement based on written purchase orders.

3. **Maximum Indebtedness**. As required by Section 106.431, *Ordinance Code*, the CITY's maximum indebtedness, for all products and services purchased under this Contract shall be a fixed monetary amount not-to-exceed ONE HUNDRED THIRTY-EIGHT THOUSAND TWO HUNDRED SIXTY-EIGHT AND 00/100 ($138,268.00).

4. **Term of Contract**. The initial term of this Contract shall commence on the Effective Date and shall expire five years after the Go-Live Date, unless sooner terminated by either party in accordance with the terms of the RFP.

5. **Intellectual Property**. In lieu of Sections 3.9 and 3.10 of the RFP, the parties agree as follows:

(i) For all Pre-Existing Materials, software programs, or source code and any customized materials and software programs, all inventions, discoveries, intellectual property including copyrights and trademarks, technical communications and records originated or prepared by ELECDATA under this Contract, including papers, reports, charts, computer programs, and other documentation or improvements thereto, shall be ELECDATA's exclusive property.

(ii) For any customized software programs developed for use under this Contract, ELECDATA shall provide a non-exclusive, non-transferable, fully-paid, perpetual, irrevocable, royalty-free worldwide license to CITY at no charge, to use and copy, all work or derivatives that would be needed in order to CITY to continue to perform for itself.

(iii) If ELECDATA ceases to do business (whether by bankruptcy or insolvency) or refuses to provide maintenance (provided CITY is current on Maintenance fees), or if this Contract is terminated for cause by CITY due to ELECDATA's material breach of this Contract, ELECDATA shall make available, at no cost, to CITY the most recent customized software programs functionality; pre-existing materials - that are relevant to, setup, configuration, and operation of the System, including, but not limited to, a complete copy of the source and executable code, not including third party software code or libraries, build scripts, object libraries, application program Interfaces, and complete documentation of all aspects of the system including, but not limited to, compiling instructions, design documentation, technical documentation, user documentation, hardware and software specifications, drawings, records, and related data ("Materials").

(iv) CITY shall have the right to copy, modify and use said Material for customized software programs. Upon release of the Material, CITY agrees that (a) ELECDATA retains ownership of the Material, (b) the Material is licensed to CITY subject to the restrictions of this Contract, (c) CITY may not remove or destroy any proprietary markings or legend placed upon or contained with the Material, (d) CITY may not market, sell, publish, transfer, disclose or otherwise make available the Material to any third party not permitted by this Contract to use the Licensed Software, (e) CITY shall hold the Material of ELECDATA in strict confidence and not make any disclosure except as necessary for its use thereof, and (f) except when actually being utilized for the sole purpose of continuing the benefits afforded to CITY by the Contract, **CITY shall keep the Material in a restricted, limited access area with access thereto limited to** designated personnel of CITY who have a need to use the Material for the purposes permitted hereunder for the duration of time as necessary to complete such permitted purpose. CITY shall return all Material if the event giving rise to the release of the Material is cured by ELECDATA.

6. **Contract Documents.** This Contract consists of the following documents which are incorporated herein and which, in case of conflict, shall have priority in the order listed:

- This document, as modified by any subsequent signed amendments.
- The RFP (as amended by Addenda 1, 2 and 3).
- Any Purchase Order issued under the Contract.
- The Response.

7. **Notices.** All notices under this Contract shall be in writing and be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

As to the CITY:

City of Jacksonville
ITD Contracts Manager
214 N. Hogan Street, 9th Floor
Jacksonville, FL 32202

With copy to:

City of Jacksonville
Office of General Counsel
117 West Duval Street, Suite 480
Jacksonville, FL 32202

As to ELECDATA:

Field Data Solutions, Inc.
1544 1st Avenue West
Jerome, ID 83330

8. **Contract Managers.** Each party will designate a Contract Manager whose responsibility shall be to oversee the party's performance of its duties and obligations pursuant to the terms of this Contract. As of the Effective Date, CITY'S Contract Manager is **[TBD]**, and ELECDATA'S Contract Manager is **Linda Dean Glover**. Each party shall provide prompt written notice to the other party of any changes to the party's Contract Manager or his or her contact information; provided, such changes shall not be deemed Contract amendments and may be provided via email.

