

**CITY OF TAMPA
PURCHASING DEPARTMENT
INVITATION
TO BID**

Pursuant to Chapter 69-1119, Special Acts, Laws of Florida, sealed Bids will be received by the Director of Purchasing, City of Tampa, in his office until:

**2:30 PM ON 1/25/21
PAINTING AND FINISHES**

**3:00 PM ON 1/28/21
DETECTOR LOOP SAW CUTTING
AND INSTALLATION SERVICES**

**3:30 PM ON 1/29/21
CITYWIDE GENERATORS
PREVENTATIVE MAINTENANCE &
REPAIR SERVICES**

then and thereafter to be publicly opened and read. Bid documents are available at the Purchasing Department (Phone No. 813/274-8351).

It is hereby made a part of this Invitation to Bid that the submission of any Bid in response to this advertised request shall constitute a Bid made under the same conditions for the same contract price and for the same effective period as this Bid to all public entities in Hillsborough County.

Dated: 1/15/21
Gregory K. Spearman, CPPO
Director of Purchasing

City of Tampa, FL
306 E. Jackson Street
Tampa, FL 33602

1/15/21LG 1T

**CITY OF TAMPA
PURCHASING DEPARTMENT
INVITATION TO BID**

**SHELTERED MARKET
SOLICITATION**

This is a City of Tampa Sheltered Market solicitation for City of Tampa certified Small and Local Business Enterprises (SLBEs) and underutilized Women/Minority Enterprises (WMBEs) under Ordinance 2008-89, Equal Business Opportunity Act and Chapter 69-1119, Special Acts, Laws of Florida. For information on becoming certified as a Small Local Business Enterprise or Women/Minority Enterprise firm, please call the Minority and Small Business Enterprise Office at 813-274-5522. Sealed Bids from City of Tampa Certified Small Local Business Enterprises and Women/Minority Business Enterprises for the furnishing of the following will be received by the Director of Purchasing, City of Tampa, in his office until:

**2:00 PM ON 1/25/21
IP CCTV CAMERAS
(SHELTERED MARKET
SOLICITATION)**

**3:00 PM ON 1/29/21
WARRANTED SOLICONE ROOF
COATING SYSTEM FOR TAMPA
POLICE DEPARTMENT GUN
RANGE
(SHELTERED MARKET
SOLICITATION)**

**PRE-BID MEETING TO BE HELD @
10:00 AM ON 1/20/21 @ 116 SOUTH
34TH ST., TAMPA, FL**

**2:30 PM ON 2/3/21
RETENTION POND MOWING AND
MAINTENANCE
(SHELTERED MARKET
SOLICITATION)**

**PRE-BID MEETING/MANDATORY
SITE VISIT TO BE HELD @ 8:30 AM
ON 1/21/21 @**

3804 E. 26TH AVENUE, TAMPA, FL

then and thereafter to be publicly opened and read. Bid documents are available at the Purchasing Department (Phone No. 813/274-8351).

It is hereby made a part of this invitation to Bid that the submission of any Bid in response to this advertised request shall constitute a Bid made under the same conditions for the same contract price and for the same effective period as this Bid to all public entities in Hillsborough County.

Dated: 1/15/21
Gregory K. Spearman, CPPO
Director of Purchasing

City of Tampa, FL
306 E. Jackson Street
Tampa, FL 33602

1/15/21LG 1T

**CITY OF TAMPA
PURCHASING DEPARTMENT
REQUEST FOR
PROPOSALS**

Pursuant to Chapter 69-1119, Special Acts, Laws of Florida, sealed Request for Proposals for the furnishing of the following will be received by the Director of Purchasing, City of Tampa, in his office until

**4:00 PM ON 1/28/21
BACKFLOW ASSEMBLY
MANAGEMENT SOFTWARE
PRE-PROPOSAL CONF. TO BE
HELD @ 10:00 AM ON 1/20/21
VIRTUAL MEETING**

**2:00 PM ON 2/4/21
LICENSE PLATE READER
GENETEC CAMERA INTEGRATION
FOR PARKING DEPT.
PRE-PROPOSAL CONF. TO BE
HELD @ 10:00 AM ON 1/20/21
VIRTUAL MEETING**

then and thereafter to be publicly opened and read. Request for Proposals are available at the Purchasing Department (Phone No. 813/274-8351).

Dated: 1/15/21
Gregory K. Spearman, CPPO
Director of Purchasing

City of Tampa, FL
306 E. Jackson Street
Tampa, FL 33602

1/15/21LG 1T



City of Tampa
Jane Castor, Mayor

Purchasing Department
Gregory K. Spearman, CPPO, Director
306 E. Jackson Street, 2E
Tampa, Florida 33602

Office (813) 274-8351
Fax: (813) 274-8355

MEMORANDUM

DATE: August 11, 2021
TO: Gregory K. Spearman, CPPO, Director of Purchasing
FROM: Joe Benjamin, CPPO, CPPB, Certified Senior Procurement Analyst
SUBJECT: RFP Award Recommendation

Listed below are the proposal(s) received under **RFP #41012821, BACKFLOW ASSEMBLY MANAGEMENT SOFTWARE.**

The Evaluation Committee initially reviewed, discussed and rated five proposals from the following vendors:

Proposer	Initial Proposal Scoring
1. SwiftComply US OpCo, Inc.	55
2. Cayenta a Division of N. Harris Computer	53
3. VEPO Cross Connex, LLC	52
4. SpryPoint Services, Inc.	50
5. Utility Solutions Partners, LLC	44
6. Hydro Design, Inc.	41
7. Aqua Backflow, Inc.	41
8. Backflow Solutions, Inc.	41

Based on these scores, the Evaluation Committee shortlisted the top four Proposers. Interviews with the top four scoring Proposers. The Evaluation Committee provided the following updated scoring for the four shortlisted Proposers:

Proposer	Final Scoring
1. SwiftComply US OpCo, Inc.	78
2. Cayenta a Division of N. Harris Computer	62
3. VEPO Cross Connex, LLC	60
4. SpryPoint Services, Inc.	57

Based on the review and evaluation during the RFP process, the Evaluation Committee recommends this contract be awarded SwiftComply US OpCo, Inc.

**EVALUATION TEAM MASTER SCORE SHEET
BACKFLOW ASSEMBLY MANAGEMENT SOFTWARE, RFP #41012821**

PROPOSERS	CRITERIA			
	Firm's Experience and Qualifications Personnel	Responsiveness to Scope of Services	WMBE/SLBE Participation	TOTAL SCORE

SwiftComply US OpCo, Inc.	28.00	22.50	4	55
Cayenta a Division of N. Harris Computer	29.75	20.00	3	53
VEPO Cross Connex, LLC	26.25	22.50	3	52
SpryPoint Services, Inc.	26.25	22.50	1	50
Utility Solutions Partners, LLC	24.50	18.75	1	44
Hydro Design, Inc.	22.75	17.50	1	41
Aqua Backflow, Inc.	24.50	15.00	1	41
Backflow Solutions, Inc.	24.50	15.00	1	41

SIGNATURE:

Joe Benjamin

**EVALUATION TEAM - SHORT LIST - MASTER SCORE SHEET
BACKFLOW ASSEMBLY MANAGEMENT SOFTWARE, RFP #41012821**

PROPOSERS	CRITERIA				
	Firm's Experience and Qualifications Personnel	Responsiveness to Scope of Services	WMBE/SLBE Participation	Cost to the City	TOTAL SCORE
SwiftComply US OpCo, Inc.	29.75	23.75	4	20	78
Cayenta a Division of N. Harris Computer	33.25	23.75	3	2	62
SpryPoint Services, Inc.	29.75	22.50	1	7	60
VEPO Cross Connex, LLC	26.25	20.00	3	8	57

SIGNATURE:

Joe Benjamin



City of Tampa
Jane Castor, Mayor

Purchasing Department
Gregory K. Spearman, CPPO, Director

306 E. Jackson Street, 2E
Tampa, Florida 33602

Office (813) 274-8351
Fax: (813) 274-8355

January 13, 2021

REQUEST FOR PROPOSALS (RFP)
FOR
BACKFLOW ASSEMBLY MANAGEMENT SOFTWARE

Pursuant to Chapter 69-1119, Special Acts, Laws of Florida, sealed proposals for **BACKFLOW ASSEMBLY MANAGEMENT SOFTWARE, RFP #41012821** will be received by the Director of Purchasing, City of Tampa, until **JANUARY 28, 2021 4:00 PM (EST)**; then to be opened and read aloud.

A **Non-Mandatory Pre-Proposal Conference** will be held **JANUARY 20, 2021 10:00 AM - 11:00 AM (EST)**, online via Go-To Meeting, to discuss the above referenced subject. Below are the instructions to participate in this online meeting:

PRE-PROPOSAL MEETING - BACKFLOW ASSEMBLY MANAGEMENT SOFTWARE
January 20, 2021 10:00 AM - 11:00 AM (EST)

Please join my meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/502373317>

You can also dial in using your phone.

United States: +1 (646) 749-3112 Access Code: 502-373-317

New to GoToMeeting? Get the app now and be ready when your first meeting starts:

<https://global.gotomeeting.com/install/502373317>

Attached are important instructions and specifications regarding responses to this Request for Proposals. Failure to follow these instructions may result in Proposer's disqualification.

Questions regarding this RFP should be referred to: **Joe Benjamin, CPPO, CPPB, Certified Senior Procurement Analyst**, and shall be submitted by email at Joe.Benjamin@TampaGov.net. If you are unable to attend the pre-proposal conference, questions must be submitted via email 24 hours prior to the pre-proposal conference date and time.

Proposals may be submitted electronically via the Internet as an attachment to an email, addressed to BidControl@Tampagov.net. The subject line of the email should include the RFP number and title listed above. Verification of the City's receipt of a bid submitted by email is the Proposer's responsibility. To verify receipt of proposals sent electronically, Proposers may contact the Purchasing Department at 813-274-8351. Failure of the City to receive such proposal by the date and time specified on the Request for Proposal will result in non-consideration. As an alternative, hard copy proposals including an additional copy on a USB flash drive may be submitted via common carrier to City of Tampa Purchasing Department, 306 E. Jackson St, 2E, Tampa, FL 33602. Shipping envelope must be clearly marked with the RFP number and title number listed above.

PROPOSAL DUE DATE AND PUBLIC OPENING - BACKFLOW ASSEMBLY MANAGEMENT SOFTWARE
January 28, 2021 4:00 PM (EST)

Please join my meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/799522045>

You can also dial in using your phone.

United States: [+1 \(669\) 224-3412](tel:+16692243412) Access Code: 799-522-045

In accordance with the Americans with Disabilities Act ("ADA") and Section 286.26, Florida Statutes, persons with disabilities needing a reasonable accommodation to participate in these public hearings or meetings should contact the City of Tampa's

ADA Coordinator at least 48 hours prior to the proceeding. The ADA Coordinator may be contacted by phone at 813-274-3964, email at TampaADA@tampagov.net, or by submitting an ADA - Accommodations Request online form available at <http://www.tampagov.net/ADARrequest>.

Please note that the City of Tampa may not be able to accommodate any request received less than 48 hours before the scheduled public hearing or meeting.

All Proposals received after the due date and time shall be rejected. Offers by telegram, telephone or transmitted by facsimile (FAX) machine are not acceptable. No bid may be withdrawn or modified after the time fixed for the opening of bids.

STATEMENT OF NO BID

WE WANT YOUR FEEDBACK BECAUSE IT MATTERS TO US

The Purchasing Department's mission is to provide the best specifications in our Bid and Request for Proposals package to receive maximum participation from the industry/market. Please take a few minutes to briefly explain to us why you will not be responding to the City's Bid or Request for Proposal.

GPC LISTING

City of Plant City

Buddy Storey
Purchasing Manager
Drawer C
Plant City, FL 33563
813-659-4270 - Telephone
813-659-4216 - Fax
wstorey@plantcitygov.com

City of Temple Terrace

Judy Crutcher, Assistant Purchasing Agt.
P.O. Box 16930
Temple Terrace, FL 33687
813-506-6420 – Telephone
813-989-7185 – Fax
jcrutcher@templeterrace.com

Clerk of Circuit Court

601 E. Kennedy Blvd.-13th Floor
P.O. Box 1110
Tampa, FL 33601
Phone: (813) 276-8100 Ext.7721
FAX: (813) 272-5521
www.hillsclerk.com

Tampa-Hillsborough County Expressway Authority

1104 East Twiggs St. Suite #300
Tampa, Florida 33602
813-272-6740 – Telephone
813-276-2492 – Fax
Man.Le@tampa-xway.com

Hillsborough Area Regional Transit Authority

Melissa Smiley
4305 E. 21st Street
Tampa, FL 33605
813-623-5835 – Telephone
813-664-1119 – Fax
smileym@gohart.org

Hillsborough Co. Aviation Authority

P. O. Box 22287
Tampa International Airport
Tampa, FL 33622-2287
Phone: (813) 870-8730
FAX: (813) 875-6670
www.tampaairport.com

Hillsborough County School Board

P. O. Box 3408
Tampa, FL 33601-3408
Phone: (813) 272-4329
FAX: (813) 272-4007
www.sdhc.k12.fl.us

Hillsborough Community College

Vonda Melchior, Director of Purchasing
39 Columbia Drive
Tampa, FL 33606
813-253-7060 – Telephone
813-253-7561 – Fax
vmelchoir@hcc.fl.edu

Hillsborough County Board of County Commissioners

Scott Stromer, Director
601 E. Kennedy Blvd., 26th Floor
Tampa, FL 33601
Phone: (813) 272-5790
FAX: (813) 272-6290
procurementservices@hillsboroughcounty.org

Hillsborough Co. Sheriff's Office

Christina R. Porter, Chief Financial Officer
P.O. Box 3371
Tampa, FL 33601
813-247-8032 – Telephone
813-242-1825 – Fax
CRPorter@hcso.tampa.fl.us

State Attorney's Office

Mark Ober, State Attorney
800 E. Kennedy Blvd., 5th Floor
Tampa, FL 33602
813-272-5400 – Telephone
813-272-7014 – Fax
Ober_M@SAO13th.com

Tampa Port Authority

Donna Casey, Procurement Analyst
P.O. Box 2192
Tampa, FL 33601
813-905-5164 – Telephone
813-905-5109 – Fax
dwebb@tampaport.com

Supervisor of Elections

601 E. Kennedy Blvd., 16th Floor
Tampa, FL 33602
Phone: (813) 276-8274
FAX: (813) 272-7043
www.votehillsborough.org

City of Tampa Housing Auth.

