

**SwiftComply**

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Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs	
12407-805--01-01	On-Line Information Management System for Tracking Backflow Assemblies: Refer to Cost Proposal Page	<b>Supplier Product Code:</b> SwiftComply Backflow Program Management	<b>First Offer -</b>	1 / each	Y	Y
				Lot Total	<b>\$0.00</b>	
				Supplier Total	<b>\$0.00</b>	

**SwiftComply**

Item: **On-Line Information Management System for Tracking Backflow Assemblies:Refer to Cost Proposal Page**

**Attachments**

SwiftComply - RFP 12407-805 Response.pdf



# Solicitation 12407-805

## On-Line Information Management System for Tracking Backflow Assemblies

*Response by:*



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Laurie D Platkin, CPPB  
Senior Procurement Specialist  
Finance - Procurement Division  
City of Fort Lauderdale, FL

**Solicitation 12407-805 - On-Line Information Management System for Tracking Backflow Assemblies**

Dear Ms. Platkin,

SwiftComply is pleased to present its proposal for the provision of an On-Line Information Management System for Tracking Backflow Assemblies for the City of Fort Lauderdale, Florida.

To achieve our mission to protect public health and the environment, SwiftComply provides software and program management services that helps local government agencies optimize their regulatory programs and develop collaborative relationships with regulated businesses and service providers.

Having reviewed your requirements, I am confident that SwiftComply is a strong partner for the City of Fort Lauderdale and I hope we have demonstrated this in our proposal.

If you have any questions, or require further information, please do not hesitate to contact me on 925-393-4105 or by email at michael@swiftcomply.com.

Sincerely,



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Michael O'Dwyer  
Founder & CEO  
SwiftComply US Opco Inc

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## Executive Summary

SwiftComply's online backflow program management solution is preferred by innovative water authorities across North America. We believe the biggest challenges facing modern backflow program managers today are lack of innovation and technological advancement in the industry combined with inherent administrative friction between regulators, testers and customers. To overcome these hurdles and create more impactful programs, SwiftComply's solution focuses on two areas: 1) digitization of administration processes, and, 2) online engagement and collaboration platform for customers and testers.

Our proposed solution for the City of Fort Lauderdale includes a flexible, user-friendly and highly configurable online customer management database that enables real-time compliance tracking of customers, contacts, backflow assemblies, surveys and communications.

A key differentiator of SwiftComply is that our solution goes beyond data management & compliance tracking for water purveyors. SwiftComply provides a free online directory for water customers and testers that allows them to discover, connect and contract local certified testers. This solution is a win-win for all stakeholders as it reduces friction, improves customer experience and delivers improved compliance outcomes.

## Company Background

SwiftComply was established in Ireland 2016 by its founder and CEO, Michael O'Dwyer. As a water & wastewater engineer at Dublin City Council (Ireland), Michael saw first hand how manual, paper-based and inefficient compliance programs can be. He created SwiftComply to fix this problem with modern, collaborative technology.

Since 2016 SwiftComply has expanded rapidly across North America. In 2019 the company acquired XC2 Software, adding over 30 years experience in cross-connection survey, inspection and backflow management software. Today, SwiftComply supports over 400 water purveyor customers that deliver water service to 50 million citizens, including 20 customers in the state of Florida.

SwiftComply's main office is located in Pleasanton, CA and our customer service team is located in Portland, OR. The main customer service functions for this project will be delivered from our Portland office, with standard hours of operation from 8am-6pm EST daily.

## Project Team

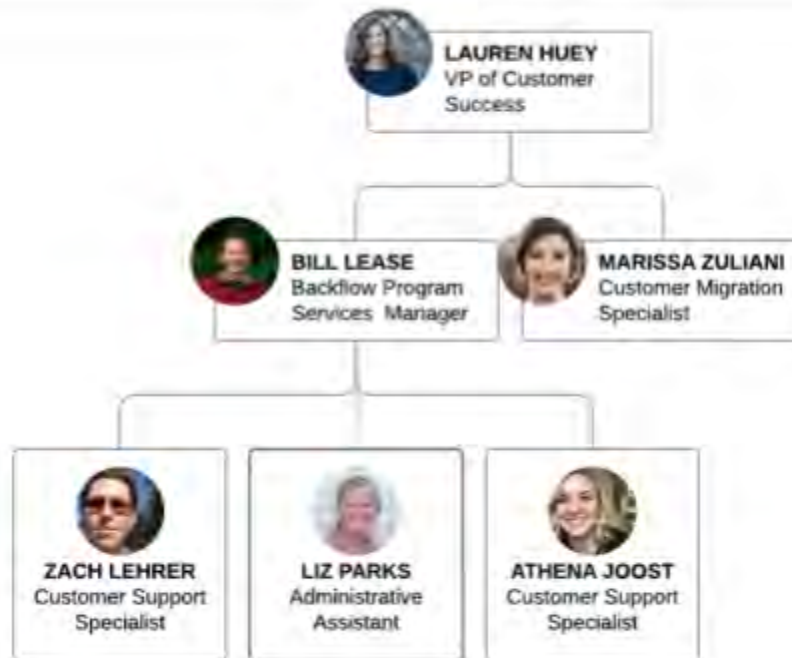
SwiftComply boasts an experienced and highly qualified project team to deliver this project through implementation and execution. Our team is led by Lauren Huey, VP of Customer Success, who has personally managed 50+ similar projects over the past 2 years. Lauren will oversee project implementation and collaboration with the City. Her duties include developing a project plan, system configuration, data migration and training. Supporting Lauren through the implementation will be

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Marissa Zuliani, who specializes in customer migrations & data conversion. Post-implementation, Bill Lease will be responsible for ongoing management of notices and tester/customer support. Bill has over 20 years experience in supporting backflow programs. Bill will be supported by two customer support specialists, Zach Lehrer and Athena Joost, who provide front line support to testers and customers. Finally, Liz Parks provides administrative support to the project team.

#### Project Team Organizational Chart



One of the benefits of selecting SwiftComply is that we work in partnership with our clients to establish open, collaborative client relationships with continuous feedback and improvement, which lasts long after deployment. We continuously strive to innovate and improve our solution. Our customer success team will be available to help optimize your program, refresh training and share best practice on a regular basis under a defined Service Level Agreement.

In this proposal we will demonstrate that we have necessary qualifications, skills and experience to exceed the City of Fort Lauderdale's requirements, and a commercial proposition that exceeds expectations.

Thank you for taking your time in considering the proposal that we have put forth. We're excited by the opportunity to work with the City of Fort Lauderdale and look forward to hearing from you in the near future.

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## Qualifications & Experience

<b>Name</b>	SwiftComply US Opco, Inc
<b>Primary Business Address</b>	6701 Koll Center Parkway Suite 250, Pleasanton, CA 94566
<b>Phone</b>	1-480-490-5259
<b>Email</b>	hello@swiftcomply.com
<b>Website</b>	<a href="https://www.swiftcomply.com/">https://www.swiftcomply.com/</a>
<b>Form of business</b>	C-Corporation
<b>State of Incorporation</b>	Delaware
<b>Date of Incorporation</b>	May 2017
<b>Commitment to conservation</b>	SwiftComply Environmental Policy Statement - page 25
<b>Minority/Women (M/WBE)</b>	SwiftComply Compliant Memorandum - page 24
<b>Number of Customers</b>	426
<b>Employees</b>	28 FTE 6 managers 7 R&D 2 Business Development 12 customer operations and support
<b>Contact Person</b>	Olivier Terrien - Oliver@swiftcomply.com
<b>Software solution</b>	Software as a Service, cloud based, accessible 24/7 via web browser, unlimited users, automatic updates & upgrades.

Our team brings 30 years of experience in cross connection survey, inspections, and backflow prevention management. We currently serve over 400 customers across our SwiftComply and XC2 products, including 20 municipalities in the state of Florida. Cumulatively, our customers track over 1.5 million backflow assemblies using SwiftComply products.

One of our core competencies is the delivery of a managed online backflow management program identical to the scope defined in your RFP. Our team currently supports over 2,000 certified testers who submit tens of thousands of backflow test reports through our online portal each month.

In this proposal we have provided references for three customers with similar projects to Fort Lauderdale requirements, City of Houston, TX, JEA, FL and Robeson County, NC.

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PROJECT SUMMARY	
<b>Customer</b>	City of Houston, TX
<b># of Backflows</b>	42,000
<b>Price per test</b>	\$9.25
<b>Customer Since</b>	2009 [Online test entry since July 2019]
<b>Project Scope</b>	<p>The scope for this project is identical to Fort Lauderdale's requirements as outlined in the RFP. Some of the main similarities include:</p> <ul style="list-style-type: none"> <li>• Provision of a database of facilities, backflow assemblies, surveys and test reports.</li> <li>• Preparation and mailing of up to 2 test-due notifications with the City's logo, to water customers informing them of their backflow testing requirements.</li> <li>• Maintain a record of all notifications sent in the backflow database.</li> <li>• Management and hosting of an online website for backflow test entry by the certified backflow tester, with automatic verification of passing/failing tests.</li> <li>• Provision of an online application for backflow testers to manage and update test kit calibrations, tester certifications and view a history of tests entered.</li> <li>• Maintenance of a PCI-compliant online payments system to facilitate the collection of test reporting fees from backflow testers by credit card.</li> <li>• Provision of real-time updates to records, including submitted backflow tests, in the City database.</li> <li>• Provision of an online directory with all current active, certified testers.</li> <li>• Provision of a customer code for each water customer to securely access their unique record.</li> <li>• Provision of customer support helpline (phone and online) for water customers and backflow testers. Maintain an online FAQ for customers.</li> </ul>

Both JEA and Robeson County projects are similar in nature to the Houston project defined above, and references have been provided for each project. Each project involves the provision of an online test entry service that enables backflow testers to enter test reports online directly into a City-owned database. With Jacksonville Energy Authority (JEA) a lower test entry fee is levied, because SwiftComply does not handle mailing letters on their behalf. All other aspects of this project are the same.