9. **Entire Agreement.** This Contract constitutes the entire agreement between the parties hereto for the Services to be performed by ELECDATA. No statement, representation, understanding, agreement or course of conduct made by either party or any representative of either party, which is not expressed herein shall be binding. ELECDATA acknowledges that it **is entering into this Contract for its own purposes and not for the benefit of any third party.**

10. **Amendments.** All changes, additions, modifications, or amendments to this Contract shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

11. **Counterparts.** This Contract, and all amendments thereto, may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year first above written.

ATTEST:

CITY OF JACKSONVILLE

Karen Bowling
Chief Administrative Officer
For: Delegated By Mayor
Under Authority of
Executive Order No. 2013-02

By _____
James R. McCain, Jr.
Corporation Secretary

By _____
Alvin Brown
Mayor

In accordance with the *Ordinance Code*, of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and un-impounded balance in the appropriation sufficient to cover the foregoing agreement; and that provision has been made for the payment of monies provided therein to be paid.

_____
Director of Finance
CITY Contract Number: 10047

Req 158918 10/6/14

Form Approved:

_____
Office of General Counsel

ATTEST:

By _____
Signature

Pam O'Dell
Type/Print Name

Office Manager
Title

FIELD DATA SOLUTIONS, INC.

By _____
Signature

Linda Dean Glover
Type/Print Name

Co-Owner, VP/Marketing & Sales
Title

G:\Gov't Operations\THorkan\ITD\Electronic Data Solutions\Contract (09.30.2014).doc

Section 4
Description of Services and Deliverables

The following areas have been identified as system and functional requirements. The Contractor is responsible for becoming familiar with Mosquito Control business requirements to ensure the proposed system fully supports the business requirements to ensure enhanced business continuity and processes.

4.1 MCMS Hardware – Requirements

MCMS - Hardware Requirements	
Number	**Description**
H1	**Hardware Requirements**
H1.1	Contractor proposal must provide full equipment specifications, including model number and brand name, as well as installation diagram, for all equipment.
H1.2	The software provider will provide the hardware requirements needed to support their system, including mobile hardware needed for field data collection.
H1.3	The software provider will provide training on the new system.

4.2 Handheld Device – Requirements

Handheld Device Requirements	
Number	**Description**
HH1	**Hardware Requirements**
HH1.1	The handheld device must be rugged and waterproof (or water resistant).
HH1.2	The handheld device's screen must be visible in bright sunlight.
HH1.3	The handheld device's screen size must be easily readable.
HH1.4	The handheld device must feature large manual buttons (not completely touch screen).
HH1.5	The handheld device must provide a method of backup for field data to prevent loss of inspection/treatment information in the field.
HH1.6	The handheld device must feature a long battery life and include a rapid-charging rechargeable battery.
HH1.7	The handheld device must feature a warranty and include warranty service.
HH1.8	The handheld device must be fully supported by the Contractor, including software/firmware updates.
Handheld Device Requirements	
Number	**Description**
HS1	**Software Requirements**
HS1.1	The system must provide Supervisor tools to enable mobile management of trap information, laboratory surveys, mosquito species, sentinel chicken flock details, and laboratory test results.
HS1.2	The system must allow Supervisors to download GIS data for Service Request and Routine Inspection location, scheduled work orders, and accompanying maps onto the handheld device.
HS1.3	The system must automatically synch field data (Service Request, Routine Inspection, CARE Issue Status, maps, images, etc.) into the Mosquito Control Management System wirelessly, once the Technician returns to the office.
HS1.4	The system must provide access to the Service Requests and Routine Inspections on the handheld device.
HS1.5	The system must enable the Service Request form to be pre-populated with the following information on the handheld device:

Handheld Device Requirements	
Number	**Description**
	Issue Information: • Number • Status • Entered Date • Est. Completion Date • Description • Council District • CPAC • Section • Address • First Response Date • Comments **Complainant / Interested Party Information:** • Name (First/Last) • Home Phone • Work Phone • Fax • Address • City, State • Zip Code • Email
HS1.6	The system must enable the Routine Inspection form to be pre-populated with the following information on the handheld device: **Routine Information:** • Number • Date • Section • Address • Zip Code • Contact • Phone • Comments
HS1.7	The system must allow Service Request and Routine Inspection history to be available on the handheld device.
HS1.8	The system must allow the Technician to draw a polygon in order to map the Service Request and Routine Inspection location in the field.
HS1.9	The system must allow the Technician to take a photo of the Service Request / Routine Inspection location in the field.
HS1.10	The system must allow the Technician to update Service Request and Routine Inspection details on the handheld device.
HS1.11	The system must allow the technician in the field to map the trap sites, record trap site surveys, conduct sentinel chicken surveys, and record landing count rates.
HS1.12	The system must allow an technician to look at the complete history of a property, when the last inspection and treatment was made, what was it treated with, and the amount of product used. This display must be available on the handheld device by the Technician of any property in their respective territories.
HS1.13	The system must allow each Technician to have location lists on the handheld device.
HS1.14	The system must provide a store & forward capability, retaining stored Service Request and Routine Inspection form information until synching has taken place back at the office.

Service Request – Functional Requirements	
Number	**Description**
	Complainant / Interested Party Information: • Name (First/Last) • Home Phone • Work Phone • Fax • Address • City, State • Zip Code • Email **Inspection:** • Breeding Type • Instar • Contact Made (Y/N) • Recommendation • # of Tires • # of C/B • # of Containers • L / R • Date • Emp# / Time (Mins) • Remarks **Treatment:** • Date • Treatment • Type • Amt. Used • Acres • Tires • C / B • Containers • Emp# / Time (Mins)

4.4 Routine Inspection – Requirements

Routine Inspection – Requirements	
Number	**Description**
RI1.1	The system must be able to create, track, and provide reporting for Routine Inspections.
RI1.2	The system must allow Routine Inspections to be left open for repeat treatment.
RI1.3	The system must allow Routine Inspections to be closed when necessary.
RI1.4	The system must provide Supervisor tools to prioritize routine inspection, establish work zones, and identify trends and problem areas.
RI1.5	The system must allow the storage and tracking of the following fields: **Routine Information:** • Number • Date • Section • Address • Zip code • Contact

Surveillance – Functional Requirements	
Number	**Description**
	e. Number of positive dips. f. Sample number. g. Species (in the field at genus level by Technicians) identification in the lab further defines species. A species list (drop-down) should include the capability of a full list of all species, and a customized list which includes only the likely mosquitoes to be found. h. Larval counts and total number of larvae. j. Environmental data requirements include: rainfall, temperature, humidity, wind speed and direction, and landing rate counts.

4.6 Adulticide Requirements

Adulticide – Functional Requirements	
Number	**Description**
A1	**Functional Requirements**
A1.1	The system must allow the driver in the field to record spray activities, including location, time, and chemical type.
A1.2	The system must allow treatment areas to be viewed on a map.
A1.3	The system must provide PC tools for map display and query including the creation of treatment areas.

4.7 Larvicide Requirements

Larvicide – Functional Requirements	
Number	**Description**
L1.1	The system must allow technicians in the field to navigate to the water bodies needing inspection.
L1.2	The system must allow the crew to map a site, record an inspection, or view a past inspection.
L1.3	The system must allow technicians to record the application of multiple biological agents along with the efficacy dates.
L1.4	The system must allow the Technician to use efficacy dates to schedule follow-up visits.
L1.5	The system must provide a storm drain treatment toolbar and workflow.