Jerome Ryans, President/CEO
1514 Union Street
Tampa, FL 33607
813-253-0551 – Telephone
813-4522 – Fax
irenew@thaf.com

Tampa Sports Authority

Joe Haugabrook, Director of Purchasing
4201 N. Dale Mabry Highway
Tampa, FL 33607
813-673-4300 – Telephone
813-673-4312 – Fax
jhaugabrook@tampasportsauthority.com

Tax Collector

601 E. Kennedy Blvd., 14th Floor
Tampa, FL 33602
Phone: (813) 307-6222
FAX: (813) 307-6521
www.hillstax.org

The Children's Board of Hills. County

1002 E. Palm Avenue
Tampa, FL 33605
Phone: (813) 229-2884
FAX: (813) 228-8122
www.childrensboard.org

University of South Florida

George Cotter, Director
Purchasing Services
4202 E Fowler Ave SVC-1072
Tampa, FL 33620
813-971-3340 – Telephone
gcotter@admin.usf.edu

Property Appraiser

601 E. Kennedy Blvd., 16th Floor
Tampa, FL 33602
Phone: (813) 272-6100
FAX: (813) 272-5519
www.hcpaf.org

Tampa Palms Community Dev. Dist.

16311 Tampa Palms Blvd W
Tampa, FL 33647
Phone: (813) 977-3933
Fax: (813) 977-6571
www.tpoa.net

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SCOPE OF SERVICES

1. INTRODUCTION

The City of Tampa (City) is requesting proposals from all interested parties to provide a backflow assembly management software system ("System") that allows the City's Water Department to manage all city-owned and customer-owned backflow assemblies. The scope of work includes, but is not limited to, existing data transfer, initial program set up, building interface with the City's Cayenta utility management system, onboard training and continuous technical maintenance and support.

2. BACKGROUND

The City has maintained a comprehensive Cross Connection Control program to make sure the water in the distribution system remains safe and meets the drinking water standard. A critical component of this program is the management of backflow assemblies. Per requirements in the Manual of Cross-Connection Control and Backflow Prevention, <https://www.tampa.gov/document/city-tampa-water-department-cross-connection-control-and-backflow-prevention-manual-17431>, approved by City Council, in compliance with Chapter 62-555, the Florida Administrative Code, as revised by the Florida Department of Environmental Protection, as applicable, the City requires commercial customers to install backflow control assemblies to prevent water feeding back into water mains. These devices are to be owned and maintained by the customers and require annual testing. For residential customers, a customer-owned backflow assembly is required whenever a cross connection hazard exists that can potentially contaminate City provided drinking water. An existing auxiliary water supply or dedicated irrigation service would typically require the installation of double check assembly. These residential assemblies require biennial testing. As of December 2019, the City has about 7400 commercial owned backflow assemblies and 200 residential owned backflow assemblies.

All these backflow assemblies are managed by Alexander Tokay software, where the City can track all activities associated with these assemblies. The software provides data field relevant to the specific type of assemblies as well as customer information. Customers currently receive notification for upcoming tests. The software provides web portal allowing testers to directly upload results to the database. The City can upload the results directly as well if not done by customers.

The software is to be interfaced with Cayenta, which is the City's utility billing system.

3. OBJECTIVE

The goal of this project is to provide a robust System that will create an efficient and configurable workflow and allow the City to manage backflow assemblies as well as be able to create meaningful and accurate reports for compliance. The System should be robust, improve communications with customers, allow easy access and results uploading, with the expectation of increasing staff productivity and improving accuracy of compliance reports.

The City's objective is to identify, procure and implement a System that will do the following:

- Provide real time data management and allow City staff to monitor and generate reports on backflow testing status. Preferably a dashboard is provided to allow snapshot of monthly and annual testing progress.
- Produce and issue annual test due notifications with capability to customize the generated mails.
- Ability to upload backflow test results with both user account and administrative account, and with either computers or tablets at the field.
- Further enhance services with easy-to-use web portal allowing customer to upload testing results directly and the City should be able to track such direct upload for potential billing and quality control.
- Store and validate tester's credentials and test kit/gauge calibration credentials. Provide automatic email alert for expiring credentials.
- Provide flexible data configuration allowing reports being generated in standard or customized formats.
- Ability to maintain customer database that can be updated automatically from the City's utility billing system, Cayenta via interface.
- Ability to allow the City to extract and download the entire database upon request or self-initiated program management.
- In addition to other system requirements that are more specifically stated in Attachment D, Functional and Non-Functional Requirements. Successful Proposer agrees that all of its system security requirements,

policies, procedures, personnel, products, and services used to design, build, code, configure, deliver, manage data, integrate, test, and deploy, shall comply with the currently released and applicable City security standards. See Attachment C, the City's Cloud Hosting Policy.

4. STATEMENT OF WORK – BACKFLOW SYSTEM

This section describes the work expected to be performed for a turnkey solution by the Successful Proposer to implement and provide on-going support/maintenance for the Backflow System.

4.1 Functional Scope of Implementation and On-Going Support

The Successful Proposer shall provide all software (including any necessary third-party software), hardware, communications and security necessary to provide the following capabilities to the City. The Successful Proposer shall provide all installation and other professional services necessary to ensure that the system satisfies the detailed requirements specified in Attachment D, Functional and Non-Functional Requirements.

4.2 Project Management

The Successful Proposer shall provide the appropriate project management skills, expertise and experience to execute the Successful Proposer's project implementation methodology. The Successful Proposer's Project Manager is expected to have significant knowledge and experience in all phases of the project management lifecycle and with all application modules to be implemented. The Successful Proposer's Project Manager shall work closely with the City's Project Manager and team members and shall be responsible for completing the tasks required to meet the Successful Proposer's contract deliverables. The Successful Proposer's Project Manager will have overall responsibility for the project and will be expected to perform the following tasks.

4.2.1 Tasks:

4.2.1.1 Provide guidance and direction on all aspects of the project.

4.2.1.2 Develop and maintain a detailed project plan and maintain task completion status and monitor actual against projections. The project plan should address the following implementation and support functions:

- Project Planning
- Communications
- Business Review
- Application Configuration/Validation
- Testing
- Training and Documentation
- Implementation
- Operations, Maintenance & Support

4.2.1.3 Recommend actions to address issues that are encountered.

4.2.1.4 Ensure consistency, quality and timely delivery of proposer's contract deliverables.

4.2.1.5 Manage the implementation in accordance with the project plan and milestones established jointly by the proposer and City during the initialization and planning phases.

4.2.2 Deliverables

4.2.1 Project team organization structure including roles and responsibilities of both the Proposer's and City's resources

4.2.2 Implementation strategy and approach

4.2.3 Detailed project plan and timeline for the implementation

4.3 Communications

The Successful Proposer is responsible for documenting and presenting the project status to the designated project and management teams and for creating the communication strategy for implementation.

4.3.1 Tasks:

4.3.1.1 Conduct weekly status meetings.

4.3.1.2 Conduct project briefings to the Management team as requested.

4.3.1.3 Develop Communication Plan for implementation.

4.3.2 Deliverables:

4.3.2.1 Weekly status reports

4.3.2.2 Implementation Communication Plan

4.4 Infrastructure/Hardware/Environments Configuration and Build Hosted Solution

The Successful Proposer is responsible for the establishment, configuration and maintenance of the architecture required to support the System as specified in the contract.

4.4.1 Tasks:

4.4.1.1 Document the architecture schema of the hosting environment and application support platforms.

4.4.1.2 Document security processes and procedures.

4.4.1.3 Provide guidance to determine additional technology requirements to support the System and its architecture.

4.4.1.4 Assist with configuration of any hardware components to comply with integration requirements.

4.4.1.5 Assist with configuration of any necessary interfaces to/from the System.

4.4.2 Deliverables:

4.4.2.1 Environment architecture overview (production, development, and training).

4.4.2.2 Security overview.

4.4.2.3 Environment maintenance and support strategy and supporting processes.

4.4.2.4 Best practice recommendations for required systems not provided by the hosting service (e.g., desktop hardware/software, internet connectivity, etc.).

4.4.2.5 System interface recommendations and assistance.

4.4.2.5 Hardware device configuration assistance as necessary

4.5 Business Review, Gap Analysis and Solution Recommendation

The Successful Proposer is responsible for identifying, evaluating and recommending solutions to the functional and process gaps between the City's stated requirements and the Successful Proposer solution.

4.6 Data Conversion Analysis, Design and Development

The Successful Proposer is expected to lead the analysis, design, development and testing of the data conversion effort.

4.7 Customization/Interface Analysis, Design and Development

The City desires to implement as "generic" a software package as soon as possible, meaning minimal development, modifications or enhancements to the Successful Proposer's base code.

The Successful Proposer shall coordinate with the City to document the interface with the City's Cayenta Utility Billing System and the Successful Proposer's System.

4.8 Testing

The Successful Proposer shall coordinate with the City to develop and execute a test plan that at a minimum includes:

- Configuration testing (functional tests of base product)
- Interface testing
- User acceptance testing (UAT)
- Pre and Post go-live verification

The City shall be the sole and final approval and acceptance authority for the test results prior to being moved into a production environment.

4.9 Training and Documentation

The Successful Proposer shall provide a comprehensive training plan to incorporate training of the System's functions and processes targeting specific users including Technology & Innovation Department Staff, Water Department Staff, and any other City personnel identified as necessary.

The Successful Proposer shall provide customized electronic documentation which reflects the City's System configuration as needed to support the implementation and on-going administration of the System. Prior to approval and acceptance of a fully operational production system by the City, the Successful Proposer shall provide all the documentation listed as deliverables in this section.

4.10 Implementation

The Successful Proposer is required to provide an agreed upon timeframe of post-implementation support after go-live.

4.11 Operations, Maintenance and Support

The Successful Proposer shall provide on-going operations, maintenance and support for the time period specified in the contract.

4.11.1 The major items that are to be addressed by the Proposer in the response to the RFP for the implementation of the System include the following:

- Software Modules
- Software Maintenance and Support

- Software Upgrades
- Software Licenses
- Software Warranties
- Data Dictionaries for all system components

4.11.2 The successful Proposer should be capable of entering into a multi-year agreement that provides ongoing readily available and reliable support and training (onsite or online), software services or hosting, and software maintenance (upgrades), if applicable.

4.12 On-Going Support and Maintenance.

At a minimum, the proposal must include information and pricing associated with all aspects of ongoing support and maintenance activities as listed herein. On-Going Support and Maintenance must include standard software maintenance, product help desk (at least weekdays 5:00 AM – 5:00 PM Eastern Time), product fixes, product enhancements, and regular product releases based on a defined on-going maintenance fee. If there are alternatives to this level of support, provide this detail and the corresponding pricing. The Proposer should provide its upgrade policies and upgrade history of the proposed solution. The Successful Proposer must have the ability to respond to maintenance support requests with 24 hours. The Proposer should describe the process for the City to request future product enhancements. The Proposer must disclose the on-going costs for product maintenance and upgrades for a five (5) year period in the pricing response.

5. PROPOSER SUBMITTALS

The following must be submitted in the proposal:

5.1 Contract Termination for Default. Has the Proposer’s company had a contract terminated for default in the last five years? Termination for default is defined as notice to stop performance which was delivered to the Proposer due to the Proposer's non-performance or poor performance and the issue of performance was either not litigated due to inaction on the part of the Proposer; or litigated and determined that the Proposer was in default.

If the company has had a contract terminated for default in this period, submit full details including the other party's name, address, and the phone number. Present the company’s position on the matter. City will evaluate the facts and may, at its sole discretion, reject the RFP on the grounds of its past experience.

5.2 Contract Litigation/Legal Proceedings. The Proposer shall identify any pending lawsuits, past litigation relevant to subject matter of this RFP, providing a statement of any litigation or pending lawsuits that have been filed against the Company in the last five years.

If an action has been filed, state and describe the litigation or lawsuit filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or lawsuit has been filed against the company, provide a statement to that effect.

5.3 Conflict of Interest. The City requires that the Proposers provide professional, objective, and impartial advice and at all times hold the City’s interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. The Proposers have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the City, or that may reasonably be perceived as having this effect. If the City, in its sole discretion, determines that a conflict of interest exists, such Proposer shall not be considered for award of this Contract. Failure to disclose said situations may lead to the disqualification of the Proposer or the termination of its Contract.

Any such interests on the part of the Proposer or their employees, must be disclosed in writing to the City on **ATTACHMENT B - CONFLICT OF INTEREST DISCLOSURE FORM** that is included with this solicitation document. This form shall be submitted as part of the proposal documents in Tab 4. Scope of Services. Also, the Proposer is aware of the conflict of interest laws of the State of Florida and the City of Tampa and agrees that they shall fully comply in all respects with the terms of said laws.

Any proposer awarded this Contract for consulting services shall be disqualified from subsequently providing goods or services resulting from or directly related to the Proposer's consulting services under this Contract.

6. MANAGEMENT

If, during the course of the project, the Successful Proposer makes personnel changes, the City has the right of review, acceptance, and/or reject proposed substitute(s). The City will make available the City's management team for interview and consultation during plan(s) development and for review of the draft and final plans.

7. COORDINATION WITH THE CITY

The Successful Proposer shall identify the Project Manager to work in close coordination with the City. The City's Project Manager shall be the City's point of contact. The City shall approve any changes to the Project Manager or personnel assigned to the project.

During the term of the contract, the Project Manager shall meet on-site with the City's Project Manager and/or other designated City officials as necessary, for the purpose of discussing and coordinating work to be performed, or performance of work.

GENERAL CONDITIONS

8. GENERAL INFORMATION

8.1 Proposal Due Date. Sealed proposals will be received no later than the date and time indicated on page one of this document. Proposals will not be accepted after this time.

City of Tampa Request for Proposals are issued electronically via DemandStar's eProcurement bid distribution system. Obtaining Request for Proposals through Demandstar will ensure that vendor will have the following capabilities: receipt of Request for Proposals electronically, track the status of award activity, receive addenda, be certified as a minority vendor to meet the City of Tampa's minority certification requirements, receive the results of awards and view plans and blueprints online electronically. Vendors who obtain specifications and plans from sources other than Demandstar are cautioned that the Request for Proposal packages may be incomplete. The City will not accept incomplete Request for Proposals. Contact Demandstar at 800-711-1712 or visit www.demandstar.com/supplier for more information.

The City is not responsible for errors and omissions occurring in the transmission or downloading of any quote documents, plans, or specifications from this website. In the event of any discrepancy between information on this website and the hard copy quote documents, the terms and conditions of the hardcopy document will prevail. DemandStar has no affiliation with the City of Tampa other than as a service that facilitates communication between the City and its vendors. DemandStar is an independent entity and is not an agent or representative of the City. Communications to DemandStar does not constitute communications to the City. Contact DemandStar at 800-711-1712 or visit www.DemandStar.com/supplier for more information.

8.2 Addendum and Amendment to RFP. If it becomes necessary to revise or amend any part of this RFP, DemandStar will provide notification of the Addendum to all prospective Proposers who received an original RFP from DemandStar (Those who are on the Plan Holders List). Addenda will be posted and disseminated by DemandStar at least five days prior to the bid opening date. Proposers registered as obtaining printed bid documents directly from the City's Purchasing Office will receive Addenda via mail or facsimile from Demandstar. The City will not accept incomplete proposals.

It will be the responsibility of the Proposer to contact DemandStar prior to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda, and to return the executed addenda with the proposal.