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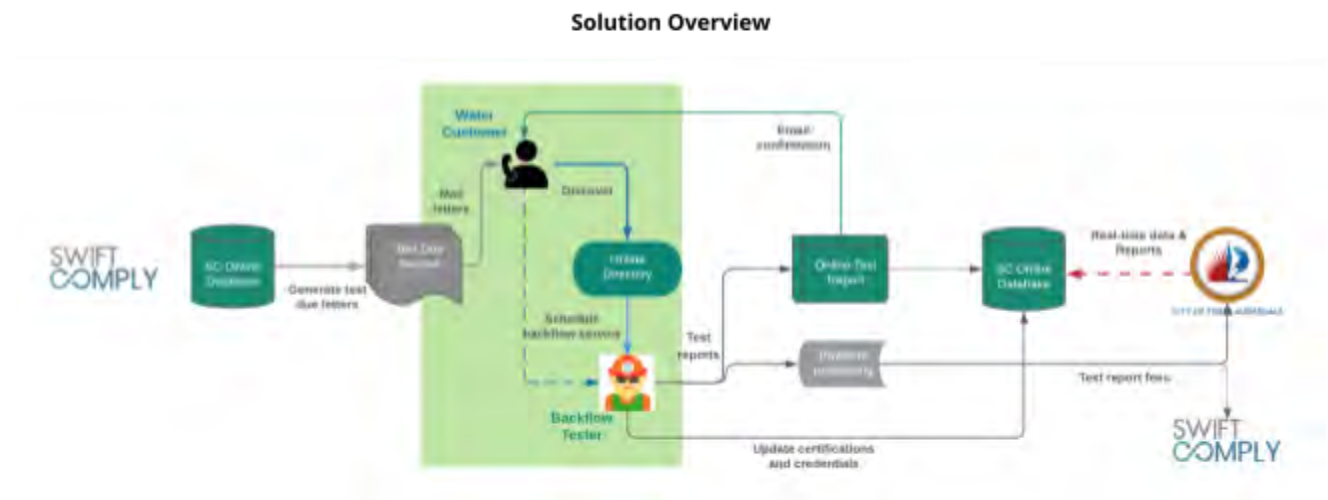
## Approach to Scope of Work

Commercial backflow prevention assemblies need to be tested annually as required by the state regulation and shall have documentation available in the case of an audit. To be successful:

- The city must rely on a trusted system of records of assets, status and all activities related to this compliance program.
- The city must ensure water customers have access to certified testers and such testers have up to date certification and test kit calibrated to perform their activities.
- The overall Cross Connection Control program needs to be business friendly for the community including water customers and certified testers.
- Real time visibility of program performance, customer satisfaction and report to the state regulator will ensure control over the program proper execution.

SwiftComply's solution meets 100% of your requirements as defined in the RFP. To illustrate this, we have included a compliance matrix in the appendix.

We believe backflow prevention can be managed in a better way and we are bringing unique capabilities. Our approach is to enable collaborative relationships with the city team, water customers, and backflow testers. Ultimately our goal is to reduce friction, improve overall compliance and make it easier for everyone.



In practice, this means we are not only focusing on the City database aspect of our solution. We have built the first online directory and marketplace that allows customers and testers to connect, communicate and book, schedule and pay for backflow testing services. We believe that in the future all backflow tests will be scheduled and managed seamlessly in an online solution, and our aim is to bring this digital future to the customers and citizens of Fort Lauderdale.

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## Unique Benefits

SwiftComply Advantage	Stakeholders Benefits	Other Solutions
Complete Data Access, Ownership & Management for <b>city staff</b> .	Full control and access to data in real-time yield higher productivity. Approval authority over all data entered into the application.	<i>Limited access and manual change requests.</i>
Integration with GIS, Workforce Management and Billing systems.	Better city staff collaboration. More done with less time.	<i>Siloed solution.</i>
Customizable and flexible solution.	Self-serve capability allows City admin users to add, edit or remove custom fields and properties.	<i>Changes need to be submitted to the vendor.</i>
Survey and inspection capabilities.	Ability for city staff to create multiple mobile friendly templates and perform different field surveys/inspections.	<i>Not available.</i>
Automated updates and new features to support over 400 customers' evolving needs.	City staff benefits of new capabilities and ongoing improvements leveraging best practices from a large pool of peer users.	<i>Limited new software capabilities.</i>
Online Directory and Marketplace for <b>water customers</b> .	Test lifecycle can be fully automated for water customers' peace of mind.	<i>Disjointed processes. More effort to select, track and remember.</i>
Online Directory and Marketplace for <b>testers</b> .	Connect with customers, benefit from improved exposure and customer satisfaction reviews.	<i>Alphabetical list with limited content.</i>

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SwiftComply Highlights

Our approach is to enable collaborative relationships with the city staff, water customers, and testers through our state-of-the-art management platform and dedicated services team. We support the respective stakeholders, manage the processes and support the technology.

In this section we will highlight and showcase some elements of our solution, through screenshots and accompanying descriptions.

**City users** have access to all data at any time from anywhere on any internet connected device. With a custom, real-time dashboard I can easily monitor the program’s execution and performance.

The dashboard (right) can be configured based on user preferences, allowing different city users to focus on different areas and priorities.

A screenshot of the SwiftComply application showing the approval process for backflow test reports. The interface includes fields for 'Status' (Awaiting Acceptance), 'Compliance' (Not Compliant), 'Assembly Type' (RP), 'Shape' (Ball), and 'Access' (DCBD). There is a 'Notes' section with a text area. At the bottom, there are buttons for 'View Report', 'Download Report', 'Accept Report', 'Reject Report', and 'Send Back Report'.

SwiftComply is unique in the flexibility provided to city users, specifically in relation to the data fields, forms and workflows within the application.

One such example of this (left) illustrates an approval process for backflow test reports. With this review process, city users have the ability to accept, reject or send back a submitted backflow test report.

As part of this process, the system automatically verifies the data and highlights any compliance issues within the test report, as illustrated below.

A screenshot of the SwiftComply application showing a table of compliance issues. The table has two columns: 'Error' and 'Issue'. The first row shows 'RP Check Valve 1 Held At PSID' with the issue '1 < MinValue 5'. The second row shows 'RP Relief Valve Opened At PSID' with the issue '1 < MinValue 2'.

City users have the same access to information as the SwiftComply team, providing full transparency and accountability for the service.

SwiftComply is a system-of-record for the backflow program and a full log of all activities is recorded and available for review at any time. For example (right) is a list of communications logs listing all notices sent from the application.

Communication ID	Communication Type	Status	Creation Date	Received Date
1000000001	Notice of Violation	Open	2020-05-27	2020-05-27
1000000002	Notice of Violation	Open	2020-05-27	2020-05-27
1000000003	Notice of Violation	Open	2020-05-27	2020-05-27
1000000004	Notice of Violation	Open	2020-05-27	2020-05-27
1000000005	Notice of Violation	Open	2020-05-27	2020-05-27
1000000006	Notice of Violation	Open	2020-05-27	2020-05-27
1000000007	Notice of Violation	Open	2020-05-27	2020-05-27
1000000008	Notice of Violation	Open	2020-05-27	2020-05-27
1000000009	Notice of Violation	Open	2020-05-27	2020-05-27
1000000010	Notice of Violation	Open	2020-05-27	2020-05-27

**Survey Information**

Survey Date: 2020-05-27

Surveyor Name: Bobbi Winterrowd

Surveyor Title: Surveyor in training

Survey Purpose: Material Improvements

Initial Survey: Yes

Another benefit of using SwiftComply is the ability for the city users to perform field inspections and/or surveys with all the data available in real-time on mobile or tablet devices.

Unlimited survey forms and templates can be created and customized by the City admin users.

All data can be exported to other city systems such as GIS or asset management.

SwiftComply is set up to ensure that your state reporting obligations are met seamlessly. An example extract from a state report is included (right).

During implementation our team will define state and other reporting requirements before configuring the system. Thus ensuring the overall success of the project.