4.8 GIS Requirements

GIS – Requirements	
Number	**Description**
G1.1	The system must allow locations and other information to be displayed as points, polygons, or lines.
G1.2	The Florida Natural Areas Inventory layer must be added to the GIS dashboard (Esri / Google). Mosquito Control can only treat these areas under specified emergency health thresholds, and it is critical for Mosquito Control to be able to see these sites. http://www.fnai.org/gisdata.cfm
G1.3	The system must allow Location Latitude/Longitude and attributes to be saved in a prescribed projection as an Esri compatible .shp file.
G1.4	The system must be able to automatically assign fog zones to the appropriate addresses. (The Contractor is required to identify their source of addresses and the frequency by which these addresses are updated. (See VS1.9)

4.11 General Software Requirements

General Software – Requirements	
Number	**Description**
GS1.1	The system must automatically add a new Service Request to the Mosquito Control Management System database when one is submitted by a citizen through the CARE system (see Section 4.18 Interface Requirements).
GS1.2	The system must automatically assign the appropriate fog zone to the service address that is listed on the Service Request.
GS1.3	The system must allow Mosquito Control to search for Service Requests by issue number, status, section, and street name on both the handheld device and the desktop application.
GS1.4	The system must allow Mosquito Control to manually add a new CARE Issue/Service Request from the desktop application.
GS1.5	The system must allow Mosquito Control staff to edit the inspection information on a Service Request or Routine Inspection in the Mosquito Control Management System.
GS1.6	The system must allow Mosquito Control staff to enter and save comments for a Service Request or Routine Inspection in the Mosquito Control Management System.
GS1.7	The system must allow Mosquito Control staff to enter a completion date for a Service Request in the Mosquito Control Management System.
GS1.8	The system must allow Mosquito Control staff to enter a section and section number for a Service Request in the Mosquito Control Management System.
GS1.9	The system must allow Mosquito Control staff to search for CARE Issues by Issue number on the handheld device and the desktop application.
GS1.10	The system must allow Mosquito Control staff to manually add a new Routine Inspection on the handheld device and the desktop application.
GS1.11	The system must allow Mosquito Control staff to search for Routine Inspections by Routine number, status, section, and street name on the handheld device and the desktop application.
GS1.12	The system must allow Mosquito Control staff to manually add a new Swamp Location from the handheld device or desktop application.
GS1.13	The system must allow Mosquito Control to search for Swamp Locations by Swamp number, status, section, and address.
GS1.14	The system must allow sorting capability. Sortable attributes should include but not be limited to Number, Issue Number, Description, Location, Section, Entered Date, and Estimated Completion Date on the handheld device and the desktop application.
GS1.15	The system must allow the printing of a blank Service Request worksheet from the desktop application.
GS1.16	The system must provide a Google Maps / MapQuest link for any street address listed on the handheld device or the desktop application.
GS1.17	The system must allow Mosquito Control staff to transfer a CARE issue to another department from the desktop application (required departments listed below): • Office of Special Events • Office of Parking Facilities • Employee Services/Employee Services • Employee Services/JHRC • Employee Services/JHRC/Office of EO/EA • Finance Service /Accounting • Finance Service/Budget • Finance Service/Director's Office • Finance Service/Risk Management