8.3 Errors and Omissions. Proposers discovering any ambiguity, conflict, discrepancy, omission, or other error in this RFP, shall immediately notify the City of such error in writing and request modification or clarification of the RFP. Modifications will be made by issuing an addendum and will be given by written notice to all prospective Proposers who received an original RFP from DemandStar (Those who are on the Plan Holders List). Addenda will be posted and disseminated by DemandStar at least five days prior to the RFP opening date. The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in this RFP prior to submitting the proposal or it shall be deemed waived.

8.4 Florida Public Records Law. In accordance with Chapter 119 of the Florida Statutes, and, except as may be provided by Chapter 119 of the Florida Statutes and other applicable State and Federal Laws, all Proposers should be aware that the Proposal and the responses thereto are in the public domain and are available for public inspection and

copying. If the Proposer is asserting that certain information in its Proposal is confidential and/or proprietary and/or exempt from public disclosure, then the Proposer is required to do the following: (1) identify, with specificity, the information which the Proposer asserts is confidential and/or proprietary and/or exempt from public disclosure, (2) place such information (including any applicable electronic media on which such information is contained) in a sealed envelope that is separate from the Proposer's other Proposal documents, (3) clearly label the envelope that contains the confidential, proprietary and/or exempt information as follows: "EXEMPT FROM PUBLIC DISCLOSURE" with Proposer's name and the Proposal number marked on the outside, and (4) specifically cite the applicable Florida Statute(s) that exempts such information from public disclosure - such citation must be placed on the sealed envelope and also on a separate document contained within the sealed envelope along with any relevant explanations. The envelope that contains the Proposer's confidential/proprietary/exempt information must be submitted with the Proposer's other Proposal documents. Proposer is advised that failure to follow the aforementioned instructions may result in Proposer's alleged confidential/proprietary/exempt information being disclosed to the public. This will be the Proposer's "**REDACTED**" copy. All submittals received in response to this Proposal will become the property of the City of Tampa and will not be returned. In the event of an award, all documentation produced as part of the contract will become the exclusive property of the City.*

Be aware that the designation of an item as exempt from public disclosure by a Proposer may be challenged in court by any person or entity. By designation of material in your Proposal submittal as exempt from public disclosure, Proposer agrees to defend the City of Tampa (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to Proposer's designation of material as exempt from public disclosure and to hold harmless the City of Tampa (and its employees, agents and elected and appointed officials) for any award to a plaintiff for damages, costs and attorneys' fees, and for costs and attorneys' fees incurred by the City by reason of any claim or action related to your designation of material as exempt from public disclosure.

***Note: The City will not accept Proposal submittals when the entire submittal is labeled as exempt from public disclosure and the proposal will be deemed non-responsive. Proposer's References and Cost or Price information will be deemed a public record, and if a claim of confidentiality/proprietary information is made, the City may deem the Proposal submittal as "non-responsive".**

8.4.1 In accordance with section 119.071(1)(b)2, Florida Statutes, sealed bids, proposals, or replies received by the City of Tampa pursuant to a competitive solicitation are exempt from section 119.07(1), Florida Statutes and section 24(a), Art. I of the State Constitution until such time as the City of Tampa provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

8.4.2 In accordance with section 119.071(1)(b)3, Florida Statutes, if the City of Tampa rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the City of Tampa concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt from section 119.07(1), Florida Statutes and section 24(a), Art. I of the State Constitution until such time as the City of Tampa provides notice of an intended decision concerning the reissued competitive solicitation or until the City of Tampa withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than 12 months after the initial City of Tampa notice rejecting all bids, proposals, or replies.

8.4.3 The City of Tampa is a public agency subject to Chapter 119, Florida Statutes. In accordance with Florida Statutes, 119.0701, Successful Proposer agrees to comply with Florida's Public Records Law, including the following:

1. Successful Proposer shall keep and maintain public records required by the City to perform the services;
2. Upon request from the City, Successful Proposer shall provide the City with copies of the requested records, having redacted records in total or in part that are exempt from disclosure by law or allow the records to be inspected or copied within a reasonable time (with provision of a copy of such records to the City) on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
3. Ensure that public records, in part or in total that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of the contract term and following completion (or early termination) of the contract if the Contractor does not transfer the records to the City;

4. Upon completion (or earlier termination) of the award, Successful Proposer shall within 30 days after such event either transfer to the City, at no cost, all public records in possession of the Successful Proposer or keep and maintain the public records in compliance with Chapter 119, Florida Statutes. If Successful Proposer transfers all public records to the City upon completion (or earlier termination) of the award, Successful Proposer shall destroy any duplicate records that are exempt or confidential and exempt from public records disclosure requirements. If Successful Proposer keeps and maintains public records upon completion (or earlier termination) of the award, Successful Proposer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.
5. The failure of Successful Proposer to comply with Chapter 119, Florida Statutes, and/or the provisions set forth above shall be grounds for immediate unilateral termination of the contract by the City; the City shall also have the option to withhold compensation due Successful Proposer until records are received as provided herein.
6. **IF THE SUCCESSFUL PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE SUCCESSFUL PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AWARD, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813/274-8351, COTPurchasingPRR@tampagov.net, AND MAILING ADDRESS OF PURCHASING DEPARTMENT, TAMPA MUNICIPAL OFFICE BUILDING, 2ND FLOOR, 306 E. JACKSON STREET, TAMPA, FL 33602.**

Note: Acknowledgement of the Florida Public Records Law must be submitted with the proposal, under Section 10. Content of Proposal, Subsection 2.

8.5 City Of Tampa Ethics Code. The Proposer shall comply with all applicable governmental and city rules and regulations including the City's Ethics Code which is available on the City's Website. (City of Tampa Code, Chapter 2, Article VIII. - Section 2-522)

Moreover, each Proposer responding to this Invitation to Bid or Request for Proposal acknowledges and understands that the City's Charter and Ethics Code prohibit any City employee from receiving any substantial benefit or profit out of any contract or obligation entered into with the City, or from having any direct or indirect financial interest in effecting any such contract or obligation. The Successful Proposer shall ensure that no City employee receives any such benefit or interest as a result of the award of this Invitation to Bid or Request for Proposal. (City of Tampa Code, Chapter 2, Article VIII. - Section 2-514(d))

Please note that the City's Ethics Code may be accessed on the Internet by utilizing the website link <http://www.tampagov.net/human-resources/info/lobbyist-information> or can be found in the City of Tampa's municipal codes published online by the Municipal Code Corporation at the website link https://www.municode.com/library/fl/tampa/codes/code_of_ordinances. Printed copies of the Ethics Code can also be obtained from the City Clerk's Office for a fee of \$0.15 cents a page.

8.6 Warranties and Guarantee. The City of Tampa will not accept any disclaimer of the warranties of merchantability and fitness for a particular purpose for the products offered. Proposals will clearly state any additional warranties and guarantees against defective materials and workmanship. A copy of the complete manufacturer's warranty statement is to be submitted with the proposal.

The material(s) supplied shall be guaranteed to be free from defect of composition, conception and workmanship for a minimum period one-year from the date of installation and final acceptance by the City. Any parts or

portions found not in accordance with this RFP will be rejected by the City and returned to the Successful Proposer at the Successful Proposer's expense for immediate replacement.

8.7 Copyrights and Patent Rights. Proposer warrants that there has been no violation of copyrights, patent or other intellectual or proprietary rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this Proposal, and Successful Proposer agrees to indemnify, defend and hold the City harmless from any and all liability, loss or expense by any such violation including litigation costs and attorneys' fees through the appellate process, and damages which may be incurred by reason of any infringement at any time during the prosecution or after the completion of work.

8.8 Procurement Protest Procedures. A protest must be filed with the Director of the soliciting Department within five (5) business days of posting the City's intent to award and may be filed by an actual Proposer or proposer, who is allegedly aggrieved in connection with the issuance of a bid solicitation, proposal solicitation or pending award of any contract in any competitive process utilized by the City of Tampa for procurements of supplies, materials or services and construction of public improvements and has standing to protest under Florida Law. Any protest must be filed in accordance with the City of Tampa Code, Chapter 2, Article V, Division 3, Purchases and Contracts, Section 2-282, Procurement Protest Procedures. Protests not complying with the provisions of this Section shall not be reviewed.

All dates and times specified in the Protest Procedures in Section 2-282 are calculated as city business days. A City business day shall mean 8:00 am to 5:00 pm Monday through Friday, with the exception of city holidays. In all instances any document required to be transmitted by a certain date must be received in the required office by 4:30 pm. An envelope which is postmarked by the required date is not sufficient. Transmittal by fax, email or other electronic means may be accepted. However, it shall be the responsibility of the party transmitting the document(s) to ensure that the document(s) were received, and the transmitting party shall bear any risk of interruption or failure in the electronic transmission.

8.9 WMBE Participation. The City of Tampa administers the Women/Minority Business Enterprise (WMBE) Program to promote the inclusion of WMBE Companies in procurement solicitations and contract awards. The City actively solicits participation in this project by City Certified WMBE Companies deemed **underutilized**. To obtain a list of the City's Certified WMBE Companies, visit the Equal Business Opportunity (EBO) website at <https://itampa.ads.cot/ebo>. Under Programs and Services select WMBE and SLBE Directories. These directories include WMBE Certified Companies which are listed by Type of Services and by Company Names.

NOTE: In accordance with Chapter 26.5 , City of Tampa Code of Ordinances, the City of Tampa's WMBE policies are narrowly-tailored to identify **underutilized** WMBEs by Industry Category. Proposers who are certified within the **underutilized** category for the work/scope detailed herein or subcontract with firms that are certified within the **underutilized** category will be eligible for weighted points in the selection process. Refer to **MBD Form 70** to identify **underutilized** WMBEs by Industry Category and Section 4. Evaluation of Proposals for the WMBE Participation scoring criteria for this REP. **For this RFP the underutilized WMBE Industry Category is "Professional Services".**

8.10 SLBE Participation. In an effort to promote increased opportunities for Small Local Business Enterprises (SLBEs), the City actively solicits the participation of certified SLBE firms in the performance of contracts. To obtain a list of the City's Certified SLBE Companies, visit the Equal Business Opportunity (EBO) website at <https://itampa.ads.cot/ebo>. Under programs and Services select WMBE and SLBE Directories. These directories include SLBE Certified Companies which are listed by Type of Services and by Company Names.

NOTE: In accordance with Chapter 26.5, City of Tampa Code of Ordinances, SLBE vendors are eligible for weighted points in the selection process. Refer to Section 4. Evaluation of Proposals for the SLBE participation scoring criteria for this RFP.

For additional information visit the Equal Business Opportunity Office at <https://itampa.ads.cot/ebo>.

8.11 Incurred Expenses. The City is not responsible for any expenses which Proposers may incur in the preparation and submittal of proposals requested by this RFP, including but not limited to, costs associated with travel, accommodations, interviews or presentations of proposals.

8.12 Proposals Binding. All proposals submitted shall be binding for 180 calendar days following the opening.

8.13 Non-Discrimination in Contracting and Employment. The following provisions are hereby incorporated into any contract executed by or on behalf of the City of Tampa (City).

The Successful Proposer shall comply with the following Statement of Assurance:

During the performance of this Contract, the Successful Proposer herein assures the City, that said Successful Proposer is in compliance with Title VII of the 1964 Civil Rights Act, as amended, the Florida Civil Rights Act of 1992, and the City of Tampa Code of Ordinances, Chapter 12, in that the Successful Proposer does not on the grounds of race, color, national origin, religion, sex, sexual orientation, gender identity or expression, age, disability, familial status, or marital status, discriminate in any form or manner against said Successful Proposer's employees or applicants for employment.

The Successful Proposer understands and agrees that this Award/Contract is conditioned upon the veracity of this Statement of Assurance, and that violation of this condition shall be considered a material breach of this Award/Contract. Furthermore, the Successful Proposer herein assures the City that said Successful Proposer will comply with Title VI of the Civil Rights Act of 1964 when federal grant(s) is/are involved. This Statement of Assurance shall be interpreted to include Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability.

The Successful Proposer further acknowledges and agrees to provide the City with all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors, suppliers and vendors in connection with this Award/Contract. The Successful Proposer further acknowledges that it must comply with City of Tampa Code of Ordinances, Chapter 26.5.

8.14 Proposer's Criminal History Screening Practices. Per City of Tampa Code of Ordinances, Section 2-284, Proposer(s) may identify whether or not they perform criminal history screenings similar in nature to the practices contained in Chapter 12, Article VI, City of Tampa Code of Ordinances. The City of Tampa's municipal codes are published online by the Municipal Code Corporation at the website link https://www.municode.com/library/fl/tampa/codes/code_of_ordinances.

8.15 Equal Opportunity. The City of Tampa hereby notifies all Bidders/Proposers that all eligible businesses, including Small Local Business Enterprises (SLBEs) and Women/Minority Business Enterprises (WMBEs) will be afforded a full opportunity to participate in any Award/Contract made by the City of Tampa pursuant to this present proposal matter and will not be subjected to discrimination on the basis of race, color, national origin, religion, sex, sexual orientation, gender identity or expression, age, disability, familial status, or marital status. The City of Tampa prohibits any person involved in City of Tampa contracting and procurement activities, to discriminate on the basis of race, color, national origin, religion, sex, sexual orientation, gender identity or expression, age, disability, familial status, or marital status.

8.16 Governing Law/Venue. The laws of the State of Florida (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its interpretation, construction, performance, and enforcement. The parties hereto submit to the exclusive jurisdiction and venue of the state and federal courts located in Hillsborough County, Florida.

8.17 Compliance with Laws. The Successful Proposer shall comply with all applicable laws, ordinances, codes, rules and regulations of the Federal Government, State of Florida, Hillsborough County, and the City of Tampa. It shall be the responsibility of the Successful Proposer to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Failure to comply with all applicable laws, ordinances and codes may lead to termination of the contract.

8.18 Force Majeure. If a Force Majeure Event occurs, the party that is prevented by that Force Majeure Event from performing any one or more obligations under this award/contract (the "Nonperforming Party") will be excused from performing those obligations, on condition that it complies with its obligations herein. "Force Majeure Event" means, with respect to the Nonperforming Party, any event or circumstance, regardless of whether it was foreseeable, which was not caused by the Nonperforming Party, which prevents the Nonperforming Party from complying with any of its obligations under this award/contract, on condition that the Nonperforming Party uses reasonable efforts to comply with its obligations, except that a Force Majeure Event will not include any strike or other labor unrest that affects only one party, economic hardship of a party, an increase in prices, changes in market conditions, or a change of law. Upon the occurrence of the Force Majeure Event, the Nonperforming Party shall notify the other party in writing within ten (10) days of the occurrence of that the Force Majeure Event, its effect on performance, and how long that party expects the Force Majeure Event to last. Thereafter the Nonperforming Party shall update the other party as

reasonably necessary. During a Force Majeure Event, the Nonperforming Party shall use reasonable efforts to limit damages to the other party and to resume its performance under this award/contract. The other party has the right to terminate the award/contract if the Non-Performing Party's Force Majeure Event continues for more than a reasonable time.