**Florida Department of Environmental Protection**  
**CROSS-CONNECTION CONTROL PROGRAM ANNUAL REPORT**

**Confidentiality**

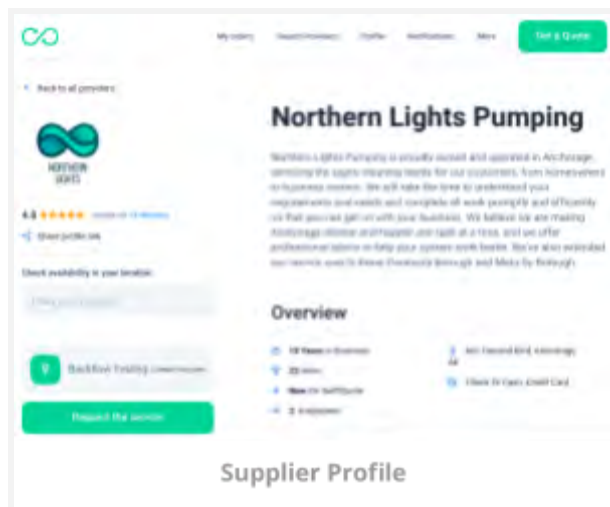
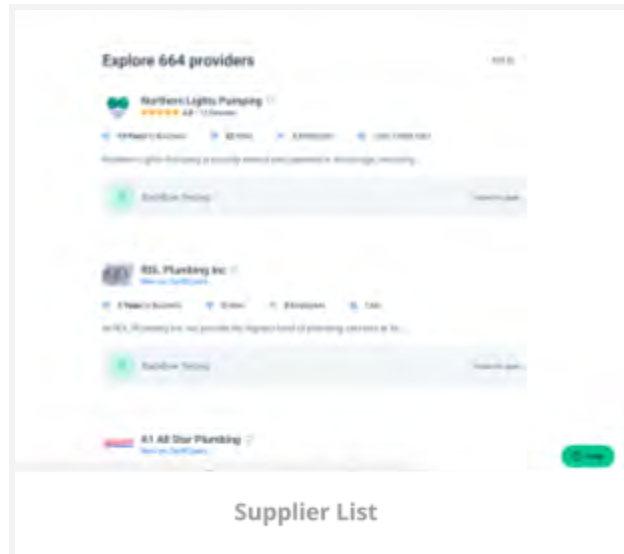
**Summary of Program**

Category of Cross-Connection	Number of Cross-Connections	Number of Cross-Connections with Backflow Preventers	Number of Cross-Connections with Backflow Preventers that are Not Working	Number of Cross-Connections with Backflow Preventers that are Not Working and are Not Being Repaired
<b>A. Backflow Preventer Installation</b>				
1. Backflow Preventer Installation	1,100	1,100	0	0
2. Backflow Preventer Installation	1,100	1,100	0	0
3. Backflow Preventer Installation	1,100	1,100	0	0
<b>B. Backflow Preventer Maintenance</b>				
1. Backflow Preventer Maintenance	1,100	1,100	0	0
2. Backflow Preventer Maintenance	1,100	1,100	0	0
3. Backflow Preventer Maintenance	1,100	1,100	0	0

**Water customers** have access to a wealth of information to make sure they are informed about backflow test requirements with test notices and test report confirmation.

SwiftComply delivers a better user experience for water customers, providing them with access to an online directory of certified backflow testers.

Customers can discover testers through a directory, with each tester having its own online profile complete with feedback and validated reviews by other customers. The customer can opt for a fully digital experience and request a quote and book their backflow test online also.



Suppliers (backflow testers) can showcase their business, experience and qualifications in an online profile.

Customers use the online profile to discover and connect with suppliers. They also have access to a built in messaging system to keep track of all relevant communications in one place.

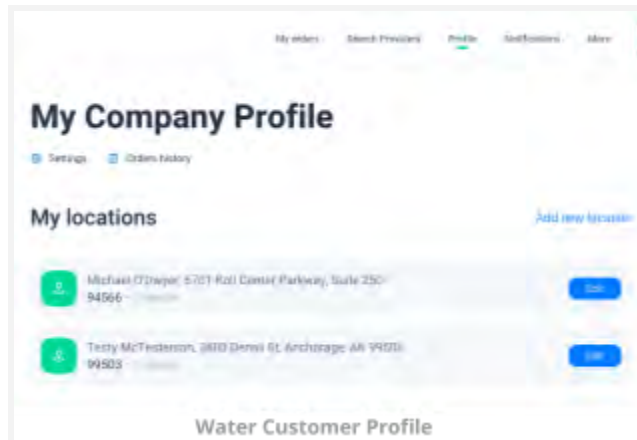
SwiftComply also has a built-in customer review system and customers are invited to submit feedback after every backflow test.

This feature helps improve quality and establish trust and accountability within the ecosystem.



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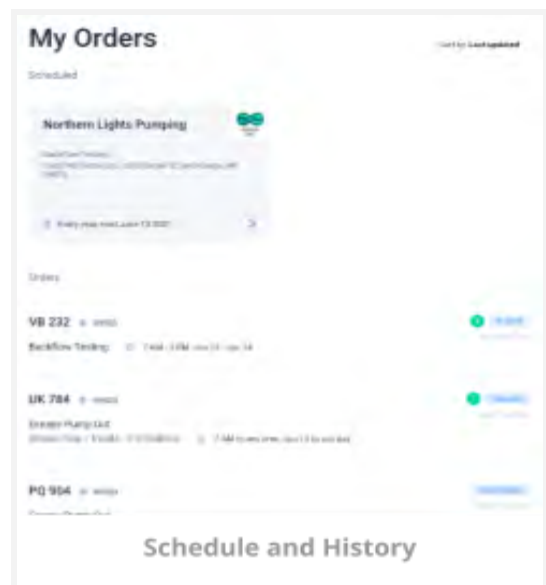
Water customers also have access to a secure online profile where they can manage multiple locations and devices, and view their compliance history, including previous test reports.

Customers can have multiple users for one location, or manage multiple locations from one account.

Water customers have access to their order history and can schedule once-off or recurring services.

The recurring service feature is unique, as it allows customers to schedule their annual backflow test each year, thus making it easy to stay compliant with the city requirements in future years.

SwiftComply also has the capability for a full digital experience, where water customers can choose to receive notices by email instead of regular mail (or both email and mail). This option can be enabled at any time if the city chooses to.



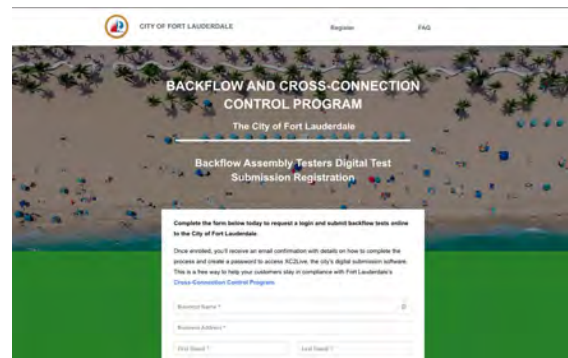
SwiftComply can uniquely address the different preferences of water customers and offer them to choose from a fully digitized process to a manual process. We believe this will raise the bar of customer satisfaction. They will have the ability to respond to a web based customer satisfaction survey. The satisfaction survey questions, frequency and access will be defined in collaboration with the City of Fort Lauderdale.

SwiftComply maintains a custom, city-branded registration page for **new backflow testers** to register with the city.

A mockup is available for review:

<https://www.bftester.com/fort-lauderdale/>

**Existing certified testers** will receive an invitation to log to the backflow tester web portal.



SwiftComply for backflow testers is accessible from any internet-connected device. We provide a simple and modern user interface to submit backflow test reports directly to the city's online database (or for approval as required by the city-defined process).

Testers can also update their credentials and test kit calibrations through the online portal. One unique aspect of SwiftComply, is that once updated, these credentials are shared regionally with all water purveyors, who use Swiftcomply, that the tester is registered with.

Another benefit of SwiftComply is the transparency we provide for all backflow test reports submitted with real-time status updates (as shown on the right).

City users can accept, reject or send back backflow test reports. This reduces confusion and manual back-and-forth between the city and testers.

Status	Result Type	Serial Number	Location Name	Address
Accepted	Pass RP	2W25090	Mailroad R	9044 S I
Accepted	Fail RP	896402	Quality Surface of Metro Shopping	7359 W
Accepted	Pass RP	592168	Metro Dishwasher	3557 W
Accepted	Pass RP	551097	Olivia's Roundup	9451 S I
Accepted	Pass RP	2000816	North Star Liquor	7698 E I
Accepted	Pass RP	4L71619	R L Plimpton Assoc Inc	7480 N
In Progress	7 BP	111819	New Again Auto Re-Con Systems	881 S F
Accepted	Pass RP	0L18891	National Lender Services Inc	5450 N
Accepted	Fail RP	8F40895	Midwest Sales CO	4557 S I
Accepted	Pass RP	2000816	North Star Liquor	7698 E I

SwiftComply's world class customer service team handles questions from testing contractors, verifies up-to-date certifications and test kit calibrations or other questions related to this program. Similar to water customers, testers will also have the ability to respond to a satisfaction survey. The City of Fort Lauderdale will have access to all forms submitted and informed of any complaints within 48 hours.

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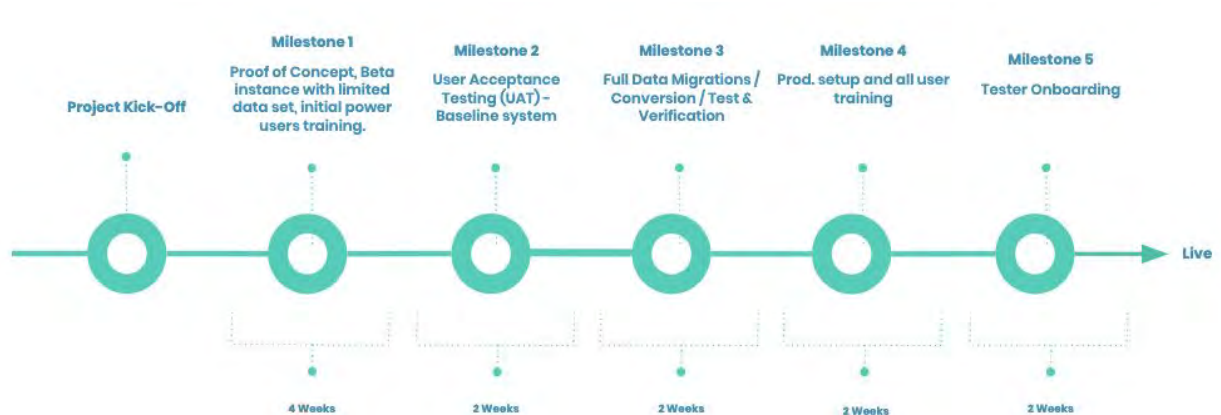


## Project Implementation Plan

The following project implementation plan will be leveraged to ensure timely project delivery including training plan, comprehensive integration, and user acceptance test plan, business process reengineering tasks, major implementation milestones and project governance strategy.