General Software – Requirements	
Number	**Description**
	• Planning and Development/Community Planning • Planning and Development/Community Planning/Environmental Planning • Planning and Development/Community Planning/Historic Preservation • Planning and Development/Community Planning/Long Range Planning • Planning and Development/Community Planning/Neighborhood Planning • Planning and Development/Community Planning/Parks Planning • Planning and Development/Community Planning/Transport. & Infrastructure • Planning and Development/Current Planning • Planning and Development/Current Planning/Zoning Administration • Planning and Development/Development Services • Planning and Development/Development Services/Addressing • Planning and Development/Development Services/Concurrency Management • Planning and Development/Development Services/Plans Inspection • Planning and Development/Development Services/ROW Inspection • Planning and Development/Development Services/Zoning Counter • Project New Ground/Project New Ground • Public Affairs/Public Affairs • Public Works/City User Fees • Public Works/Director's Office • Public Works/Engineering • Public Works/Engineering/BJP • Public Works/Engineering/Engineering CM • Public Works/Engineering/Paving & Drainage Design • Public Works/Engineering/TOPO-Survey • Public Works/Public Buildings • Public Works/Real Estate • Public Works/RoW & Grounds Maintenance • Public Works/RoW & Stormwater Maintenance • Public Works/Traffic Engineering • Public Works/Solid Waste • Public Works/Solid Waste/Collections Operations • Public Works/Solid Waste/Compliance Office • Public Works/Solid Waste/Disposal • Public Works/Solid Waste/Sanitary Service • Public Works/Storm Debris • Special Services/Behavior & Human Services • Special Services/Behavior & Human Services/Mental Health & Welfares • Special Services/Behavior & Human Services/Victim Services • Special Services/Children's Commission • Special Services/Medical Examiner • Special Services/Senior Services
GS1.18	The system must provide the flexibility to add/edit the COJ departmental list.
GS1.19	The system must provide the ability to add an inspection to a Service Request issue.

General Software – Requirements	
Number	**Description**
GS1.29	The system must function with the City's standard security suite, which is currently McAfee Enterprise Antivirus.
GS1.30	All systems must support Ethernet connectivity and auto-sensing 10/100/1000 MB/s transmission speeds.
GS1.31	The software system must be fully supported by the Contractor, including software updates, patches, and maintenance.
GS1.32	The system must be able to consume basic SQL Server data.
GS1.33	The system must archive data for historical purposes.
GS1.34	For external users, the system must provide access to all associated components using the same User ID and Password.
GS1.35	For external users, the system must provide forgot password option with the ability to reset passwords.
GS1.36	The system must be ADA compliant.

4.12 Additional Technical and Infrastructure Requirements

Additional Technical Requirements	
Number	**Description**
TR1	**General Technical Requirements**
TR1.1	The application must be Web-based compatible and in conformance with the following W3C minimum standards: XHTML 2.0 CSS 2.1 XML 1.0 (fourth edition)
TR1.2	The application must have the ability to work offline (handheld devices) and sync updates when online.
TR1.3	The Contractor must be able to demonstrate that the log-on protocols can sufficiently limit the viewing and editing privileges for data that is used exclusively by one or more of the users.
TR2	**For Hosted Solutions**
TR2.1	Contractor must maintain a secure hosting environment providing all necessary hardware, software, and Internet bandwidth to manage the application and support users with permission based logins.
TR2.2	Hosting Services must be provided on a network offering adequate performance to meet the business requirements for the Mosquito Control Division. Adequate performance is defined as 99.99% uptime, exclusive of the regularly scheduled maintenance window.
TR2.3	A dedicated Wi-Fi system must be provided in order to accommodate the synching of the handheld devices with the new Mosquito Control Management System.

4.13 Web Browser Requirements

Web Browser Requirements	
Number	**Description**
W1.1	The system must be accessible via Web browsers as listed below: • Mozilla Firefox – 20 and higher • Microsoft Internet Explorer – 8 and higher • Google Chrome – 20 and higher • Apple Safari – 5 and higher

Reporting – Functional Requirements	
Number	**Description**
R1.9	Report access must be restricted by security role. For example, an administrator may have access to all reports, but supervisors can only access reports within their location, functional area, or select reports depending on their security account set up.
R1.10	The system must provide GIS Map Reports. The system application report capabilities must make available map displays for quick reporting.
R1.11	The integrated system must provide end-to-end tracking and inventory control of pesticides with the ability to report on the data.
R1.12	The system must allow management to review chemical inventory by day, week, month, or year on the desktop application.
R1.13	All reporting must comply with federal, state, and local laws and regulations pertaining to reporting procedures, details, features, and any other relevant requirements.