8.19 Survival. Provisions related to licensing, indemnification, governing law, venue, confidentiality, and any provision by its nature should survive termination of the contract, shall survive termination of contract.

8.20 Audit Rights. Awardee agrees that the City or its authorized representative shall have access to, and the right to audit, examine, or reproduce, the financial books and records of Awardee related to Awardee's performance under the contract. Awardee shall retain all such records for a minimum period of six (6) years from the date of termination of the contract, including any renewal or extension hereof, or for such longer period of time as required by federal or state law, and shall be extended until the completion of any audit in progress. Awardee must keep all financial records in a manner consistent with generally accepted accounting principles. Awardee must provide access during normal business hours to the requested records no later than ten (10) calendar days after the written request by the City or its authorized representative. If any audit reveals any material deviation from the contract requirements, any misrepresentations or any overcharges to the City, the City will be entitled to recover damages, as well as the cost of the audit. Any adjustments or payments which must be made as a result of any such audit or inspection of the Awardee's invoices or records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) calendar days, from presentation of the City's audit findings to the Awardee. Awardee shall include this right to audit section in any subcontractor agreements entered into in connection with this contract.

8.21 Scrutinized Companies. Section 287.135, Florida Statutes prohibits agencies from contracting with companies for goods or services of any amount that are (1) on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes or are engaged in a boycott of Israel, and (2) with companies for goods or services of \$1 million or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes or are engaged in business operations in Cuba or Syria.

A company that is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel may not bid on, submit a proposal for, or enter into a contract or renew a contract with an agency or local government entity for goods or services of any amount.

A company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria may not bid on, submit a proposal for, or enter into a contract or renew a contract with an agency or local government entity for goods or services of \$1 million or more.

Notwithstanding the aforementioned, the City may on a case-by-case basis permit a company on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, or are engaged in business operations in Cuba or Syria to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services if the conditions set forth in Section 287.135(4) of the Florida Statutes are met.

If the City determines the Proposer submitted a false certification under Section 287.135(5) of the Florida Statutes upon submission of a bid or proposal, entering into a contract, on contract renewal, or if the Successful Proposer has been placed on the Scrutinized Companies with Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel or is engaged in business operations in Cuba or Syria, the City shall either terminate the contract after it has given the Successful Proposer notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes.

8.24 Data Collection. Pursuant to Section 119.071(5)(a), Florida Statutes, social security numbers collected from Proposers are used for identification, verification, and tax reporting purposes.

8.25 Indemnification. The Contractor/Successful Proposer/Awardee/Firm (collectively the "Firm") releases and agrees to defend, indemnify and hold harmless the City of Tampa, its officers, elected and appointed officials, and employees from and against any and all liabilities, claims, suits, damages, charges, or expenses (including attorney's fees, whether at trial or appeal) which the City may suffer, sustain, incur, or in any way be subjected to by reason or as a

result of any act, negligence, or omission on the part of the Firm, its agents or employees, in the execution or performance of the obligations assumed under or incidental to, the Award/Contract/Agreement (collectively the "Agreement") into which the Firm and the City will enter, except when caused solely by the fault, failure, or negligence of the City, its agents, or employees. Where the Agreement is for a construction contract for the City, this Section shall be limited to the provisions of Section 725.06, Florida Statutes, with the greater of \$1 Million Dollars or a sum equal to the total contract price set as the monetary limitation on the extent of the indemnification.

8.26 Employee Verification. In accordance with Section 448.095, Florida Statutes, the Successful Proposer/Contractor agrees to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the award/contract for the services specified in the award/contract. The Successful Proposer/Contractor must also include a requirement in subcontracts that the subcontractor must register with and utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the award/contract term. If the Successful Proposer/Contractor enters into a contract with a subcontractor, the subcontractor must provide the Successful Proposer/Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Successful Proposer/Contractor shall maintain a copy of such affidavit for the duration of the award/contract. If the City has a good faith belief that the Successful Proposer/Contractor has knowingly violated Section 448.09(1), Florida Statutes, the City shall terminate the Contract with the Successful Proposer/Contractor, and the Successful Proposer/Contractor may not be awarded a contract with the City for at least 1 year after the date on which the award/contract was terminated. The Successful Proposer/Contractor is liable for any additional costs incurred by the City as a result of the termination of the award/contract. If the City has a good faith belief that a subcontractor knowingly violated the law, but the Successful Proposer/Contractor has otherwise complied with the law, the City shall promptly notify the Successful Proposer/Contractor and order the Successful Proposer/Contractor to immediately terminate the award/contract with the subcontractor.

9. QUESTIONS REGARDING SPECIFICATIONS OR PROPOSAL PROCESS

9.1 Questions. To ensure fair consideration for all Proposers, the City prohibits prospective Proposers' communication with any department or employee during the submission process. Questions relative to the interpretation of the Scope of Services or the proposal process shall be addressed to the City during the pre-proposal conference, or questions can be submitted via email ten days prior to the RFP opening date and time, addressed to the individual(s) identified in the solicitation.

9.2 Communication Policy. During any solicitation period, including any protest and/or appeal, no contact with City officials or employees, other than with the individuals specifically identified in the solicitation, the Director of Purchasing or the legal department is permitted from any proposer. Such communication shall result in an automatic disqualification for selection in the pending solicitation and any subsequent City solicitations for a period of six (6) months, no matter the outcome of the solicitation or any protest and/or appeal.

10. CONTENT OF PROPOSALS

10.1 Proposer Responsibility. Proposers are advised that the City's ability to evaluate proposals is dependent in part on the Proposer's ability and willingness to submit proposals which are well ordered, detailed, comprehensive and readable. Clarity of language and adequate, accessible documentation is essential. Proposers should maintain the sequence of sections as they are depicted in the RFP. It is the Proposer's responsibility to examine all specifications and conditions thoroughly and comply fully with specifications and all attached terms and conditions.

It is the Proposer's responsibility to provide a full and complete written response that does not require interpretation or clarification by the City. The Proposer is to provide all requested materials, forms and information. The Proposer is responsible to ensure the materials submitted will properly and accurately reflect the Proposer specifications and offering. During scoring and evaluation (prior to any interviews), the City will rely upon the submitted materials and shall not accept materials from the Proposer after the RFP deadline; however, this does not limit the right of the City to consider additional information (such as references that are not provided by the Proposer but are known to the City, or past experience by the City in assessing responsibility), or to seek clarifications as needed by the City.

10.2 Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to fulfill the requirements of the proposal. Proposal and the required copies shall be presented in Sections outlined below, with pages single or double sided and identified with page numbers. **Failure to follow these instructions could result in your proposal being disqualified.**

Proposals may be submitted electronically via the Internet as an attachment to an email, addressed to BidControl@Tampagov.net. The subject line of the email should include the RFP number and title listed above. Verification of the City's receipt of a bid submitted by email is the Proposer's responsibility. To verify receipt of proposals sent electronically, Proposers may contact the Purchasing Department at 813-274-8351. Failure of the City to receive such proposal by the date and time specified on the Request for Proposal will result in non-consideration.

If submitting hard copy proposal, the Proposer shall provide the following:

- One (1) original proposal marked "**ORIGINAL**". The original proposal is the City's official record and recording of the proposal being submitted.
- One (1) electronic copy on USB Drive. The proposal shall be one (1) PDF document.
- One (1) redacted copy of the proposal marked "**REDACTED**". If applicable, provide one redacted copy of the proposal with the original following the instructions stated under General Information, Section 8.4 Florida Public Records Law.

In order to insure a uniform review process and to obtain the maximum degree of comparability, it is required that proposals be organized in the following manner and identified in sections:

- **Title Page.** Type the name of Proposer's agency/firm, address, telephone number, name of contact person, email address, date, and the title of the RFP.
- **Table of Contents.** Include a clear identification of the written material by section and by page number.
- **Proposal Submittal Check List.** Complete and submit Attachment A. for compliance of certain requirements identified in the RFP package.
- **Section 1. Addenda.** Include a copy of the addendum, or addenda associated with the RFP, if applicable. Incomplete proposals will not be considered.
- **Section 2. Florida Public Records Law.** Include a written acknowledgement of the Florida Public Records Law requirements from General Information, Section 8.4.
- **Section 3. Response to Proposal.** Specifically state the Proposer's understanding of the work to be accomplished and make a positive commitment to accomplish the goals of the project outlined in **SECTION 3 - OBJECTIVE**.
- **Section 4. Statement of Work.** Include all the requirements and/or documentation requested under **SECTION 4 - STATEMENT OF WORK – BACKFLOW DEVICE SYSTEM**.
- **Section 5. References.** Include a reference list of at least three clients to whom the Proposer has provided services similar to those being proposed to the City, preferably with a database of similar size or larger. This list will include the following information:

Name of Client
Date of Services
Address
Contact Person
Telephone Number
Email Address

- **Section 6. General Statement of Experience.** Include a written, verifiable statement of experience in providing and managing similar services. If the Proposer does not possess an experience similar to the services required, Proposer shall provide any pertinent information or experience Proposer feels may qualify Proposer for consideration of award.
- **Section 7. Operational Plan.** Include a narrative description and/or organizational chart outlining the methods of operation, operational structure, and services to be provided by the Proposer. This

description should fully and completely demonstrate the Proposer's intended methods for servicing the requirements. Proposers are also encouraged to provide any other pertinent information that will assist the City in evaluating the proposed method of operation.

A fee structure for initial set up, continuous support and managing the database shall be outlined. Please be aware that the City does not intend to incur additional cost to either customers or third parties as compared to their current expense. Any proposal not meeting this requirement will be excluded.

- **Section 8. Sub-Contracting Submittals.** No Successful Proposer shall assign the award/contract or any rights or obligations thereunder without the written consent of the City. **The Successful Proposer shall be required to perform with its own forces at least fifty-one (51) percent of the work, unless written consent to subcontract a greater percentage of the work first obtained by the City.** In the event of such approved subcontracting, the Successful Proposer agrees to provide the City with written documentation relative to the Subcontractor(s) solicited, or that will be employed in this award, including but not limited to submittal of attached the following Schedule of Sub-Contracting Forms:
 - Schedule of All Sub-Contractors/Consultants/Suppliers Solicited - MBD 10
 - Schedule of Sub-Contractors/Consultants/Suppliers to be Utilized - MBD 20

These forms must be completed (including signatures) and submitted with all bids or proposals. Submittals that do not contain these completed forms shall be deemed "non-responsive". Instructions on completing the forms are included after each form in this bid package.

Subcontractor shall be defined as; a business enterprise, firm, partnership, corporation, consultant or combination thereof having a direct contract with a prime contractor for any portion of the advertised work that is awarded by the owner/owner's representative.

Supplier shall be defined as; a business enterprise that either directly contracts with a Prime Contractor/Consultant or directly contracts with a Subcontractor under such Prime Contractor/Consultant to provide materials, supplies or equipment in connection with a Contract awarded by the owner/owner representative. A Supplier may be a regular dealer, distributor or manufacturer.

- **Section 9. Compensation.** Submit an **all-inclusive cost statement.** Provide a detailed cost statement for providing the services indicated in Section 4. Statement of Work, that includes itemize fees, expenses and any optional costs.

The Proposer and its staff assigned to provide Services for the City shall include travel and accommodation expenses in the proposal price. The Proposer shall comply with the City's current travel policy; coach/business class airfare seven-day advance booking, medium rate hotel accommodations if applicable, economy/midsize car rental and per diem of Breakfast \$8.00, Lunch \$12.00, Dinner \$18.00, and current IRS mileage reimbursement rate. Original receipts must be submitted in order for the Successful Proposer to be reimbursed for travel expenses.

- **Section 10. Proposer's Affirmation.** Complete, submit and have notarized the Proposer's Affirmation form provided in the RFP Package. This form must be signed by an authorized representative of the firm as defined below.
- **Section 11. Proposal Signature Form.** Complete and submit the Proposal Signature form and Requested Voluntary Information Regarding Proposer's Initial Employment Application Content form provided in the RFP Package. These forms must be signed by an authorized representative of the firm as defined below:

When Proposer is a corporation, the president, vice president or other person duly authorized to bind the corporation shall set out the corporate name in full beneath which he/she shall sign his/her name and give the title of his/her office or position. The proposal shall also bear the seal

of the corporation attested by its corporate secretary. Proposals signed by a person other than an officer of the corporation, shall be accompanied by evidence of authority.

When the Proposer is a partnership, the proposal shall be signed in the name of the partnership by a general partner or other person duly authorized to bind the partnership. The capacity and authority of the person signing shall also be given.

When the Proposer is an individual or sole proprietorship, the proposal shall be signed by the individual owner, stating name and style under which the Proposer is doing business.

If the Proposer is doing business under a fictitious name, the Proposer must submit a copy of Certificate of Registration with the Florida Secretary of State.

When the Proposer is a joint venture, each joint venturer must sign the proposal as hereinabove indicated.

NOTE: Failure to submit the Proposal Signature Form executed or failure to submit the Proposal Signature Form in the proposal package will result in the proposal being non-responsive. **NO EXCEPTIONS.**

11. EVALUATION OF PROPOSALS

11.1 The City will not be under any requirement to complete the evaluation by any specific date and reserves the right to suspend or postpone the evaluation process should the need arise due to budget constraints, time constraints or other factors as directed by the City. However, it is anticipated that the review/evaluation process will be completed in a timely manner.

A Proposal Evaluation Committee will be established to review and evaluate all proposals submitted in response to this RFP. The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided and other evaluation criteria as set forth in this RFP. The contract will be awarded to the most qualified Successful Proposer per the evaluation criteria listed below.

EVALUATION CRITERIA	MAXIMUM POINT VALUES
Cost to the City	20 points
Firm's Experience and Qualifications	35 points
Responsiveness to the Scope of Services	25 points
WMBE/SLBE Participation	20 points
TOTAL POINTS	100 points

11.2 Application of WMBE and SLBE Evaluation Points. During the evaluation of proposals for WMBE and SLBE participation, the Minority and Small Business Development Office will be responsible for assigning the points under these criteria. WMBE and SLBE points will be determined as follows:

Points are determined by the Equal Business Opportunity Program as follows (Requires Form 50-GFECF):

1. A maximum of twenty (20) rating points may be awarded when the Proposer is a City of Tampa Certified WMBE firm deemed underutilized within the Industry category established by the RFP.
2. A maximum of fifteen (15) rating points may be awarded when the Proposer is a City of Tampa certified SLBE with meaningful participation by City certified WMBE/SLBE sub-contractors/consultants.
3. One to Fifteen (1-15) rating points may be awarded when the Proposer is not a City of Tampa certified WMBE/SLBE prime contractor but utilizes either Underutilized WMBE and/or SLBE certified firm(s) as sub-contractors/consultants and assigned to perform meaningful segments of the contractual services detailed herein and documented on the enclosed MBD Form 10-20.