### Project Timeline

SwiftComply estimates a 12-week timeline for implementation and training. The final project timeline will be confirmed, and a more detailed project schedule prepared after the project kick-off meeting. We will work with Ft Lauderdale to meet your desired schedule for project completion.



### Project Milestones

SwiftComply has identified the following major implementation milestones.

Task Details	Owner	Start	Finish	Days	Progress	Status
<b>Kick-Off Meeting</b>	SC	7/15	7/15	1		
<b>Milestone 1: Proof of Concept, Design, and Configuration</b>						
Compatibility with City requirements (IT etc.)	SC	7/16	7/21	4		
Reports Configuration	SC	7/21	7/22	2		
Functional Requirements	SC	7/22	7/29	7		
Review business process flows	FL	7/23	7/24	2		

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Identify business process reengineering tasks	SC	7/23	7/23	1		
Data conversion design	SC	7/29	8/5	7		
Configuration Review and Test	SC	7/29	8/5	7		
Approve configuration	FL	8/5	8/11	5		
<b>Milestone 2: User Acceptance Testing (UAT)</b>						
Develop a test plan	SC	8/12	8/12	1		
Review UAT Scripts	FL	8/13	8/14	2		
Install test and Set up TEST environment	SC	8/17	8/19	3		
Configure TEST environment per milestone 1	SC	8/17	8/19	3		
Train City users	SC	8/20	8/20	1		
Execute user acceptance test	SC	8/21	8/21	1		
Test Data conversion	SC	8/24	8/24	1		
Resolve testing exceptions	SC	8/25	8/26	2		
<b>Milestone 3: Data Migrations /Conversion (execution)</b>						
Write data migration programmatic scripts	SC	8/27	8/28	2		
Provide data migration plan	SC	8/31	8/31	1		
Migration of existing data	SC	9/1	9/4	4		
Test, adjust, retest as required	SC	9/7	9/9	3		
<b>Milestone 4: Prod Environment setup and go live</b>						
Configure Production (PROD) environment	SC	9/10	9/11	2		
Verify PROD environment setup and data migration	SC	9/14	9/17	4		
Final training review	FL	9/18	9/18	1		
Go Live	SC	9/21	9/21	1		
Verify, test and sign off	FL	9/21	9/23	3		
<b>Milestone 6: Testers onboarding</b>						
Outreach for water customers and testers	FL	9/24	10/2	7		
Approve bespoke tester enrollment page	FL	9/24	9/24	1		
Conduct virtual tester training sessions	SC	10/5	10/7	3		
			Total	82		

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## Project Governance

### Communications

SwiftComply will produce bi-weekly status reports that list the following items:

1. Accomplishments for the week
2. Work to be accomplished for the following week
3. Issues that might require management attention
4. Risks to the project's success.

SwiftComply and Ft Lauderdale will schedule regular status meetings to ensure proper communication.

Once SwiftComply has completed each Milestone, SwiftComply will submit a summary report to Ft Lauderdale within 7 days. This will be reviewed within 3 – 5 business days by Ft Lauderdale to ensure compliance with the requirements.

Each milestone is subject to Ft Lauderdale approval. Any changes to the project scope, cost or schedule must follow Ft Lauderdale's change request process.

Once all milestones have been completed, SwiftComply will submit a final report to The City.

### Issue Management

Issues requiring Ft Lauderdale's attention will be documented in the bi-weekly status report. Ft Lauderdale will attempt to resolve the issue within the timeframe described. If the issue cannot be resolved, then it will be escalated further and addressed by Ft Lauderdale and SwiftComply management.

### Change Control Management

Any changes to the project scope (additions and/or deletions), project timeline (due to unforeseen design, infrastructure, or other issues), modifications to SwiftComply or Customer responsibilities and other actions, will be handled according to the Change Control process. This process is meant to ensure that changes to the original defined project scope are agreed upon and managed so that the integrity of the solution is maintained and that changes are reflected in the project scope. Changes may impact the project schedule and cost and these impacts will be clearly identified and resolved by mutual agreement.

Ft Lauderdale will drive the process for all Change Requests:

- If SwiftComply identifies a change, it must be clearly documented in the bi-weekly status report.
- Ft Lauderdale will complete a Change Request identifying the change required.
- SwiftComply will then provide estimates for the change (if applicable)
- Ft Lauderdale will then review the estimates and provide approval.
- If required, a change to the purchase order will be completed and sent to SwiftComply.
- Scheduling of SwiftComply resources will be mutually agreed upon as part of the change request.
- After the change has been performed, The City will review the work and sign-off on the acceptance.

### Risk Management

Identified Risk	Priority	Mitigation Action	Responsibility
Security clearance issues	High	SwiftComply to provide all necessary documentation in a timely manner	SwiftComply
Weather related delays	Low	None of the project work is weather dependent. In the case where weather impacts travel, SwiftComply will schedule alternative dates	Both SwiftComply & Ft Lauderdale
Public health risks arising from Coronavirus	Low	Swiftcomply will monitor local health department guidance on travel restrictions. Majority of the project work is completed offsite	SwiftComply
Project overrun	Medium	Project governance strategy and management approach mitigates this risk	SwiftComply
Availability of Ft Lauderdale IT team	Low	In the absence of Ft Lauderdale IT personnel, SwiftComply will continue to work with their knowledge and expertise. We will require some high-level interaction, however, SwiftComply trained consultants are qualified to execute without Ft Lauderdale's IT assistance. The project managers will ensure that all parties know the impact to the schedule due to resource vacations.	Both SwiftComply & Ft Lauderdale
SwiftComply software malfunction	Low	If the tools and Software used by SwiftComply provide inaccurate information, SwiftComply will fix the	SwiftComply

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		software and redo the activities at no additional cost to Ft Lauderdale	
SwiftComply failure to meet Ft Lauderdale requirements	High	Ft Lauderdale will review the performance of SwiftComply throughout the project and determine what mitigation strategies would be put into effect.	SwiftComply

### Ft Lauderdale Responsibilities

Ft Lauderdale Responsibility	Potential Impact to project
Ft Lauderdale will designate a sole point of contact whose role it is to grant all approvals, provide information and otherwise be available to assist SwiftComply in the delivery of the service.	Impact to schedule, scope and budget
Ft Lauderdale will provide access to the appropriate personnel (management, technical, subject matter expertise, etc.) necessary to fulfill the contract requirements as needed.	Impact to schedule
Ft Lauderdale will provide appropriate procedures, guidelines, standards, reference materials, and system/application documentation as needed.	Impact to schedule

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## Project Training Plan

The final project training plan will be prepared based on the training requirements gathered during the project kick-off meeting. We will work with Ft Lauderdale to meet your desired training outcomes and schedule for project completion.

### Training Objectives

- Ensure that all impacted staff receive relevant training to prepare them for using the SwiftComply application
- Ensure appropriate level of skill is reached in order to perform roles with SwiftComply application

### Training Approach

To help retention of learning, SwiftComply will adopt a blend of training delivery methods to best meet the needs of Ft Lauderdale. This will include: Instructor-Led Training, Job-aids and e-learnings

### Training Roles & Responsibilities

SwiftComply will be responsible for all training materials (online and offline) and providing the representatives from our product and customer success teams on-site to complete the training.

Ft Lauderdale will be responsible for providing appropriate equipment and access to facilities to complete the training.

### Training materials

1. Quick Reference guides - online  
Act as a job aid to assist the users once they return to their day-to-day tasks
2. Recorded Video Content - online  
Remind users of key features, options, and methods of working with the SwiftComply software
3. Instructor manuals – online  
Provides a comprehensive review of how each feature of the software works, and provides advice on how to use the available features

## Conclusion

We are confident to meet and exceed your expectations:

- A professional service organization that can manage effectively customer notifications and backflow testing processes done by certified testers.
- A modern and intuitive web based user interface; both mobile and desktop friendly.
- Best Management Practice of user and asset data, including dashboard, regulatory and operational reports;
- A responsive and knowledgeable customer success oriented organization to implement and support effectively the Public Works' Sustainability Division team.

We have responded to 100% of your requirement list as compliant.

Our team has a proven track record with hundreds of data migration processes from third party legacy systems and will take a collaborative approach to implement your project.

And thanks to our large user base and scaled organization we are able to offer a very competitive fee proposal that delivers over 30% less cost than your current solution.

**We thank you for taking the time in considering this proposal. We're excited by the opportunity to support the City of Fort Lauderdale's objective of managing a reliable and business friendly backflow prevention program. We look forward to earning your trust.**

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## Appendixes

- 1. References**
- 2. Minority/Women (M/WBE) Participation**
- 3. SwiftComply Environmental Policy Statement**
- 4. Requirements - Compliance Matrix**

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## References

Project Name	Project Scope
City of Houston, Texas	Backflow database management Regulatory and operational reports Testers and backflow owners management (incl. Online test reports and Test notices mailing)
Local Agency Contact Information	Project details
Tom Nguyen, <a href="mailto:thong.nguyen@houstontx.gov">thong.nguyen@houstontx.gov</a> (832) 395-3826	Customer since 2009 Size: 42,000 backflow assemblies Backflow program management set-up in 60 days. Initial licensing: under \$50,000 Yearly maintenance: under \$4,000 Test fee: \$9.25 Project was delivered on time and within budget.