4.16 Security Requirements

4.16.1 Data Security Requirements

Security Requirements	
Number	**Description**
D1.1	Define your approach to data backup and recovery.
D1.2	Define your strategy to ensure the security and integrity of the data collected.
D1.3	The Contractor must provide clear and concise language that identifies the City as the owner of all data within the new system.
D1.4	The solution must provide appropriate data access to enable compliance to agents of the City administering an audit process of the data collected. The solution provider must provide delivery of the application source code and/or access to data as defined by the City's IT department during negotiation.

4.16.2 General Security

The solution must provide features that allow the user to configure security access.

Security Requirements	
Number	**Description**
S1.1	The system must perform user authentication for all users, preferably utilizing Active Directory accounts for the City.
S1.2	The system must provide the ability to create an Administrator who can have user or group account maintenance privileges.
S1.3	The system must provide the ability to create and assign user roles with permissions defined based on the role assignment.
S1.4	The system must provide the ability to assign system administrators by functional area as well as "super" system administrators with access to all functional areas.
S1.5	The system must provide the ability to deactivate a user.
S1.6	The system must maintain transaction history for deactivated users.
S1.7	The system must provide the ability to reset passwords for authorized users.
S1.8	The system must provide the ability to define system level of access depending on user role.
S1.9	The system must create an audit log to track changes to existing records.

Additional Contractor Specifications	
Number	**Description**
VS1.4	Contractor proposal must list the base map API services that their system consumes or is able to consume.
VS1.5	Contractor software must be able to receive a data feed from the City's AVL system, containing the fogger on/off information.
VS1.6	Contractor must list the types of data formats that their system can consume.
VS1.7	Explanation must be provided of existing screens and data elements, available user defined fields, and any other available features that can be used to meet requirements through system configuration.
VS1.8	Contractor must define all hardware, software, and networking requirements.
VS1.9	Contractor is required to identify their source of addresses and the frequency by which these addresses are updated.
VS1.10	Contractor must be able to provide a sandbox demonstration of their product in order to exhibit how the system will operate as well as provide a rigorous user-testing environment.
VS1.11	The Contractor will include with their proposal, a description of the software development resources and the processes that will be made available to provide these capabilities listed as requirements in this document. This should also include a top level project plan with milestones, dependencies, critical paths, and completion timelines for all project phases from start to completion and maintenance.
V1.12	The Contractor will identify in a simple format, the features discussed in this requirements document that are standard features and features that will require customization.
V1.13	The Contractor must complete the ITD Contractor Questionnaire (located at the end of this document) and define any software, hardware, and operational requirements for an "On Premise" solution.
V1.14	Explanation of product scalability must be provided. The Contractor must identify required core modules and describe any risks or issues with deferring the implementation of additional modules.
V1.15	The Contractor solution must have a help desk available to assist all Mosquito Control personnel.

4.18 Interface Requirements

Below are the systems that will be impacted by the implementation of an enterprise solution. The list represents existing applications and interfaces as well as new interfaces that will need to be established within the new solution.

Number	Impacted System	Description	Replace, Change, Test
1.	CARE	CARE will need to be connected to the new Mosquito Control Management System. When a citizen creates an issue that belongs to Mosquito Control in CARE, the bridging between CARE and the new MCMS will occur via table link servers. ITD uses scheduled jobs to push and pull issues to and from MCMS into CARE. These scheduled jobs run every few minutes and will update both systems (see Exhibit 4:,	Change, Test

ATTACHMENT B
EVALUATION MATRIX

The evaluations will be based upon the following criteria, and Contractors are requested to provide, as a minimum, the information listed under each criterion. **Failure to provide adequate information on any criterion will result in lower scores and may result in rejection of the proposal as non-responsive.** Contractors are encouraged to arrange their responses in a format that will offer ready review and evaluation of each criterion.