4. A maximum of seven (7) “discretionary” rating points may be awarded when the Proposer provides WMBE/SLBE participation from an external agency recognized by the City. Discretionary points may be awarded for ancillary participation (see definition). The point values for ancillary participation may be subordinate to weighted values outlined in categories A, B and C above.

NOTE: *WMBE participation is narrowly tailored (per policy) to target underutilization of affected groups in specific trade/industry categories. Any WMBE/SLBE achievement that was not designated on MBD Form 70 is considered ancillary. Ancillary participation may be counted with overall participation and credited to your rating points when underutilization criteria are met.

The maximum number of points available for WMBE and/or SLBE participation will not exceed a total of twenty (20) points.

The evaluation includes but is not limited to the following criteria:

- Diversity of WMBE/SLBE subcontractors listed to be utilized (MBD Form 20)
- Percentage of proposal/scope committed to WMBE/SLBE subcontracting
- The collective factors in determining the total points awarded will be based on the overall weight of evidence in the proposal that specified the participation.

In all cases, the Proposer and/or subcontractor(s) must be WMBE and/or SLBE certified prior to the opening date and time of the RFP to be eligible to earn WMBE/SLBE rating points. As proof of certification, include copies of all WMBE and SLBE certificates in the proposal. The evaluation process of WMBE and SLBE participation will be evaluated by the City of Tampa’s Minority and Small Business Department Office. The Successful Proposer will be required to execute MBD Form 40 (Letter of Intent-LOI) with their subcontractors/sub-consultants prior to award.

11.3 Proposals will be evaluated and rated based on the criteria stated in this RFP, including but not limited to the following:

11.3.1 Responsiveness of the Proposal to the scope of work.

11.3.2 Ability, capacity, and skill of the Proposer to perform the scope of work.

11.3.3 Experience of the business and individual members of the business in accomplishing similar services.

11.3.4 Responses of the client references.

11.3.5 Such other information that may be required or secured.

11.4 SHORT- LISTING

The Evaluation Committee at its sole discretion may create a short-list of the highest scored proposals based on the preliminary evaluation against the evaluation criteria. Only those short-listed Proposers would be invited to participate in interviews and/or presentations, demonstrations or product testing. Upon conclusion of any interviews and/or presentations, demonstrations or product testing, the Evaluation Committee will finalize the scoring against the evaluation criteria.

11.5 INTERVIEWS/DEMONSTRATIONS

If requested, Proposers may be required to participate in on-site interviews and conduct demonstrations to the City’s Evaluation Committee and other City representatives, in order to clarify the proposal submitted and present the Proposer’s proposed solution. Additionally, the Proposer’s key personnel may be required to be in attendance during this process.

Proposers should be prepared to discuss and substantiate any of the areas of the proposal submitted, as well as its qualifications to furnish the specified products and services. The interviews and demonstrations will be scored by the Evaluation Committee.

Notwithstanding the possibility of a request for an on-site interview and demonstrations, Proposers shall not rely on the possibility of such a request and shall submit a complete and comprehensive written response to this solicitation. Any costs incurred for the interviews and the oral demonstrations are the responsibility of the Proposer.

11.6 The City reserves the following rights to:

11.6.1 Conduct pre-award discussion and/or pre-award/contract negotiations with any or all responsive and responsible Proposers who submit proposals determined to be reasonably acceptable of being selected for award; conduct personal interviews or require presentations of any or all Proposers prior to selection; and make investigations of the qualifications of Proposers as it deems appropriate, including, but not limited to, a background investigation conducted by the Tampa Police Department or any other law enforcement agency.

11.6.2 Request that Proposer(s) modify its proposal to more fully meet the needs of the City or to furnish additional information as the City may reasonably require.

11.6.3 Accord fair and equal treatment with respect to any opportunity for discussions and revisions of proposals. Such revisions may be permitted after submission of proposals and prior to award.

11.6.4 Negotiate any modifications to a proposal that it deems acceptable, waive minor irregularities in the procedures, and reject any and all proposals.

11.6.5 Process the selection of the successful Proposer without further discussion.

11.6.6 Waive any irregularity in any proposal, or reject any and all proposals, should it be deemed in its best interest to do so. The City shall be the sole judge of Proposers' qualifications and reserves the right to verify all information submitted by the Proposers. The proposal selected will be that proposal which is judged to be the most beneficial to the City.

11.7 Financial Statements. The City reserves the right to request that Proposers submit their annual financial statements for the last three fiscal years, including company financial statement summaries, certified by a Certified Public Accountant. If the organization has been in business for a period of less than three years, Proposers may be required to submit a detailed business plan in addition to any pertinent information that would allow the City to evaluate the sufficiency of financial resources and the ability of the business to successfully perform the services enumerated in the contract. Unless otherwise stated, such requests would be made after the submission of the proposals and prior to award of a contract.

12. ADDITIONAL CONTRACT TERMS

12.1 Basis of Award. A contract will be awarded to the most responsible and responsive Proposer whose proposal meets the needs of the City to the best degree. **OFFICIAL AWARD WILL BE MADE BY CITY OF TAMPA PURCHASE ORDER ONLY.**

Prior to award resulting from this solicitation, the Successful Proposer shall be registered to transact business in the State of Florida, and shall furnish the City with proof of registration with ten days of the notice to do so by the City. Failure to promptly submit this evidence of qualification to transact business in the State of Florida may be a basis for rejection of the proposal.

Any Proposer who is owing to the City of Tampa upon any debt, contract, or other obligation to the City, or who is a defaulter as a surety or otherwise, will not be eligible for consideration for contract award regarding this solicitation.

12.2 Award/Contract Term. The period of the contract shall be for a (1) one-year period from the effective date of the award, and may, by mutual written agreement, be renewed at the same terms and conditions for four additional one-year periods.

12.2.1 Supplemental Unilateral Renewal Periods. The City, through its Director of Purchasing, has the option and reserves the right to unilaterally extend the original contract term or any renewal term for up to three (3) additional thirty (30) day periods, at the same terms and conditions. Notice of the City's intent to renew shall be provided by the City in writing to the Successful Proposer prior to the expiration of the contract, or the renewal period if the contract has been previously renewed.

12.3 Non-Appropriation of Funds. In the event no funds or insufficient funds are appropriated for expenditures under this award, the City will notify the Successful Proposal in writing of such occurrence and the award shall terminate without penalty or expense to the City on the last day of the fiscal year in which sufficient funds have been appropriated.

12.4 Award Termination. When deemed to be in the best interest of the City, the City may cancel any award resulting from this specification by the following means:

10-day written notice with cause; or

30-day written notice without cause.

12.5 Addition/Deletion. The City reserves the right to add to or delete any service/item from this proposal or resulting agreements when deemed to be in the best interest of the City.

12.6 Proposal Prices. Prices quoted in the proposal shall include any and all shipping costs, shipped F.O.B. Tampa, FL, or to the facility location specified by the requestor or the purchase order.

All taxes of any kind and character payable on account of the work done and materials furnished under the contract shall be paid by the Successful Proposer and shall be deemed to be included in the proposal. The laws of the State of Florida provide that sales tax and use taxes are payable by the Successful Proposer upon the tangible personal property incorporated in the work and such taxes shall be paid by the Successful Proposer and shall be deemed to have been included in the proposal. The City is exempt from all State and Federal sales, use and transportation taxes.

Proposal prices include all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the work. Whenever the Successful Proposer is required or desires to use any design, device, material or process covered by letters of patent or copyright, the Successful Proposer shall indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims for infringement by reason of the use of any such patented design, tool, material, equipment, or process, to be performed under the contract, and shall indemnify the said City, its officers, agents, and employees for any costs, expenses and damages which may be incurred by reason of any infringement at any time during the prosecution or after the completion of the work. The duty to defend under this paragraph is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Successful Proposal, the City and any indemnified party. This provision shall survive the termination of this contract and shall continue in full force and effect so long as the possibility of any liability, claim or loss exists, unless otherwise prohibited by law.

12.7 Government Purchasing Council. Hillsborough County Government Purchasing Council ("GPC") members, may, at their discretion or option, utilize this bid as they require. Estimated quantities for Hillsborough County GPC members have not been included in the Bid Response form. Purchases by these entities may increase the value of the award. A list of the members of the GPC is contained within this bid document.

Any Hillsborough County GPC member which avails itself of this contract will establish its own contract, place its own orders, issue its own purchase orders and issue its own exemption certificates as required by the Proposer. It is understood and agreed that the City of Tampa is not a legally bound party to any contractual agreement made between any other governmental entity and the Proposer as a result of this Bid.

12.8 Use of Contract by Other Governmental Agencies. Unless otherwise stipulated by the Proposer in its proposal, the Proposer agrees to make available to all government agencies, departments, and municipalities the proposed prices submitted in accordance with the terms and conditions of this Solicitation Document, should any governmental entity desire to buy under the Contract resulting from this Solicitation Document.

Any other governmental agency, department, or municipality which avails itself of this contract will establish its own contract, place its own orders, issue its own purchase orders and issue its own exemption certificates as required by the Proposer. It is understood and agreed that the City of Tampa is not a legally bound party to any contractual agreement made between any other governmental entity and the Proposer as a result of this Bid.

12.9 Use of State Contract, GPC, Or Cooperative Purchasing Bids. The City of Tampa reserves the right to utilize applicable State of Florida Contracts, GPC Bids, or those contracts of any other federal, state, or local governmental entity under the terms of a bid submitted to such entity, provided that such contract is procured in

compliance with the procuring entity's law, bylaws, regulations, or ordinances regarding competitive solicitation, which must provide for full and open competition for any items covered by this specification when the use of same is in the best interest of the City of Tampa.

12.10 Payment. Full payment will be made by the City after receipt and acceptance of materials/services and proper invoice in accordance with Florida Statutes § 218.70, *et. seq.*, the Florida's Local Government Prompt Payment Act. Proposers that accept Visa/Mastercard payments can be enrolled in the City's ePayments program for faster payment turnaround, by contacting the City's Accounts Payable Department at acctspayable@tampagov.net.

12.11 Minimum Wage Amendment. The Successful Proposer shall comply with the minimum wage requirements as required in Article X, Section 24, Constitution of the State of Florida as of May 2, 2005.

The rate of wages for all persons employed by the Successful Proposer on the work covered shall not be less than the rate of wages required by the Fair Labor Standards Act (Public Law 104-188) enacted August 20, 1996.

12.12 Invoicing. The Successful Proposer shall furnish the City complete itemized invoices for work performed. Invoices are to reflect the prices stipulated on the purchase order and as outlined in this bid/proposal itemizing parts, labor hours, materials, etc. The City will not accept an aggregate invoice. As part of the award process, the City may request a sample invoice. Invoices shall contain, but not be limited to the following information:

- Invoice number;
- Company Name;
- City work order number (if applicable);
- Purchase order number;
- Location and dates of work;
- Cost of work as stated on Bid Response and extended price to reflect total cost for number of times work was performed.

At the time of submission of its invoices, the Successful Proposer shall submit to the City a report on Form MBD-30, "DMI-Payments" of all sub-contracted amounts and payments along with any other completed reports or forms as may be required by the CITY. In the event the Successful Proposer uses any WMBE and/or SLBE sub-contractors, the Successful Proposer shall provide form MBD-40 "Letter of Intent" (LOI) for all WMBE and/or SLBE sub-contractors the Successful Proposer intends to utilize.

Form MBD-30-DMI Sub-(Contractors/Consultants/Suppliers) Payments
Form MBD-40 Letter of Intent (LOI)

12.13 Award Changes. No changes, over the award period, shall be permitted unless prior written approval is given by the Director of Purchasing and, where applicable, confirmed by resolution of the City Council of the City of Tampa.

12.14 Assignment. To the extent permitted by applicable law, this contract, and all rights or obligations hereunder, is not assignable, in whole or in part, by operation of law, acquisition of assets, merger, consolidation, dissolution or otherwise without the advance written approval of the other party to this contract. Any attempted assignment of this contract by a party without the advance written approval of the other party shall be invalid and unenforceable against the other party. Any approved assignment of this contract by the Successful Proposer will not relieve the Successful Proposer from the performance of its duties, covenants, agreements, obligations, and undertakings under this contract, unless the assignment expressly provides otherwise. No assignment by the Successful Proposer shall be effective unless the assignee confirms in writing to the City that the assignee accepts and shall comply with all of the duties, responsibilities, and obligations of the Successful Proposer. Notwithstanding the foregoing, the City may assign its rights under this contract (without the Successful Proposer's consent or approval) to a governmental successor of the City. An assignment by the City of its rights under this contract to a governmental successor of the City will relieve the City from the performance of its duties, covenants, agreements, and obligations under this contract after the effective date of the assignment. However, the City shall continue to be liable for the obligations it incurred under this contract prior to the effective date of the assignment. Action by the City in awarding a bid/proposal to a proposer, which has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purposes of this award.

In the event of such approved Sub-Contracting, the Successful Proposer agrees to provide the City with written documentation relative to the Subcontractor(s) solicited, or that will be employed in this award, including but not limited to submittal of attached Schedule of Sub-Contracting forms, with the proposal response.

- Schedule of All Sub-Contractors/Consultants/Suppliers Solicited - MBD 10
- Schedule of Sub-Contractors/Consultants/Suppliers to be Utilized - MBD 20

These forms must be completed (including signatures) and submitted with all proposals. Submittals that do not contain these completed forms shall be deemed "non-responsive". Instructions on completing the forms are included after each form in this RFP package.

Subcontractor shall be defined as; a business enterprise, firm, partnership, corporation, consultant or combination thereof having a direct contract with a prime contractor for any portion of the advertised work that is awarded by the owner/owner's representative.

Supplier shall be defined as; a business enterprise that either directly contracts with a Prime Contractor/Consultant or directly contracts with a Subcontractor under such Prime Contractor/Consultant to provide materials, supplies or equipment in connection with a Contract awarded by the owner/owner representative. A Supplier may be a regular dealer, distributor or manufacturer.

12.15 Default/Re-award. Any contract resulting from this specification may be cancelled by the Director of Purchasing in whole or in part by written notice of default to the Successful Proposer upon non-performance or violation of contract terms, including the failure of the Successful Proposer to deliver materials or services within the time stipulated in this specification, unless extended in writing by the Director of Purchasing. In the event a contract is cancelled because of the default of the Successful Proposer, the Director of Purchasing may: (i) purchase the materials or services specified in this specification on the open market; or (ii) make an award to the next best Proposer and establish the period of such award, provided such period is no longer than the award period set forth in this specification.

12.16 Convicted Vendor List (Public Entity Crime). A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two (\$10,000.00 and greater) for a period of 36 months from the date of being placed on the convicted vendor list. [See Florida State Statute 287.133 (2)(a)]

13. NON-DISCRIMINATION IN CONTRACTING AND EMPLOYMENT

The following provisions are hereby incorporated into any contract executed by or on behalf of the City of Tampa. The Successful Proposer shall comply with the following Statement of Assurance:

During the performance of this Award/Contract, the Successful Proposer herein assures the City, that said Awardee is in compliance with Title VII of the 1964 Civil Rights Act, as amended, the Florida Civil Rights Act of 1992, and the City of Tampa Code of Ordinances, Chapter 12, in that the Successful Proposer does not on the grounds of race, color, national origin, religion, sex, sexual orientation, gender identity or expression, age, disability, familial status, or marital status, discriminate in any form or manner against said Successful Proposer's employees or applicants for employment.