Project Name	Project Scope
City of Jacksonville, Florida	Backflow database management Regulatory and operational reports Testers management (incl. Online test reports only)
Local Agency Contact Information	Project details
David Kaplan, <a href="mailto:kapldj@jea.com">kapldj@jea.com</a> (904) 665-5522	Customer since 2012. Size: 32,000 backflow assemblies Initial licensing: under \$30,000 Yearly maintenance: under \$4,000 Test fee: \$2.50 Project was delivered on time and within budget.

Project Name	Project Scope
Robeson County, North Carolina	Backflow database management Regulatory and operational reports Testers and backflow owners management (incl. Online test reports and Test notices mailing)
Local Agency Contact Information	Project details
Boyce Locklear <a href="mailto:boyce.locklear@co.robeson.nc.us">boyce.locklear@co.robeson.nc.us</a> (910) 272-7478	Customer since 2009 Size: 1,000 backflow assemblies Initial licensing: under \$10,000 Yearly maintenance: under \$1,000 Test fee: \$13.50 Project was delivered on time and within budget.

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## Minority/Women (M/WBE) Participation

SwiftComply strives to empower minority and women participation, which is highlighted in our diversity and inclusion policy (extract below). In 2020 we increased the percentage of women in our workforce from 40% to 48%. Our non-discrimination policy helped attract talents from different origins and groups including veterans and employees with 6 nationalities.

Although our company is not based in Florida we are helping the state of Florida in its effort to promote local Small and Minority Businesses by identifying and highlighting them in our Local Service Provider (i.e. Backflow Testers) online directory. Hence we can help Fort Lauderdale's water customers make an informed decision including one based on M/WBE's criteria.

### 12B COMPLIANT MEMORANDUM TO EMPLOYEES



To: All SwiftComply Employees  
 From: Michael O'Dwyer, CEO  
 Re: Domestic Partner Benefit Policy  
 Date: January 4, 2019

SwiftComply US Opco, Inc. does not discriminate based on the following protected categories:  
 Race, Color, Creed, Religion, National origin, Ancestry, Age, Sex, Sexual Orientation,  
 Gender identity (transgender status), Domestic Partner status, Marital status, Disability,  
 AIDS/HIV status, Height, Weight

SwiftComply US Opco, Inc. offers the following employee benefits equally to employees with spouses and employees with domestic partners, and to the spouses and domestic partners of such employees:

- Health Insurance - Kaiser Permanente
- Retirement - Guideline, Inc.

Domestic partners are defined as same-sex and opposite-sex couples who are registered with any state or local government domestic partner registry. Any requirements for proof of relationship or waiting periods for domestic partnerships are also applied to marriages. Domestic partner registry certificates are accepted as fully equivalent to marriage certificates.

(4-15)

## Subcontractors

This project will be self-managed and delivered by SwiftComply US Opco Inc. There will be no use of subcontractors on this project.

## Local Business Preference

Form E - local business preference, does not apply to SwiftComply US Opco Inc and has therefore not been included in this submission.

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## SwiftComply Environmental Policy Statement

SwiftComply is the provider of technology, auditing & communication services to businesses, water authorities and third party service providers. We are dedicated to reducing paperwork, driving efficiency through smart systems and enabling the circular economy. Specifically we drive this change by promoting the capture of fat, oil and grease (FOG) waste for energy recovery purposes.

In carrying out our business we contribute to, and rely upon, the quality of the natural environment and we strive to protect it by working in an environmentally responsible manner, demonstrating high standards of environmental care and operational performance.

This policy statement outlines the environmental objectives to which we are committed as part of a wider commitment to sustainability. SwiftComply's board of directors and leadership team will continue to develop and execute this policy and will make the necessary resources available to ensure its realisation. We aim to continually improve our environmental performance.

In particular we will:

1. Operate in an environmentally friendly way and promote activities and behaviours which endeavour to prevent environmental pollution.
2. Identify relevant new Environmental Legislation, as relevant, and incorporate the requirements of this legislation into our practices.
3. Seek to continually improve our environmental performance.
4. Ensure that all our employees and those who work on our behalf are aware of and have appropriate training in the environmental aspects of our activities.
5. Promote green-commuting through walking, cycling and public transport to reduce our carbon footprint.
6. Educate and inform our staff and the public on the benefits of network protection and FOG management

These commitments will be incorporated into our business practices and we will adopt appropriate environmental objectives and targets to progress their achievement.



Michael O'Dwyer, CEO

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## Requirements - Compliance Matrix

GENERAL DESCRIPTION OF SERVICES	Compliant
Database Setup: All existing backflow assemblies registered by the City to be added to the online database by Contractor's staff. This information is garnered from the City's existing database and past test reports, as well as any additional backflow data discovered during inspections and surveys.	yes
Notifications: Contractor will send written notifications by U.S. Mail, using postage paid letters sent with the City's logo, to water customers informing them of their backflow testing requirements. Contractor sends at least two customizable notices to the City. Contractor must include the Contractor's company name and contact information. The last CCCP tester of record shall be included on each notification letter sent. In addition, the Contractor keeps a real-time, detailed log of all notices sent and provides capability of the City to produce additional, customized letters on the City's own behalf.	yes
Data Entry: All test reports for existing backflow assemblies are entered by the CCCP tester into the Contractor's online program. The Contractor will require all information to be completed, eliminate incomplete test reports and verify whether the test is passing or failing per American Society of Sanitary Engineers (ASSE) standards.	yes
Testing Company: Contractor will provide, confirm and maintain a real-time dashboard for tracking all applicable licenses and calibration certificates to ensure quality control and integrity of the CCCP. In addition, testing companies must have capability to access past test report history and receipt transactions within the system.	yes
Test Report Submittal: Tester pays an administrative fee of \$45.00 to Contractor (see Scope VI Financials) when submitting each backflow test report. As each report is successfully submitted, PDF copies of the report are automatically sent via email to the Tester. Tester also receives a receipt via email detailing all test reports submitted. When a device is replaced or new, Tester emails the test report to the Contractor. The Contractor will then request approval from the City to submit a replacement. Contractor then updates the information in the database according to the test report information provided by the City.	yes
Security: All customers are protected by an individual confirmation number that keeps their information private. Data shall be backed up daily using separate, offsite servers and utilize up to date firewalls and system protections.	yes
Reporting: City will have complete access to Contractor's system and real time data shall be available at all times, including holidays. City shall have access to view the backflow information for all customers using a personalized real-time dashboard. This dashboard shall track the companies working in the City supporting the CCCP and allow an immediate view of all failed backflow assemblies. The City shall be able to view a real time non-compliance report including a detail of all customers deemed non-compliant. The City shall have direct access to a real-time survey report, including complaints, with responses provided by all customers to provide feedback on the Contractor's service. Additional customizable reports will be available directly in the system with the ability add additional reports based on the City's evolving needs. All reports shall be exportable into excel spreadsheets.	yes

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Customer Service: Contractor shall receive and process all customer service issues including inquiries from water customers and Testers using a toll-free customer service number with multiple service lines and immediate options to speak to live persons for service during normal business hours. The customers will not be re-directed to automated menus. This includes assistance with software application questions, statutory and code questions, technical plumbing and fire protection questions, as well as general customer inquiries. All voice messages receive outside of normal business hours will have a return call or email the next business day. See Section V of the Scope for additional information.	Yes
<b>SCOPE</b>	
Website: Contractor will maintain the online website to ensure a functional backflow assembly tracking system. The Website and all collected information must be stored safely and securely against computer hacking and malware.	yes
3.2.1.1 Contractor shall have or make a vanity URL that is easy for users to remember and to promote.	yes
3.2.1.2 Contractor shall maintain a website that is easy to navigate and comprehensive in its available information. Website shall include a Question and Answer (Q&A) section available to the general public that addresses common frequently asked questions associated to a backflow program. It may contain illustrations, pictures, articles, and relevant information that facilitate communications at an 8th grade reading level. All content shall be subject to City approval and may be changed at the City's sole discretion.	yes
3.2.1.3 Contractor will maintain a list of Testers available to the public. The list of Testers shall include Tester Name, Address, Phone Number and Email, along with web address if applicable.	yes
3.2.1.4 Contractor shall maintain an internet website where Testers shall input all data related to backflow tests that is easy to understand and use by licensed testers.	yes
3.2.1.5 Contractor shall have a clearly visible contact toll-free phone number and email address on the landing page of their website.	yes
3.2.1.6 Contractor shall provide a website accessible database with tiered levels in an easy to understand and secure portal. The access levels shall be City, Tester, and Customer or equivalent and reflect access as per below:	yes
A. City: 1) The City shall have access to all available data in an exportable (Microsoft Excel) format. 2) The City shall have the capability to generate customizable reports. 3) The City shall have the capability to generate customized letter formats that may be used for multiple customers as a selected group print. 4) The City shall have access to view all transactions at all times. 5) The City shall have all capabilities of the Tester and Customer tiers below.	Yes
B. Testers: 1) Tester shall have ability to upload documents. 2) Tester shall have ability to upload the testing equipment calibration information. 3) Tester shall have ability to upload tester certification information. 4) Tester shall have ability to include a field for Unique Service ID on the test entry screen. 5) Tester shall have ability to include a field for meter numbers. 6) Tester shall have ability to upload any information required in compliance with the regulatory requirements. 7) Tester shall have ability to review and export into Microsoft Excel all past customers information.	Yes