1. **ABILITY TO DESIGN AN APPROACH AND WORK PLAN TO MEET THE PROJECT REQUIREMENTS.** Describe the Contractor's ability to meet ~~understanding of~~ the requirements of this solicitation, and its ability, approach and/or plan to satisfy the same in complete compliance with all applicable federal, state and local laws, statutes, ordinances, rules and regulations. **(30 points maximum score)**

2. **QUOTATION OF RATES, FEES OR CHARGES AND OTHER DETAILED COST PROPOSAL OR COST BREAKDOWN INFORMATION.** Describe the Contractor's overall willingness to meet both time and budget requirements for the project, in particular, proposed total compensation or unit price quotations, including, without limitation, hourly rates, fees, or other charges that will ultimately be used during, contract negotiations to calculate or determine total compensation. **(20 points maximum score)**

3. **COMPETENCE.** Including professional and/or technical education and training; experience in the kind of projects to be undertaken; availability of adequate personnel, equipment and facilities and the extent of repeat business of the persons. Provide names and resumes of all individuals to be assigned to this project. List previous projects similar to the one in the RFP, which have been satisfactorily completed. Provide resumes of principal staff/project manager showing years of experience in the field to which they are assigned for this project. **(15 points maximum score)**

4. **FINANCIAL RESPONSIBILITY.** Describe form of business, i.e., proprietorship, partnership, corporation; years in business; changes in ownership; bank reference(s); past, present, pending and/or threatened legal proceedings within any forum; and any other information the Contractor may wish to supply to demonstrate financial responsibility. Failure to provide all listed information and documentation will result in score less than maximum for this criterion. **(15 points maximum score)**

5. **PAST AND PRESENT RECORD OF PROFESSIONAL ACCOMPLISHMENTS WITH COMPARABLE AGENCIES.** Provide a list of completed projects that are similar in nature and scope to the project under consideration with references to include owner's contact person and telephone number. Describe any outstanding accomplishments that relate to specific services being sought. Responding to this evaluation criterion necessitates that Contractors include statements of their past and present record of professional accomplishments or performance. **(10 points maximum score)**

6. **ABILITY TO DEMONSTRATE SYSTEM OPERATION AND EFFICACY; AND ALLOW FOR HANDS ON EVALUATION SUFFICIENT TO DETERMINE CAPABILITY WITH REGARDS TO PROJECT REQUIREMENTS PRIOR TO INSTALLATION. (10 points maximum score)**

EVALUATION SCORING CRITERIA

1) Ability: 30 points total. Basis for evaluation will primarily be the BRD.
   30 points: 100-91% fulfills the BRD
   25 points: 90-86% fulfills the BRD
   20 points: 85-61% fulfills the BRD
   15 points: 60-46% fulfills the BRD
   10 points: 45-36 % fulfills the BRD
   5 points: 35-26% fulfills the BRD
   0 points: 25-0% fulfills the BRD

2) Cost: 20 points total, based on total cost. Vendors will be ranked by total cost.
   a. 20 points to vendor with least cost
   b. 15 to second
   c. 10 to third
   d. 5 to fourth lowest
   e. 0 to any remaining

3) Competence 15 points total. Vendors would receive 5 points for each section of criteria met.
   a. Education and training
   b. Experience and previous work with similar projects
   c. Adequate support personnel with resumes

4) Company Financial Information: 15 points total. Vendors would receive 3 points for each section of criteria met.
   a. Years in business
   b. Bank references
   c. Change of ownership
   d. Minimal Legal actions (past, present, threatened)
   e. Other pertinent information

5) References: 10 points total. Vendors would receive maximum points for contactable references. If references are not provided or cannot contact, 0 points.