Successful Proposer understands and agrees that this award is conditioned upon the veracity of this Statement of Assurance, and that violation of this condition shall be considered a material breach of this award. Furthermore, the Successful Proposer herein assures the City that said Successful Proposer will comply with Title VI of the Civil Rights Act of 1964 when federal grant(s) is/are involved. This Statement of Assurance shall be interpreted to include Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability.

Successful Proposer further acknowledges and agrees to provide the City with all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors, suppliers and vendors in connection with this award. Successful Proposer further acknowledges that it must comply with City of Tampa Code of Ordinances, Chapter 26.5.

Per City of Tampa Code of Ordinances, Section 2-284, Bidder(s) are requested to provide information as to whether Bidder(s) has criminal history screenings similar in nature to the practices contained in Chapter 12, Article VI, City of Tampa Code of Ordinances. The City of Tampa's municipal codes are published online by the Municipal Code Corporation at the website link https://www.municode.com/library/fl/tampa/codes/code_of_ordinances.

14. INSURANCE. This award is subject to the attached and incorporated CITY OF TAMPA INSURANCE REQUIREMENTS included as Exhibit 1 of this bid document which should be reviewed for complete insurance details and coverage requirements.

EXHIBIT 1 - CITY OF TAMPA INSURANCE REQUIREMENTS

Prior to commencing any work or services or taking occupancy under that certain written agreement or award (for purposes of this document, Agreement) between the City of Tampa, Florida (City) and Firm/Awardee/Successful Proposer/Contractor/Consultant/Lessee/non-City party, etc. (for purposes of this document, Firm) to which this document is attached and incorporated as an Exhibit or otherwise, and continuing during the term of said Agreement (or longer if the Agreement and/or this document so requires), Firm shall provide, pay for, and maintain insurance against claims which may arise from or in connection with the performance of the Agreement (including without limitation occupancy and/or use of certain property/premises) by Firm, its agents, representatives, employees, suppliers, subtenants, or subcontractors (which term includes sub-consultants, as applicable) of any tier subject to the terms and conditions of this document. Should at any time Firm not maintain the insurance coverages required, City at its sole option (but without any obligation or waiver of its rights) may terminate the Agreement. All provisions intended to survive or to be performed subsequent to the expiration or termination of the Agreement shall survive, including without limitation Firm's obligation to maintain or renew coverage, provide evidence of coverage and certified copies of policies, etc. upon City's request and/or in response to a potential claim, litigation, etc.

The following coverages are required: ("M" indicates million(s), for example \$1M is \$1,000,000)

A. Commercial General Liability (CGL) Insurance on the most current Insurance Services Office (ISO) Form CG 00 01 or its equivalent on an "occurrence" basis (Modified Occurrence or Claims Made forms are not acceptable without prior written consent of the City). Coverage must be provided to cover liability contemplated by the Agreement including without limitation premises and operations, independent contractors, contractual liability, products and completed operations, property damage, bodily, personal and advertising injury, contractual liability, explosion, collapse, underground coverages, personal injury liability, death, employees-as-insureds. Products and completed operations liability coverage maintained for at least 3 years after completion of work. **Limits shall not be less than \$1M per occurrence and \$2M general aggregate for Agreements valued at \$2M or less; if valued over \$2M, a general aggregate limit that equals or exceeds the Agreement's value.** If a general aggregate limit applies, it shall apply separately to the project/location (ISO CG 25 03 or 25 04 or equivalent).

B. Automobile Liability (AL) Insurance in accordance with Florida law, as to the ownership, maintenance, and use of all owned, non-owned, leased, or hired vehicles. **AL insurance shall not be less than: (a) \$500,000 combined single limit each occurrence bodily injury and property damage for Agreements valued at \$100,000 or less or (b) \$1M combined single limit each occurrence bodily injury and property damage for Agreements valued over \$100,000.** If transportation of hazardous material involved, the MCS-90 endorsement (or equivalent).

C. Worker's Compensation (WC) & Employer's Liability Insurance for all employees engaged under the Agreement, Worker's Compensation as required by Florida law. **Employer's Liability with minimum limits of (a) \$500,000 bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each employee for Agreements valued at \$100,000 and under or (b) \$1M bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each for all other Agreements.**

D. Excess (Umbrella) Liability Insurance for Agreements valued at \$2M or more, at least \$4M per occurrence in excess of underlying limits and no more restrictive than underlying coverage for all work performed by Firm. May also compensate for a deficiency in CGL, AL, or WC.

E. Cyber Liability Insurance where Contract involves portals allowing access to obtain, use, or store data; managed dedicated servers; cloud hosting services; software/hardware; programming; and/or other IT services and products are involved. Limits of not less than \$2M per occurrence and \$2M aggregate. Coverage sufficiently broad to respond to duties and obligations undertaken by Firm, and shall include, but not be limited to, claims involving infringement of intellectual property/copyright, trademark, trade dress, invasion of privacy violations, damage to or destruction of electronic information, information theft, release of confidential and/or private information, alteration of electronic information, extortion, virus transmission, and network security. Coverage, as applicable and with sufficient limits to respond, for breach response costs, regulatory fines and penalties, credit monitoring expenses.

Firm affirmatively states that the insurance requirements as set forth above are of adequate types and amounts of insurance coverage for any type of claim/loss for the proposed work or services.

ACCEPTABILITY OF INSURERS - Insurance is to be placed with insurers admitted in the State of Florida and who have a current A.M. Best rating of no less than **A-:VII** or, if not rated by A.M. Best, as otherwise approved by the City in advance and in writing.

ADDITIONAL INSURED - City, its elected officials, departments, officers, officials, and employees shall be covered as additional insureds on all liability coverage (e.g. CGL, AL, and Excess (Umbrella) Liability) as to liability arising out of work or operations performed by or on behalf of Firm including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of Firm. Coverage can be provided in the form of an endorsement to Firm's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 10 20, CG 20 26, CG 20 33, or CG 20 38 **and** CG 20 37 if later revisions used).

CANCELLATION/NON-RENEWAL – Each insurance policy shall provide that at least 30 days written notice must be given to City of any cancellation, intent to non-renew, or material reduction in coverage (except aggregate liability limits) and at least 10 days' notice for non-payment of premium. Firm shall also have an independent duty to notify City in like manner, within 5 business days of Firm's receipt from its insurer of any notices of same. If any policy's aggregate limit is reduced, Firm shall directly take steps to have it reinstated. Notice and proof of renewal/continued coverage/certifications, etc. shall be sent to the City's notice (or Award contact) address as stated in the Agreement with a copy to the following: Purchasing Department, 306 E Jackson Street, Tampa, FL 33602
 Other: City of Tampa Insurance Compliance c/o Ebix BPO, PO Box 100085- ZS, Duluth, GA 30096

CERTIFICATE OF INSURANCE (COI) AND ENDORSEMENTS – to be provided to City by insurance carrier prior to Firm beginning any work/services or taking occupancy and, if the insurance expires prior to completion of the work or services or Agreement term (as may be extended), a renewal COI at least 30 days before expiration to the above address(es). COIs shall specifically identify the Agreement and its subject (project, lease, etc.), shall be sufficiently comprehensive to insure City (named as additional insured) and Firm and to certify that coverage extends to subcontractors' acts or omissions, and as to permit the City to determine the required coverages are in place without the responsibility of examining individual policies.
Certificate Holder must be The City of Tampa, Florida.

CLAIMS MADE – If any liability insurance is issued on a claims made form, Firm agrees to maintain such coverage uninterrupted for at least 3 years following completion and acceptance of the work either through purchase of an extended reporting provision or purchase of successive renewals. The Retroactive Date must be shown and be a date not later than the earlier of the Agreement date or the date performance/occupancy began thereunder.

DEDUCTIBLES/ SELF-INSURED RETENTIONS (SIR) – must be disclosed to City and, if over \$500,000, approved by the City in advance and in writing, including at City's option being guaranteed, reduced, or eliminated (additionally if a SIR provides a financial guarantee guaranteeing payment of losses and related investigations, claim administration, and defense expenses). Firm shall be fully responsible for any deductible or SIR (without limiting the foregoing a policy with a SIR shall provide or be endorsed to provide that the SIR may be satisfied by either the City or named insured). In the event of loss which would have been covered but for a deductible or SIR, City may withhold from any payment due Firm, under any agreement with the City, an amount equal to same to cover such loss should full recovery not be obtained under the policy.

PERFORMANCE – All insurance policies shall be fully performable in Hillsborough County, Florida (the County), and construed in accordance with Florida law. Further, all insurance policies must expressly state that the insurance company will accept service of process in the County and that the exclusive venue for any action concerning any matter under those policies shall be in the appropriate state court of the County.

PRIMARY POLICIES - Firm's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as to the City, its elected officials, departments, officers, and employees.. Any insurance or self-insurance maintained by the City, its elected officials, departments, officers, and employees shall be excess of the Firm's insurance and shall not contribute with it.

UNAVAILABILITY – To the fullest extent permitted by law, if Firm is out of business or otherwise unavailable at the time a claim is presented to City, Firm hereby assigns to the City all of its right, title and interest (but not any liabilities or obligations) under any applicable policies of insurance.

WAIVER OF SUBROGATION – With regard to any policy of insurance that would pay third party losses, Firm hereby grants City a waiver of any right to subrogation which any insurer of Firm may acquire against the City by virtue of the payment of

any loss under such insurance. Firm agrees to obtain any endorsement that may be necessary to affect such waiver, but this provision shall apply to such policies regardless.

REVISED 3/13/2020



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/06/2021

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).

PRODUCER Weller/O'Brien Insurance Ser Kevin O'Brien 720 Kelly Avenue Half Moon Bay, CA 94019 Adam Underwood 650-726-6328		CONTACT NAME: Adam Underwood PHONE (A/C, No, Ext): 650-726-6328 FAX (A/C, No): 650-726-6320 E-MAIL ADDRESS: adam@kevinobrieninsurance.com	
INSURED SwiftComply US Opco Inc 6701 Koll Center Pkwy Ste 250 Pleasanton, CA 94566		INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Insurance Company INSURER B: Lloyds Of London INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 29424	

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	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	57SBMBM8524	07/05/2020	07/05/2021	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 OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	57SBMBM8524	07/05/2020	07/20/2021	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 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X	57SBMBM8524	07/05/2020	07/05/2021	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Tech E&O	X	ESJ0019490890	07/14/2020	07/14/2021	Cyber Liability \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder Additinoal Insured on above listed General Liability, Auto Liability, Excess Liability and Professional/Cyber Liability policies

CERTIFICATE HOLDER City of Tampa Florida Its Elected Officials, Departments Officers Officials & Employees 306 E Jackson St Apt/Ste 2E Tampa, FL 33602	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 Adam Underwood
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

POLICY NUMBER: 57 SBM BM8524



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNER, LESSEES OR CONTRACTOR

LOC 001 BLDG 001
CASTLE ROCK WATER
175 KELLOGG COURT
CASTLE ROCK, CO 81019
RE: NUMBER OF JOB LOCATIONS: 1
DESCRIPTION OF COMPLETED OPERATIONS: SELLING SOFTWARE PRODUCT TO
ADDITIONAL INSURED

LOC 001 BLDG 001
SS4170
CITY OF TAMPA, FLORIDA, ITS ELECTED OFFICIALS, DEPARTMENTS,
OFFICERS, OFFICIALS AND EMPLOYEES
306 E JACKSON ST
APT/SUITE 2E
TAMPA, FL 33602
RE: NUMBER OF JOB LOCATIONS: 1
SOFTWARE SERVICES



**Request for Proposals RFP-41012821-0-2021/SJB
for
BACKFLOW ASSEMBLY MANAGEMENT SOFTWARE**

Response by:



– ORIGINAL –

SwiftComply

6701 Koll Center Parkway Suite 250, Pleasanton, CA 94566

Contact: Olivier Terrien. olivier.terrien@swiftcomply.com. (415) 450-8979

February 4th, 2021.

Title Page

February, 8th, 2021

Joe Benjamin, CPPO, CPPB, Certified Senior Procurement Analyst
TAMPA MUNICIPAL OFFICE BUILDING, 2ND FLOOR,
306 E. JACKSON STREET, TAMPA, FL 33602

Solicitation #RFP-41012821-0-2021/SJB - Backflow Assembly Management Software

Dear Mr. Benjamin,

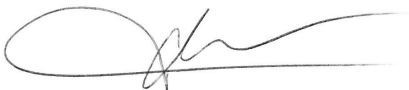
SwiftComply is pleased to present its proposal for the provision of a Backflow Assembly Management Software for the City of Tampa, Florida.

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 Tampa 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 415-450-8979 or by email at olivier.terrien@swiftcomply.com.

Sincerely,



Olivier Terrien
VP Business Development
SwiftComply

- PRIVATE & CONFIDENTIAL -

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ATTACHMENT A - PROPOSAL SUBMITTAL CHECKLIST

ATTACHMENT A - PROPOSAL SUBMITTAL CHECK LIST

The Proposer is cautioned to read and become familiar with all sections of the City of Tampa's (City) RFP package. Failure to do so may result in the submission of an irregular RFP response by the Proposer resulting in its possible rejection by the City. The following itemized checklist identifies various items that are mandatory requirements in order to accept the Proposer's response to the City's RFP. No representation is made that the following checklist is a complete guide to every requirement for consideration by the Proposer.

It is the responsibility of the Proposer to complete the Check List, identify the proposal page number and submit in the proposal under Section 10. Content of Proposal.

MANDATORY SUBMITTALS

SECTION 10. PROPOSER SUBMITTALS, SECTION 1 -11	Y	p.4
PROPOSER'S AFFIRMATION FORM Form is filled out, executed and notarized.	Y	p.42
PROPOSAL SIGNATURE FORM Form is filled out and executed.	Y	p.44
ATTACHMENT B – CONFLICT OF INTEREST	Y	p.47
SUB-CONTRACTING FORMS Form MBD 10 - Solicited Form is filled out and executed.	Y	p.35
Form MBD 20 - Utilized Form is filled out and executed.	Y	p.37

Failure to submit these forms shall result in your bid being deemed as "non-responsive"

Proposal is submitted in the format required under Section 10. Content of Proposal? Yes

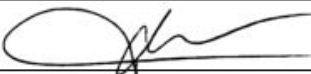
Requested Voluntary Information Regarding Bidder's Initial Employment Application Content

The Bidder's own initial application for employment has criminal history screening practices similar in nature to the practices contained in Chapter 12, Article VI – Criminal History Screening Practices, City of Tampa Code of Ordinances, which can be found at the website link:
https://www.municode.com/library/fl/tampa/codes/code_of_ordinances?nodeId=COOR_CH12HURL_ARTVICRHSICPR

Yes No

The City requires this information for informational purposes only pursuant to Section 2-284, City of Tampa Code of Ordinances. It will not be used either as a basis of award or denial thereof. It may not be used by any party as a basis of any protest.