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C. Customers: 1) Customer shall have the ability to lookup their unique address or serial # and determine the status of their tests. 2) Customer shall have the ability to view, print, or save their last test report.	Yes
3.2.2 Database: Contractor shall, through the use of its software, resources, and personnel, maintain the online database to ensure a functional backflow assembly tracking system that is easy to understand and use by licensed Testers and water service customers. The database shall be robust and utilize Microsoft, Oracle, MySQL or an equivalent as approved by the City.	Yes
3.2.2.1 The database shall have the following fields available for each backflow assembly and will populate those fields at the initiation of the contract using the downloads and data provided by the City. It is not anticipated but some data may need to be manually input and will be the responsibility of the Contractor. A. Account number B. Property name C. Property address D. Property city E. Property state F. Property zip code G. Identify residential property H. Contact first name I. Contact last name J. Contact phone K. Contact email L. Mailing name M. Mailing address N. Mailing address 2 O. Mailing city P. Mailing state Q. Mailing zip code R. Serial #	Yes
S. Meter # T. Unique Service ID U. Manufacturer V. Model W. Size X. Hazard Y. Location of device on the property Z. Due date AA. Last test date BB. Last testing company CC. Active/Inactive DD. Additional address and contacts that would be beneficial to Contractor for returned mail research may be included. (See Section 3.2.4 Notices and Letters)	Yes

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<p>3.2.2.2 Database shall track and document verifications of Tester licenses and gauge calibration certificates, including a pro-active color-coding system of expiration dates. Expired calibration certificates and tester licenses will change color or provide an indicator upon expiration. Database shall contain the following information at a minimum.</p> <p>A. Company name</p> <p>B. Company address</p> <p>C. Company phone number</p> <p>D. Company email address</p> <p>E. Person who will be administrator of account</p> <p>F. Add all Testers and email copies of all Tester licenses to Contractor</p> <p>1. First name</p> <p>2. Last name</p> <p>3. License copies in PDF format</p> <p>G. Add all test kits and email copies of calibration certificates to Contractor</p> <p>1. Manufacturer</p> <p>2. Model</p> <p>3. Serial number</p> <p>4. Calibration expiration date</p>	Yes
<p>3.2.2.3 Include fields for meter numbers and Unique Service ID on the test entry screen in addition to the required test fields below.</p> <p>A. Date test was performed</p> <p>B. Check Valve #1 value</p> <p>1. Check closed tight/held or leaked</p> <p>C. Check Valve #2 value</p> <p>1. Check closed tight/held or leaked</p> <p>D. Relief Valve value (if an RPZ)</p> <p>E. Tester name – drop down list of approved testers</p> <p>F. Test kit used – drop down list of valid test kits</p> <p>G. Meter number</p> <p>H. Unique Service ID</p> <p>I. Pass or fail selected</p>	Yes
3.2.2.4 Maintain permanent records for each test that identifies the Tester and instrument used.	Yes
3.2.2.5 Perform daily backups of all City data. Data shall be backed up to an offsite storage facility. Backup system functionality shall be tested every six months by partial or full comparative review against the original data.	Yes
3.2.2.6 Provide municipal access so that the City has exclusive access to all its proprietary data.	Yes
3.2.2.7 All information contained within the Contractor's online database system will remain the property of the City. As such, the City will have access into the program to view all transactions. Contractor may not use data collected or share data at any time without the express written permission of the City.	Yes
3.2.2.8 Provide continuous/on-going training to City staff and Testers including changes made to the database, data collection system and/or tentative future changes.	Yes
3.2.3.9 Contractor will maintain database and verify the Tester certification credentials for each test submitted are current and up to date. Software shall alert Tester, Contractor and City that they are not currently certified. Expired Testers shall be unable to enter information related to tests performed into Contractor's website and receive an online notice that their credentials are expired, and how to update their credentials. (See Section 3.2.3.11)	Yes

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3.2.3.10 Contractor shall maintain database and verify the calibration of the Tester's instrument(s) is current within one year of the calibration. The software will alert the Tester, Contractor and City that the calibration of the instrument is expired.	Yes
3.2.3.11 Contractor's software shall reject test(s) submitted without acceptable current Tester certificates or calibration of instruments. Tester shall receive an online notice regarding the expiration and direction as to how to update their certification or instruments.	Yes
3.2.3.12 The Contractor will provide a list of testers and their contact information with emails and physical address.	Yes
<b>3.2.4 Notices and Letters</b>	
3.2.4.1 Contractor will send up to two (2) formal, written notices via US mail to water customers that have backflow assemblies, advising them that their assembly is due for testing. Returned mail shall not be counted as sent. The Test Due Notice shall be mailed approximately 60 days ( $\pm$ 3 days) prior to the scheduled test due date. The second notice shall be sent 30 days ( $\pm$ 3 days) prior to the scheduled test due date if the backflow test results have not been entered into the online data base. Contractor shall provide a toll-free customer service telephone number and email address on all notices for the City's backflow customers. All notices shall have the City's logo clearly displayed.	Yes
3.2.4.2 In order to facilitate the testing procedure, the Test Due Notice will include the identity of the water customer's last Tester of record, together with all relevant contact information, if information is available to Contractor.	Yes
3.2.4.3 At the time the Test Due Notice is mailed to the water customer, Contractor shall also transmit a notice to the last Tester of record advising Tester that the water customer's assembly is due to be tested. This Tester Notification is designed to increase test compliance, thereby reducing enforcement costs incurred by the City.	Yes
3.2.4.4 Contractor shall provide additional letters as required for enforcement actions or survey/inspection notification directly from a personalized dashboard. City shall have the ability to view any record of letters previously sent out of the online system, including PDF copies of the documents mailed electronically or via US Mail.	Yes
3.2.4.5 City shall be able to create and edit an infinite number of letter templates (i.e. compliance notices, etc.) to be sent directly via Contractor's software.	Yes
3.2.4.6 Contractor shall maintain a record of every letter sent on behalf of the City.	Yes
3.2.4.7 E-mail Notifications of passing or failing reports, as well as copies of every test report emailed to the User and Contractor, shall be maintained in the Contractor's database and available to City staff at any time.	Yes
3.2.4.8 Contractor shall receive, research and re-process all correspondence returned by the US postal or electronic mail to obtain accurate address and delivery and verify that such correspondence is received by the appropriate responsible party/customer.	Yes
<b>3.2.5 Customer Service</b>	
3.2.5.1 Contractor shall receive and respond to all incoming phone calls, electronic correspondence and all other communications from water service customers and Testers about the City's CCCP.	Yes
3.2.5.2 Contractor shall provide a toll-free customer service telephone number and include on website and on all notices generated.	Yes

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3.2.5.3 Contractor shall familiarize themselves with the unique requirements of the City, State, and Federal codes in order to respond to customer calls by the start of the contract.	Yes
3.2.5.4 Contractor shall include backflow Tester list and FAQ's on the contractor's website for the City. City shall approve all content prior to posting online for public use.	Yes
3.2.5.5 When a backflow device is replaced or newly installed, the Tester emails the test report to Contractor. Contractor shall request approval from the City to submit replacement. Contractor then updates the information according to the test report information provided by the City. Contractor shall withhold approval of all newly installed backflow assembly tests until verification approval from the City is received. The verification approval is necessary in order to verify permitting, water service account information, and possibly perform an on-site inspection. Once approved by the City, the backflow test and data will be added to the database by Contractor for future compliance.	Yes
3.2.5.6 Contractor shall communicate with City Administration Staff regularly to clarify any anomalies in program implementation.	Yes
3.2.5.7 Contractor will implement a customer service survey in coordination with the City and provide a quarterly summary report of responses to the survey along with real time access to results.	Yes
<b>3.2.6 Financials</b>	
3.2.6.1 Contractor shall not charge a filling fee for any device entered to the database for the first time; initial installation.	Yes
3.2.6.2 Contractor may charge the City an annual support/membership/licensing fee.	Yes
3.2.6.3 Contractor shall receive the \$45.00 administration fee from the Tester according to City Ordinance, Sec. 28-153 (e) (3), then provide the City's Finance Department with agreed reimbursement amount within the first seven (7) business days of the month.	Yes
3.2.6.4 The Contractor may deduct the following from the administration fee collected: A. Contractor's service fee per test. B. Credit Card service fee as a percentage of the administration fee. 1. The remaining balance shall be submitted to the City through wire transfer.	Yes
<b>3.2.7 Reports</b>	
3.2.7.1 Monthly A. EPA Report: Provide a monthly report electronically in Excel format by the seventh (7) business day of the month for the previous month consisting of: 1. Number of testing notification forms sent for the month,	Yes
2. Number of valid test forms received for the month, 3. Total number of backflow prevention devices scheduled for annual testing, 4. Total number of backflow device records in the database, 5. Total number of devices tested for the year (thus far), 6. Monthly compliance and non-compliance percentage, 7. Percentage of devices ordered to be tested and tested for the year, and 8. Total number of inactive devices.	Yes