6) Sandbox Environment: 10 points total. Are you willing to provide a sandbox environment* to allow 5 users to conduct hands-on testing and evaluation of your product?

   - 10 points – able to provide a working sandbox environment with CARE integration.
   - 5 points – able to provide a working sandbox environment without CARE integration.
   - 0 points – not able to provide a sandbox environment

   *Note: Only the top scoring vendor(s) will be selected to develop a sandbox environment (2 weeks will be provided for development of the sandbox environment).

7) Sandbox Demonstration: This category will be a separate item reserved for the top vendor(s) selected.

<u>Sample 1 – Multi-demos:</u>

- **Two week* sandbox evaluation period.** The three (3) highest scoring vendors must provide a test environment whereby the solution can be tested by all functional areas for a period of no less than two weeks. Vendor must provide explanations regarding the use of APIs or other programmatic options to meet RFP interface requirements. The purpose of this process is to

TITLE: MOSQUITO CONTROL MANAGEMENT SYSTEM REPLACEMENT

BID NO: ESC-0507-14

OPEN DATE: JUNE 18, 2014

BUYER: ANNETTE BURNEY, ANALYST

No. Invited: (13) No. Received: (2) No Bids: (0)

Recorded By: Gail Sampson Announcer: Lisa King

			ELECTRONIC DATA SOLUTIONS	LEADING EDGE ASSOCIATES	
		TOTAL COST:		Rejected (non-responsive)	
NOTES	DESCRIPTION	POINTS			
	DESIGN/WORK PLAN	30	21.40		
	QUOTATION OF RATES	20	19.20		
	COMPETENCE	15	13.20		
	FINANCIAL RESPONSIBILITY	15	14.00		
	PROFESSIONAL ACCOMPLISHMENT	10	9.60		
	SYSTEM OPERATION & EFFICACY	10	9.60		
	Total Points	100	87.00		
		Minimum Qualifications:	Y	N	
		Terms:	N	N	
		Delivery (Business Days)	N	N	
		Conflict of Interest:	Y	Y	
		Addendum (1-3) :	Y	Y	

SUBJECT: MOSQUITO CONTROL DATA MANAGEMENT SYSTEM REPLACEMENT

BID #: ESC-0507-14 **OPEN DATE: 7/9/14**

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: SERVICE CONTRACT – FIVE (5) YEARS FROM DATE OF EXECUTED CONTRACT

AGENCY: INFORMATION TECHNOLOGIES DIVISION

BASIS OF AWARD: TO THE HIGHEST SCORING, RESPONSIVE, RESPONSIBLE BIDDER BASED ON THE ESTABLISHED SELECTION CRITERIA

NUMBER OF BIDS INVITED: (18) NUMBER RECEIVED: (2) OTHER: (0)

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to reject Leading Edge Associates, Inc. for being non-responsive in submitting required information as outlined in Section 1.4, Minimum Requirements, including business license, financial statements and Section 3.21 as it relates to the performance bond.

Recommend approval of award to Electronic Data Solutions to provide a mosquito control data management system for the Mosquito Control Division through the Information Technologies Division. Period of service is for five (5) years from date of executed contract through September 30, 2019. Total estimated not to exceed expenditure in the amount of $138,268.00.

Funding Source: OPIT536-06427-ITMC01-01

Attachments: Recommendation Memo, Tabulation, Rejection Notice, Scoring Sheet, Evaluation Matrix and Specifications

BUYER: _____
ANNETTE BURNEY

RESPECTFULLY SUBMITTED _____
For. GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: USHA MOHAN, CHIEF INFORMATION OFFICER, INFORMATION TECHNOLOGIES DIVISION

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 5 MEMBERS DISAPPROVING ____ DATE: 08/28/14
OTHER: _____

ACTION OF AWARDING AUTHORITY DATE 8/29/14

APPROVED ✓ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Karen Bowling
Chief Administrative Officer
For Mayor Mike Brown
Under Authority of
Executive Order No. 2013-04