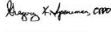
Firm Name: SwiftComply US OpCo Inc


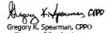

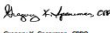
Authorized signature:  Date: 02/08/2021

SECTION 1 - ADDENDA

SwiftComply acknowledges receipt and review of Addenda 1, 2 and 3.

Addendum 1:

 <p>City of Tampa Jane Castor, Mayor</p> <p>Purchasing Department Gregory K. Spearman, CPO, Director 306 E. Jackson Street, 2E Tampa, Florida 33602 Office (813) 274-8351 Fax: (813) 274-8355</p> <p>ALL FIRMS ON BID LIST RFP: City of Tampa RFP, dated <u>January 13, 2021</u> RFP for Furnishing: <u>RFP# 41122030 BACKFLOW ASSEMBLY MANAGEMENT SOFTWARE</u> To Be Opened: <u>February 4, 2021 @ 4:00 PM</u> SUBJECT: <u>ADDENDUM NO. 1</u> <u>January 26, 2021</u></p> <p>1) The due date and time for Proposal submissions and public opening has been extended to February 4, 2021 at 4:00 PM EST. PROPOSAL DUE DATE AND PUBLIC OPENING February 4, 2021 @ 4:00 PM (EST) Please join my meeting from your computer, tablet or smartphone. https://us02.zoom.us/j/82521382312 You can also dial in using your phone. United States +1 (825) 213-8231 Access Code: 751-113-997</p> <p>2) SECTION 10 - CONTENT OF PROPOSALS, Subsection 10.2, Subsection 4 - Scope of Work, has been changed to read as follows: * Section 4. Statement of Work. Include all the requirements and/or documentation requested under SECTION 4 - STATEMENT OF WORK - BACKFLOW DEVICE TESTING, including ATTACHMENT D, BACKFLOW ASSEMBLY MANAGEMENT SOFTWARE - FUNCTIONAL REQUIREMENTS.</p> <p>3) Remove ATTACHMENT A - PROPOSAL SUBMITTAL CHECK LIST and replace with revised, attached ATTACHMENT A - PROPOSAL SUBMITTAL CHECK LIST marked as "ADDENDUM NO. 1".</p> <p>FOR INFORMATIONAL PURPOSES ONLY: The City received the following questions prior to and after the pre-bid meeting. The questions and answers are in no particular order: Q1. Does the customer always enter the test results, or could it be the tester, or even a City of Tampa employee entering the test results in some cases? A1. It will be either the test or City of Tampa employee. So far, we have about 30% entered by testers via portal and the rest by city employee. Q2. If a tester/customer have opted on the test results being submitted by vendor? If not, what is the expected result?</p> <p>lampagov.net</p>	<p>assemblies are due for that month, which normally include about several hundred customers. Most customers will comply after receiving the 30-day letter. So, the number of customers requiring 14-day notification should be a lot less.</p> <p>Q23. Section 4.4.2.3 Environment maintenance and support strategy and supporting processes. Is the City asking us to explain how maintenance is performed on the software? A23. Please provide explanation of how maintenance is performed on software and server environment (updates, patches, new servers, etc.) and support is provided.</p> <p>Acknowledgment of this Addendum is required if a proposal is being submitted. Refer to the RFP package under Section 10, Contents of Proposals, Subsection 10.2, Subsection 1. Addenda.</p> <p>Sincerely,  Gregory K. Spearman, CPO Director of Purchasing</p>
<p>...</p>	

 <p>City of Tampa Jane Castor, Mayor</p> <p>Purchasing Department Gregory K. Spearman, CPO, Director 306 E. Jackson Street, 2E Tampa, Florida 33602 Office (813) 274-8351 Fax: (813) 274-8355</p> <p>ALL FIRMS ON BID LIST RFP: City of Tampa RFP, dated <u>January 13, 2021</u> RFP for Furnishing: <u>RFP# 41122030 BACKFLOW ASSEMBLY MANAGEMENT SOFTWARE</u> To Be Opened: <u>February 4, 2021 @ 4:00 PM</u> SUBJECT: <u>ADDENDUM NO. 1</u> <u>January 26, 2021</u></p> <p>FOR INFORMATIONAL PURPOSES ONLY: The City received the following questions prior to and after the pre-bid meeting. The questions and answers are in no particular order: Q1. I am contacting you regarding your recent RFP for Backflow Testing Software. I am hoping to contact someone at Cayenta to establish parameters for the data interface between our systems, but am having some difficulty getting a reply. Do you or someone in your IT department have someone at Cayenta we can contact to discuss technical details? Or perhaps someone in your IT department has this information/documentation? I appreciate your assistance in this matter. A1. The Cayenta backflow interface is a scheduled, flat file extract from Cayenta. This file is used to update data in the backflow software such as: address, customer data, backflow device data. Q2. Regarding Section 3, 2nd bullet point and references to Attachment D, GF-03, DM-01, and DM-07 - "Produce and issue annual test due notifications with capability to customize the generated mails." Is it expected that the awarded vendor is responsible for generating and mailing the notices on behalf of the City of Tampa? Or is it expected that the system to simply be able to generate the notices and/or mailing lists and the City of Tampa is responsible for mailing the notices? A2. It is expected that the system is equipped to generate the notices and/or mailing lists and the City of Tampa is responsible for mailing the notices?</p> <p>Acknowledgment of this Addendum is required if a proposal is being submitted. Refer to the RFP package under Section 10, Contents of Proposals, Subsection 10.2, Subsection 1. Addenda.</p> <p>Sincerely,  Gregory K. Spearman, CPO Director of Purchasing</p> <p>lampagov.net</p>	 <p>City of Tampa Jane Castor, Mayor</p> <p>Purchasing Department Gregory K. Spearman, CPO, Director 306 E. Jackson Street, 2E Tampa, Florida 33602 Office (813) 274-8351 Fax: (813) 274-8355</p> <p>ALL FIRMS ON BID LIST RFP: City of Tampa RFP, dated <u>January 13, 2021</u> RFP for Furnishing: <u>RFP# 41122030 BACKFLOW ASSEMBLY MANAGEMENT SOFTWARE</u> To Be Opened: <u>February 4, 2021 @ 4:00 PM</u> SUBJECT: <u>ADDENDUM NO. 1</u> <u>February 1, 2021</u></p> <p>1) The due date and time for Proposal submissions and public opening has been extended to February 11, 2021 at 4:00 PM EST. PROPOSAL DUE DATE AND PUBLIC OPENING February 11, 2021 @ 4:00 PM (EST) Please join my meeting from your computer, tablet or smartphone. https://us02.zoom.us/j/82521382312 You can also dial in using your phone.</p> <p>FOR INFORMATIONAL PURPOSES ONLY: The City received the following question after the pre-bid meeting: Q1. Section 4. Statement of Work - are proposers expected to reply to each sub item or is this just informational and we should only comment if we have exceptions? If required, can we submit a draft SOW to address each need identified? A1. The Statement of Work section is informational. Please comment if you have exceptions to any of these items. You can submit a SOW draft to address each item identified.</p> <p>Acknowledgment of this Addendum is required if a proposal is being submitted. Refer to the RFP package under Section 10, Contents of Proposals, Subsection 10.2, Subsection 1. Addenda.</p> <p>Sincerely,  Gregory K. Spearman, CPO Director of Purchasing</p> <p>lampagov.net</p>
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SECTION 2 - FLORIDA PUBLIC RECORD LAW

SwiftComply acknowledges and understand the Florida Public Records Law including requirements from General Information, Section 8.4.



Olivier Terrien ,
Vice President, SwiftComply



Swibiz.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

- PRIVATE & CONFIDENTIAL -

SECTION 3 - RESPONSE TO PROPOSAL

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 Tampa includes a flexible, user-friendly and highly configurable online customer management database that enables real-time compliance tracking of customers, contacts, backflow assemblies, inspections 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

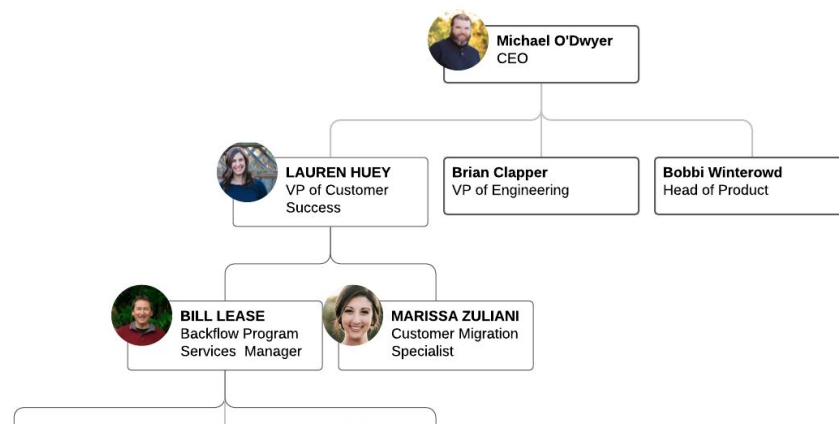
SwiftComply was established in 2016 by its founder and CEO, Michael O'Dwyer. As a water & wastewater engineer at Dublin City Council (Ireland), Michael saw first hand how manual, paper-based and inefficient compliance programs can be. He created SwiftComply to fix this problem with modern, collaborative 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. We also have integrated over 100 Utility Billing Systems.

SwiftComply's main office is located in Pleasanton, CA and our customer service teams are located in Portland, OR and Ann Arbor, MI. The main customer service functions for this project will be delivered from those offices, with standard hours of operation from 7.00am-7pm EST daily and emergency technical assistance available 24/7.

Project Team

SwiftComply boasts an experienced and highly qualified project team to deliver this project through implementation and execution. Our customer success 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 Marissa Zuliani, who specializes in customer migrations & data conversion. Post-implementation, Bill Lease will be responsible for ongoing support. Bill has over 20 years experience in supporting backflow programs. Bill will be supported by two customer support specialists, Zach Lehrer and Ally Leak, who provide front line support to the City staff, testers and customers. All of them are currently employees of SwiftComply.



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 Tampa’s requirements, and a commercial proposition that exceeds expectations. By choosing SwiftComply, the City will engage a low-risk, high-impact solution that will ensure a successful backflow program for many years to come. We confirm hereby that the general liability insurance, workers’ compensation, and professional liability insurance will be provided within ten days of the Contract Award. We are also cognizant of, comply with, and enforce all applicable Federal, State, and local laws, regulations, and ordinances. The project delivery section details our methodology for handling errors and omissions in the materials developed as part of this Project.

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 Tampa and look forward to hearing from you in the near future.

Company Profile

Name	SwiftComply US Opco, Inc
Primary Business Address	6701 Koll Center Parkway Suite 250, Pleasanton, CA 94566
Phone	1-480-490-5259
Email	hello@swiftcomply.com
Website	https://www.swiftcomply.com/
Form of business	C-Corporation
State of Incorporation	Delaware
Date of Incorporation	May 2017
Commitment to conservation	SwiftComply Environmental Policy Statement
Minority/Women (M/WBE)	SwiftComply Compliant Memorandum
Number of Customers	400+
Employees	30 FTE 6 managers 7 R&D 4 Business Development 12 customer operations and support
Contact Person	Olivier Terrien - olivier.terrien@swiftcomply.com
Software solution	Software as a Service, cloud based, accessible 24/7 via web browser, unlimited users, automatic updates & upgrades.

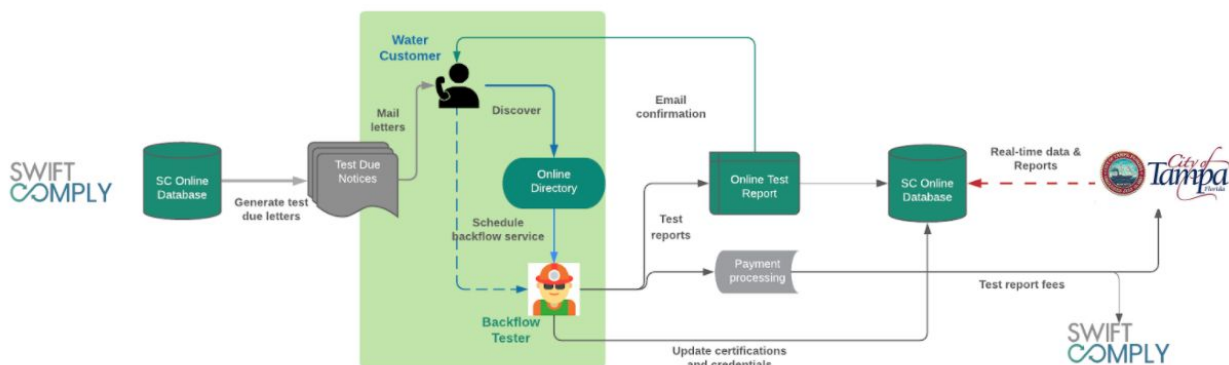
SwiftComply's team leverages 30 years of experience in cross connection survey, inspections, and backflow prevention management. We currently serve over 400 customers across our SwiftComply and XC2 products, **including 20 municipalities in the state of Florida**. Cumulatively, our customers track over 1.5 million backflow assemblies using SwiftComply products. **We have integrated over 100 Customer Care & Billing Systems including Cayenta Utility Billing System.**

Approach to Scope of Work

Commercial backflow prevention assemblies need to be tested annually as required by the State of Florida's 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.

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 Tampa.

Unique Benefits

SwiftComply Advantage	Stakeholders Benefits	Other Solutions
Complete Data Access, Ownership & Management for city staff .	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>
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>
Integration with GIS, Workforce Management and Billing systems.	Better City staff collaboration. More done with less time.	<i>Siloed solution.</i>
Payments transparency and audit.	We provide the City users access to our payments system, providing full transparency over the payment process.	<i>Limited visibility and reports.</i>
Online Directory and Marketplace for water customers .	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 testers .	Connect with customers, benefit from improved exposure and customer satisfaction reviews.	<i>Alphabetical list with limited content.</i>

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Solution 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.

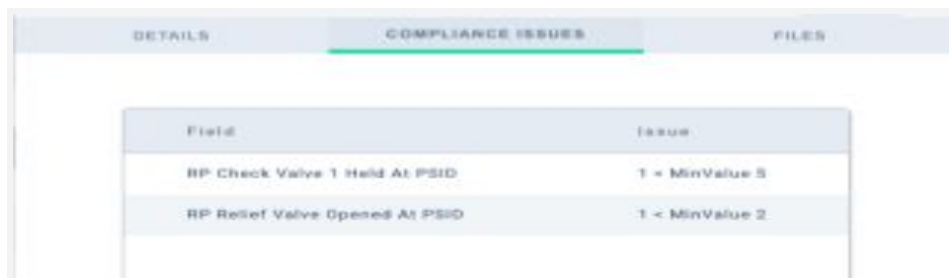
The dashboard (right) can be configured based on user preferences, allowing different city users to focus on different areas and priorities.