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B. Transaction Report: Contractor shall provide a monthly transaction report electronically in Microsoft Excel format by the seventh (7) business day of the month for the previous month consisting of: 1. Property Name (Name of water account customer), 2. Address (location of backflow device tested), 3. Date of transaction, 4. Price of filling fee, 5. Price paid by the contractor, 6. Price paid by the testing company, 7. Price reimbursed to the City of Fort Lauderdale, and 8. Date of last test date.	Yes
C. Compliance Report: Contractor shall provide City monthly compliance report detailing all backflow assembly test results by the 10th of each month for the prior month's activities in order to maintain compliance with the state regulatory agencies.	Yes
3.2.7.2 Quarterly A. Customer Service Report: Contractor shall provide a quarterly summary report based on survey results obtained from City Customers and Testers using the Contractor's services. The City shall have direct access to a real-time survey report, including complaints, with responses provided by all customers to provide feedback on the Contractor's service. A survey form and set of questions shall be developed by the City and Contractor to gauge customer's level of satisfaction with the service. The City shall have the right to approve and amend the survey at its sole discretion.	Yes
3.2.7.3 Annually A. Florida Department of Environmental Protection: Under the Florida Administrative Code, the City Utility must provide an annual report for its Cross Connection Control Program. Contractor shall generate data sufficient enough to accurately complete the Florida Department of Environmental Protection Annual Report for Cross-Connection Control Form 62-555.900 (13) for current year and previous years under the Contractor's span of monitoring control. The Contractor shall only be responsible for reporting testable devices. Provide a yearly FDEP report within the first 15 calendar days of January consisting of: 1. Number of non-residential testing for domestic service connections, 2. Number of non-residential testing for irrigation service connections, 3. Number of non-residential testing for fire service connections, 4. Number of total non-residential service connections, 5. Number of residential testing for domestic service connections,	Yes
6. Number of residential testing for irrigation service connections, 7. Number of residential testing for fire service connections, 8. Number of total residential service connections, 9. Number of total no-residential testing performed for the year, and 10. Number of total residential testing performed for the year.	Yes
B. Annual Summary Report: Provide an annual summary report based on a running 12-month period that provides a comparative analysis of the previous year's monthly and annual data. 1. Number of devices year to year 2. Number of non-compliant devices year to year 3. Percent % compliant year to year 4. Percent % non-compliant year to year	Yes

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## A. BID/Proposal Certification

## Supplier Response Form

## BID/PROPOSAL CERTIFICATION

**Please Note:** It is the sole responsibility of the bidder to ensure that his bid is submitted electronically through [www.BidSync.com](http://www.BidSync.com) prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §807.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration)  \* EIN (Optional):   
 Address:  \*  
 City:  \* State:  \* Zip:  \*  
 Telephone No.:  \* FAX No.:  \* Email:  \*

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions):   
 Total Bid Discount (section 1.05 of General Conditions):   
 Check box if your firm qualifies for MBE / SBE / WBE (section 1.09 of General Conditions): ☐

**ADDENDUM ACKNOWLEDGEMENT** - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Addendum No.	Date Issued	Addendum No.	Date Issued	Addendum No.	Date Issued
<input type="text" value="N/A"/> *	<input type="text" value="N/A"/> *	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**VARIANCES:** If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. You must also click the "Take Exception" button.

\*

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal.

I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

\*  
 Name (printed)  
 \*

\*  
 Signature  
 \*

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## B. Cost Proposal Page

City of Fort Lauderdale

Bid 12407-805

## SECTION VI - COST PROPOSAL PAGE

Proposer Name: SwiftComply US OpCo Inc

Proposer agrees to supply the products and services at the prices bid below in accordance with the terms, conditions and specifications contained in this RFP.

Cost to the City: Contractor shall quote firm, fixed, costs for all services/products identified in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

**Notes:**

The administration fee collected by the Contractor shall be \$45.00 per test. Provide the proposed Contractor's fees below where indicated. Should you have additional fees or services, please provide them on a separate sheet.

1. Contractor's Service Fee Per Test \$ 10.00
2. Annual Support/Membership/Licensing Fee \$ 10.00
3. Percent Credit Card Service Fee 02.90 %

Total Project Cost \$ ~~223,868.00~~

~~Assuming 6,600 Backflow Assembly Passed Tests Per Year: (6600 x \$10) + (6600 x \$10 x 2.9%) = \$118,140~~

(above is a sample format to be revised per individual solicitation)

June 17, 2020




Michael O'Dwyer, CEO

#	Item Description	Qty.	U/M	Unit Price	Extension
	Est. Backflow Assembly Revenue per Year	6700	Ea	\$45.00	\$301,500.00
1	Contractor's Service Fee Per Test	6700	Ea	\$10.00	\$ (67,000.00)
2	Annual Support/Membership/Licensing Fee	1	Ea	\$10.00	\$ (10.00)
3	Percent Credit Card Service Fee		%	2.9%	\$ (8,743.50)
Total Annual Revenue to the City					\$ 225,746.50

**Submitted by:**

Michael O'Dwyer  
Name (printed)

June 14, 2020  
Date

  
Signature

CEO  
Title

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## C. Non Collusion Statement

City of Fort Lauderdale

Bid 12407-805

**NON-COLLUSION STATEMENT:**

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

<b><u>NAME</u></b>	<b><u>RELATIONSHIPS</u></b>
-	
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
	<input type="text"/>
	<input type="text"/>

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.



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- PRIVATE &amp; CONFIDENTIAL -



## D. Contractors Non-Discrimination Certification

City of Fort Lauderdale	Bid 12407-805
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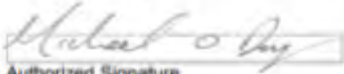
**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH  
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-187(c), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

The Contractor shall not, in any of his/her/its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that he/she/it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.




 Authorized Signature	<div style="border: 1px solid black; padding: 2px; display: inline-block;">Michael O'Dwyer, CEO</div> Print Name and Title
<div style="border: 1px solid black; padding: 2px; display: inline-block;">June 11, 2020</div> Date	

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- PRIVATE &amp; CONFIDENTIAL -

## F. Contract Payment Method

City of Fort Lauderdale	Bid 12407-805		
<b>CONTRACT PAYMENT METHOD</b>			
<p>The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.</p> <p>This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.</p> <p>In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.</p> <p>All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.</p> <p>By signing below you agree with these terms.</p> <p>Please indicate which credit card payment you prefer:</p> <p><input type="checkbox"/> MasterCard</p> <p><input checked="" type="checkbox"/> Visa</p> <table border="0" style="width: 100%;"><tr><td style="width: 50%;"><div style="border: 1px solid black; padding: 2px;">SwiftComply US Opco Inc</div><div style="border: 1px solid black; padding: 2px;">MICHAEL O'DWYER</div><div style="border: 1px solid black; padding: 2px;">June 11, 2020</div><div style="font-size: small; margin-top: 5px;">Company Name Name (Printed) Date</div></td><td style="width: 50%; text-align: center;"><div style="border: 1px solid black; padding: 2px;"></div><div style="border: 1px solid black; padding: 2px;">CEO</div><div style="font-size: small; margin-top: 5px;">Signature Title</div></td></tr></table>		<div style="border: 1px solid black; padding: 2px;">SwiftComply US Opco Inc</div> <div style="border: 1px solid black; padding: 2px;">MICHAEL O'DWYER</div> <div style="border: 1px solid black; padding: 2px;">June 11, 2020</div> <div style="font-size: small; margin-top: 5px;">Company Name Name (Printed) Date</div>	<div style="border: 1px solid black; padding: 2px;"></div> <div style="border: 1px solid black; padding: 2px;">CEO</div> <div style="font-size: small; margin-top: 5px;">Signature Title</div>
<div style="border: 1px solid black; padding: 2px;">SwiftComply US Opco Inc</div> <div style="border: 1px solid black; padding: 2px;">MICHAEL O'DWYER</div> <div style="border: 1px solid black; padding: 2px;">June 11, 2020</div> <div style="font-size: small; margin-top: 5px;">Company Name Name (Printed) Date</div>	<div style="border: 1px solid black; padding: 2px;"></div> <div style="border: 1px solid black; padding: 2px;">CEO</div> <div style="font-size: small; margin-top: 5px;">Signature Title</div>		
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## G. Sample Insurance Certificate

ACORD®		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 05/05/2020			
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.							
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).							
PRODUCER BIN INSURANCE HOLDINGS LLC/PHS 46505301 The Hartford Business Service Center 3800 Wiseman Blvd San Antonio, TX 78251			CONTACT NAME: PHONE (888) 487-8730 FAX (888) 443-8112 (A/C, No, Ext): (A/C, No): E-MAIL ADDRESS:				
INSURED SwiftComply US Opco Inc 6701 KOLL CENTER PKWY PLEASANTON CA 94566-8061			INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Insurance Company Ltd. NAIC# 11000 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:				
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADOL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X		46 SBM AD5084	07/05/2019	07/05/2020	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			46 SBM AD5084	07/05/2019	07/05/2020	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB <input checked="" type="checkbox"/> OCCUR CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			46 SBM AD5084	07/05/2019	07/05/2020	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)							
CERTIFICATE HOLDER				CANCELLATION			
				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
				AUTHORIZED REPRESENTATIVE <i>Susan L. Castaneda</i>			

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ACORD 25 (2016/03)

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# **CERTIFICATE OF LIABILITY INSURANCE**

 DATE (MM/DD/YYYY)  
04/30/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> AP INTEGRO INS GROUP LLC 375 WOODCLIFF DR FL 1 STE 102 FAIRPORT, NY 14450		<b>CONTACT</b> NAME: PHONE (A/C, No, Ext): (866) 890-9965 FAX (A/C, No): (888) 733-5112 E-MAIL ADDRESS: travelersselectpayrollservices@travelers.com INSURER(S) AFFORDING COVERAGE INSURER A: THE TRAVELERS INDEMNITY COMPANY OF AMERICA	
<b>INSURED</b> SWIFTCOMPLY US OPCO INC. 6701 KOLL CENTER PKWY PLEASANTON, CA 94566		INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES**
**CERTIFICATE NUMBER:**
**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE \$	
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB-1N13877A-20-42	01/01/2020	01/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**
**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03)

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## H. W-9 for Proposing Firm

<b>Form W-9</b> (Rev. October 2018) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer Identification Number and Certification</b> <b>Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.</b>	<b>Give Form to the requester. Do not send to the IRS.</b>																																													
<b>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</b> <b>SwiftComply US Opco, Inc</b>																																															
<b>2 Business name/disregarded entity name, if different from above</b>																																															
<b>Print or type.</b> <b>See Specific Instructions on page 3.</b>	<b>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</b>																																														
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC																																														
	<input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate																																														
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____																																														
	<input type="checkbox"/> Other (see instructions) ▶ _____																																														
<b>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</b> Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>																																															
<b>5 Address (number, street, and apt. or suite no.) See instructions.</b> <b>6701 Koll Center Parkway Suite 250</b>		<b>Requester's name and address (optional)</b>																																													
<b>6 City, state, and ZIP code</b> <b>Pleasanton, CA 94566</b>																																															
<b>7 List account number(s) here (optional)</b>																																															
<b>Part I Taxpayer Identification Number (TIN)</b>																																															
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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.																																															
<b>Note:</b> If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.																																															
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td colspan="9" style="text-align: center;"><b>Social security number</b></td></tr><tr><td style="width: 30px; height: 20px;"></td><td style="width: 30px; height: 20px;"></td><td style="width: 30px; height: 20px;"></td><td style="width: 30px; height: 20px;"></td><td style="width: 30px; height: 20px;"></td><td style="width: 30px; height: 20px;"></td><td style="width: 30px; height: 20px;"></td><td style="width: 30px; height: 20px;"></td><td style="width: 30px; height: 20px;"></td></tr><tr><td colspan="9" style="text-align: center;"><b>Or</b></td></tr><tr><td colspan="9" style="text-align: center;"><b>Employer identification number</b></td></tr><tr><td style="width: 30px; height: 20px;">3</td><td style="width: 30px; height: 20px;">5</td><td style="width: 30px; height: 20px;">-</td><td style="width: 30px; height: 20px;">2</td><td style="width: 30px; height: 20px;">5</td><td style="width: 30px; height: 20px;">9</td><td style="width: 30px; height: 20px;">4</td><td style="width: 30px; height: 20px;">2</td><td style="width: 30px; height: 20px;">3</td></tr></table>			<b>Social security number</b>																		<b>Or</b>									<b>Employer identification number</b>									3	5	-	2	5	9	4	2	3
<b>Social security number</b>																																															
<b>Or</b>																																															
<b>Employer identification number</b>																																															
3	5	-	2	5	9	4	2	3																																							
<b>Part II Certification</b>																																															
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.																																															
<b>Certification instructions.</b> 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 for Part II, later.																																															
<b>Sign Here</b>	<b>Signature of U.S. person ▶</b>	<b>Date ▶ January 9, 2019</b>																																													
<b>General Instructions</b>																																															
Section references are to the Internal Revenue Code unless otherwise noted.																																															
<b>Future developments.</b> For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> .																																															
<b>Purpose of Form</b>																																															
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.																																															
<ul style="list-style-type: none"><li>• Form 1099-DIV (dividends, including those from stocks or mutual funds)</li><li>• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)</li><li>• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)</li><li>• Form 1099-S (proceeds from real estate transactions)</li><li>• Form 1099-K (merchant card and third party network transactions)</li><li>• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)</li><li>• Form 1099-C (canceled debt)</li><li>• Form 1099-A (acquisition or abandonment of secured property)</li></ul>																																															
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 <i>What is backup withholding</i> , later.																																															

Cat. No. 10231X

Form W-9 (Rev. 10-2018)

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## I. Active Status Page from Division of Corporations – Sunbiz.org



**DIVISION of CORPORATIONS**  
an official State of Florida website

[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by FEI/EIN Number](#) /

[Previous On List](#) [Next On List](#) [Return to List](#)

**No Events    No Name History**

**Detail by FEI/EIN Number**

Foreign Profit Corporation  
SWIFTCOMPLY US OPCO, INC.

**Filing Information**

Document Number	F19000001491
FEI/EIN Number	35-2594233
Date Filed	03/25/2019
State	DE
Status	ACTIVE

**Principal Address**

6701 KOLL CENTER PKWY  
STE 250  
Pleasanton, CA 94566

Changed: 03/13/2020

**Mailing Address**

6701 Koll Center Parkway  
STE 250  
Pleasanton, CA 94566

Changed: 03/13/2020

**Registered Agent Name & Address**

REGISTERED AGENTS, INC.  
7901 4TH ST SUITE 300  
ST PETERSBURG, FL 33702

**Officer/Director Detail**

**Name & Address**

Title CEO

O'DWYER, MICHAEL  
6701 KOLL CENTER PKWY, SUITE 250  
PLEASANTON, CA 94566

**Annual Reports**

Report Year	Filed Date
2020	03/13/2020

&lt;EOD&gt;

- PRIVATE &amp; CONFIDENTIAL -

**NON-COLLUSION STATEMENT:**

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

**Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.**

**NAME****RELATIONSHIPS**

-

**N/A****N/A**

**In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.**

**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH  
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-187(c), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

The Contractor shall not, in any of his/her/its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that he/she/it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

**Micheal O'Dwyer**  
Authorized Signature

**MICHAEL O'DWYER, CEO**  
Print Name and Title

**06/14/2020**  
Date



## LOCAL BUSINESS PREFERENCE

Section 2-199.2, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-12-04), provides for a local business preference.

In order to be considered for a local business preference, a bidder must include the Local Business Preference Certification Statement of this bid/proposal, as applicable to the local business preference class claimed **at the time of bid submittal**.

Upon formal request of the City, based on the application of a Local Business Preference the Bidder shall, within ten (10) calendar days, submit the following documentation to the Local Business Preference Class claimed:

A) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **and**

B) List of the names of all employees of the bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the local business preference.

**THE COMPLETE LOCAL BUSINESS PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:**

**[https://library.municode.com/fl/fort\\_lauderdale/codes/code\\_of\\_ordinances?nodeId=COOR\\_CH2AD\\_ARTVFI\\_DIV2PR\\_S2-186LOBUPRPR](https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPRPR)**

**Definitions:** The term "Business" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four (4) types of classes:

1. Class A Business – shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **and** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
2. Class B Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **or** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
3. Class C Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone **and** staffed with full-time employees within the limits of Broward County.
4. Class D Business – shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.

**LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT**

The Business identified below certifies that it qualifies for the local business preference classification as indicated herein, and further certifies and agrees that it will re-affirm its local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this ITB. Violation of the foregoing provision may result in contract termination.

- |     |               |   |
|-----|---------------|---|
| (1) | Business Name | is a <b>Class A</b> Business as defined in City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the City of Fort Lauderdale current year Business Tax Receipt <u>and</u> a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City. |
| (2) | Business Name | is a <b>Class B</b> Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Business Tax Receipt <u>or</u> a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.                                   |
| (3) | Business Name | is a <b>Class C</b> Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.   |
| (4) | Business Name | requests a <b>Conditional Class A</b> classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.   |
| (5) | Business Name | requests a <b>Conditional Class B</b> classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.   |
| (6) | Business Name | is considered a <b>Class D</b> Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186 and does not qualify for Local Preference consideration.   |

BIDDER'S COMPANY: **SwiftComply US OpCo, Inc**

AUTHORIZED PERSON:	COMPANY	<b>Swi Comply US OpCo, Inc</b>	<b>CEO</b>
		PRINTED NAME	TITLE
SIGNATURE:	<b>MICHAEL O'DWYER</b>	DATE:	<b>6/14/2020</b>

## CONTRACT PAYMENT METHOD

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below you agree with these terms.

Please indicate which credit card payment you prefer:

☐ MasterCard

☒ Visa

**SwiftComply US OPCO INC**

Company Name

**MICHAEL O'DWYER**

Name (Printed)

**06/14/2020**

Date

**Michael O'Dwyer**

Signature

**CEO**

Title



**BID/PROPOSAL CERTIFICATION**

**Please Note:** It is the sole responsibility of the bidder to ensure that his bid is submitted electronically through [www.BidSync.com](http://www.BidSync.com) prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration) **SwiftComply US OpCo Inc**EIN (Optional): **35-2594233**

Address: **6701 Koll Center Pkwy, Ste 250**

City: **Pleasanton**State: **CA**Zip: **94566**

Telephone No.: **480-490-5259**FAX No.: **480-490-5259**Email: **hello@swiftcomply.com**

Delivery: Calendar days after receipt of Purchase Order (**section 1.02 of General Conditions**): **89**

Total Bid Discount (**section 1.05 of General Conditions**): **0**

Check box if your firm qualifies for MBE / SBE / WBE (**section 1.09 of General Conditions**): ☐

**ADDENDUM ACKNOWLEDGEMENT** - Proposer acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
N/A	N/A				

**VARIANCES:** If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. **You must also click the "Take Exception" button.**

N/A

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal.

I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

**MICHAEL O'DWYER**

Name (printed)

**06/14/2020**

Date

**Michael O'Dwyer**

Signature

**CEO**

Title

Revised 4/28/2020