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

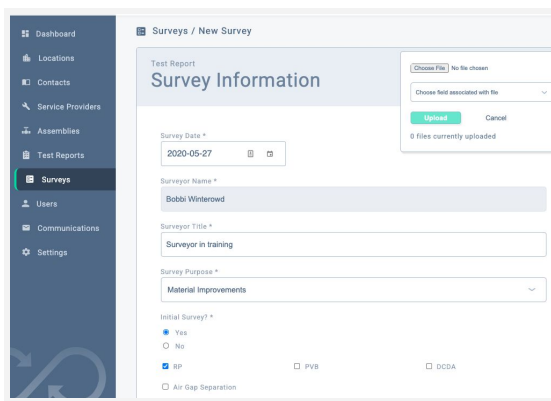
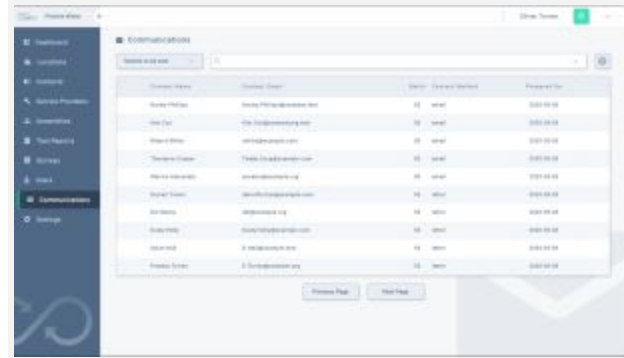
One such example of this (left) illustrates an approval process for backflow test reports. With this review process, city users have the ability to accept, reject or send back a submitted backflow test report.

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



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.



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 report is included (right).

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

Part 4A: Backflow Preventer Inventory and Testing Data During Year 2019

Printed: November 24, 2019

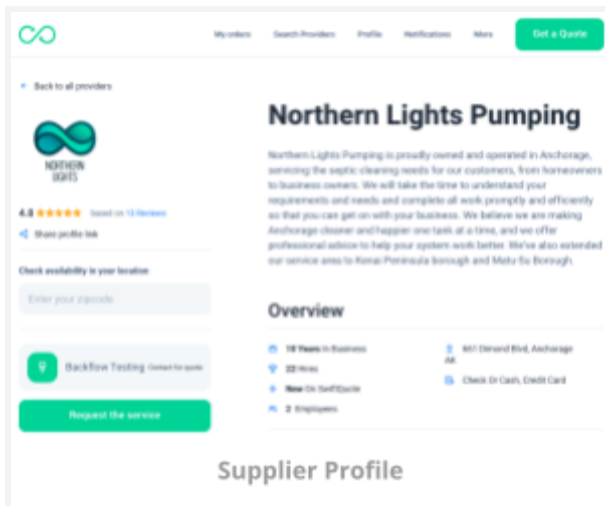
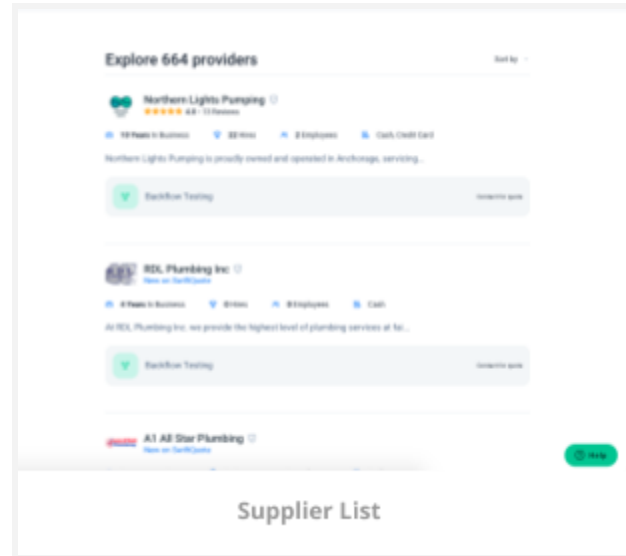
Backflow Preventer Category and Inspection/Testing Information	Air Gap	RPBA	RPDA	DCVA	DCDA	PVBA	SVBA	AVB	Total
Premises Isolation, including preventers isolating PWS-owned facilities. If In-Premises Protection preventers are also included, check here: ...									
<i>Rows 1 - 3 pertain ONLY to Premises Isolation preventers in service at beginning of 2019</i>									
1 In service at beginning of 2019	5	1,303	7	3,336	113	1	2	0	4,767
2 Inspected and/or tested in 2019	0	0	0	0	0	0	0	0	0
3 Failed inspection or test in 2019	0	0	0	0	0	0	0	0	0
<i>Rows 4 - 6 pertain ONLY to NEW Premises Isolation preventers installed during 2019</i>									
4 New preventers installed in 2019	0	0	0	0	0	0	0	0	0
5 Inspected and/or tested in 2019	0	0	0	0	0	0	0	0	0
6 Failed inspection or test in 2019	0	0	0	0	0	0	0	0	0
7 Preventers taken out of service in 2019	0	0	0	0	0	0	0	0	0
Premises Isolation Total at end of 2019	5	1,303	7	3,336	113	1	2	0	4,767
In-Premises Protection (Fixture Protection or Area Isolation), including preventers within PWS-owned facilities.									
<i>Rows 8 - 10 pertain ONLY to In-Premises Protection preventers in service at beginning of 2019</i>									
8 In service at beginning of 2019	155	12,896	10	8,979	209	271	58	0	22,578
9 Inspected and/or tested in 2019	0	0	0	0	0	0	0	0	0
10 Failed inspection or test in 2019	0	0	0	0	0	0	0	0	0
<i>Rows 11 - 13 pertain ONLY to NEW In-Premises Protection preventers installed during 2019</i>									
11 New preventers installed in 2019	0	0	0	1	0	0	0	0	1
12 Inspected and/or tested in 2019	0	0	0	0	0	0	0	0	0
13 Failed inspection or test in 2019	0	0	0	0	0	0	0	0	0
14 Preventers taken out of service in 2019	0	0	0	0	0	0	0	0	0
In-Premises Isolation Total at end of 2019	155	12,896	10	8,980	209	271	58	0	22,579
Grand Total at end of 2019	160	14,199	17	12,316	322	272	60	0	27,346

SwiftComply Screenshot 42 - Sample Ad-hoc report

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.



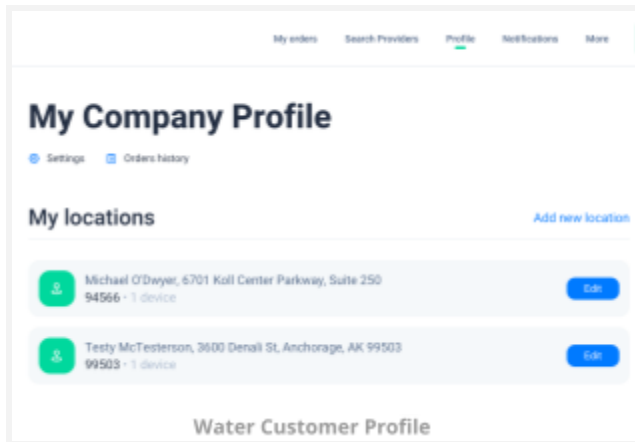
Suppliers (backflow testers) can showcase their business, experience and qualifications in an online profile.

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.





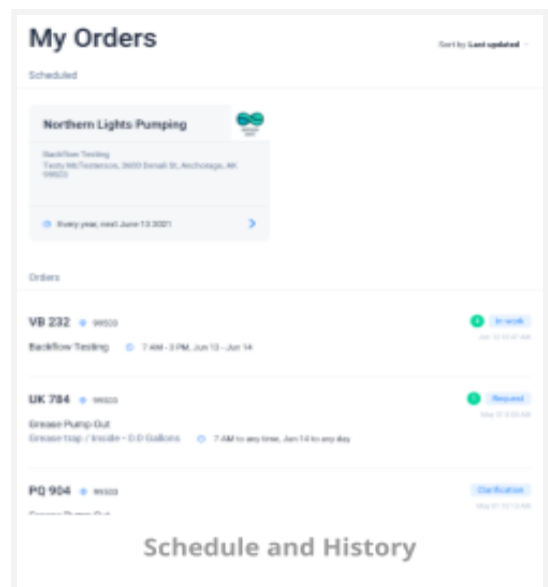
Water customers also have access to a secure online profile where they can manage multiple locations and devices, and view their compliance history, including previous test reports.

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.

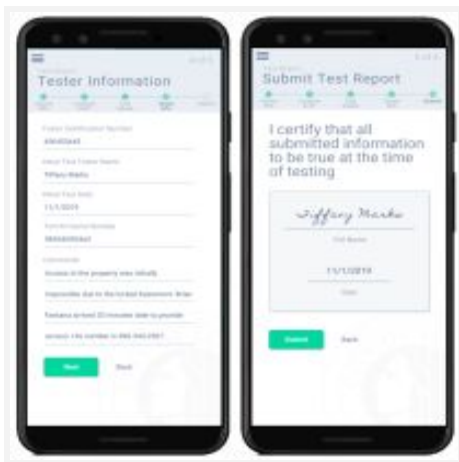
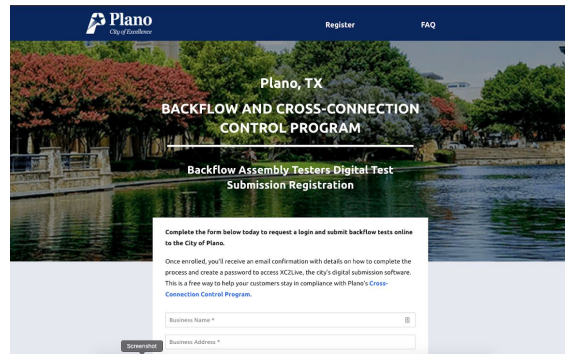


SwiftComply can uniquely address the different preferences of water customers and offer them to choose from a fully digitized process to a manual process. We believe this will raise the bar of customer satisfaction.

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/CITY/>

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	ZW25590	Mailcoff II	9044 S I
Accepted	Fail RP	856402	Quality Surface of Metro Snoqualamish	7359 W
Accepted	Pass RP	592168	Metro Dishwasher	3557 W
Accepted	Pass RP	551097	Ollie's Roundup	9451 S I
Accepted	Pass RP	2000816	North Star Liquor	7698 E I
Accepted	Pass RP	JL31615	R L Plimpton Assoc Inc	7480 N
In Progress	? RP	111819	New Again Auto Re-Con Systems	881 S F I
Accepted	Pass RP	QL18881	National Lender Services Inc	5450 N
Accepted	Fail RP	RF40595	Midwest Sales CO	4557 S I
Accepted	Pass RP	2000816	North Star Liquor	7698 E I

Further information is available by watching the six minutes Sneak Peeks [video](#) and/or a thirty minutes solution overview [video](#).

SECTION 4 - STATEMENT OF WORK

SwiftComply Backflow solution is 100% compliant with the City’s requirements and the details are included in the tables below.

The software solution is 100% hosted in the cloud, web based and accessible via any internet connected devices. System architecture and technical information are detailed in the Annexes, **page 28**. The detailed operational plan and delivery plan are described **page 58**.

Functional Category: Business Requirements			
GF-01	GF-01 Can be shared by multiple agencies with secured credentials from within and outside COT network	SF	
GF-02	GF-02 Ability to adjust terminology to naming conventions of the City of Tampa	SF	
GF-03	GF-03 Ability to create mailing list extracts for customers based on a variety of selectable criteria	SF	
GF-04	GF-04 Ability to create custom asset attributes, statuses, condition codes and archive assets	SF	
GF-05	GF-05 Ability to add attachments to assets (Word, Excel, Bitmap, JPEG, PNG, PDF, etc)	SF	
GF-06	GF-06 Ability to manage inventory of assets	SF	
GF-07	GF-07 Ability to designate mandatory fields	SF	
Functional Category: Document Management			
DM-01	DM-01 Ability to send customer reminders	SF	
DM-02	DM-02 Ability to add, modify, delete and lookup contact information	SF	
DM-03	DM-03 Ability to categorize name and company	SF	
DM-04	DM-04 Ability to consolidate contact information to remove duplicate names	SF	Our solution provides a real-time duplicates checker
DM-05	DM-05 Ability to generate a list for a mailing or any other purpose based on one or more name and address categories or by selecting names in any order or grouping	SF	
DM-07	DM-06 Ability to accommodate international and multilingual addresses	SF	
DM-08	DM-07 Ability to select letters to send to the client	SF	
Functional Category: Reports			
RP-01	RP-01 Ability to create and update user-defined reports and email confirmations	SF	
RP-02	RP-02 Ability to configure reports such as report titles, selection criteria, sort criteria, report description and items listed per page	SF	
RP-03	RP-03 Provide a report wizard to assist in customizing predefined reports	SF	

RP-04	RP-04 Ability to export to other formats such as csv file, Word, Excel and/or PDF formats	SF	.CSV for reports, PDF for Notices.
RP-05	RP-05 Provide Ad hoc report capability with customized layouts and customized filtering options	SF	
RP-06	RP-06 Ability to produce a variety of standard productivity reports	SF	
Non-Functional			
	Availability		
NF-01	NF-01 Provide availability and support for weekday and weekend Agreed Service Times (AST), specifically at 99% from 6 AM to 6 PM EST and 97% from 6 PM to 12 AM EST measured weekly	SF	
NF-02	NF-02 Provide the ability to produce documentation for any specific downtime requirements of the application	SF	
NF-03	NF-03 Provide a minimum 48 hour advance notice for any planned outage not part of an application upgrade	SF	
NF-04	NF-04 Provide the ability to produce a documented backup plan for times when the hosted system is not available	SF	Excel or Paper
	Efficiency (Performance)		
NF-05	NF-05 Provide the ability to identify and document minimum requirements for PCs to ensure proper functioning of hosted application and equipment, including but not limited to bandwidth, latency, network connections speed, browser version	SF	
	Flexibility		
NF-06	NF-06 Provide the ability to implement future enhancements	SF	Automated regular updates
	Integrity (Security)		
NF-07	NF-07 Provide the ability to fully support SSL, S-HTTPS secure encryption	SF	
NF-08	NF-08 Provide the ability to protect the authenticity of communications sessions	SF	
NF-09	NF-09 Provide the ability to support industry acceptable security controls of Internet, Extranet and Intranet enabled applications	SF	
NF-10	NF-10 Provide the ability to support industry acceptable Wireless Security protocols	SF	
NF-11	NF-11 Provide the ability to support the use of standard PKI technology to control access to sensitive data over the Internet	SF	
NF-12	NF-12 Provide the ability to establish system-level security (i.e., operating system) for activities including but not limited to report writer, exporting, retrieval and system Utilities	SF	
NF-13	NF-13 Provide the ability to establish role-level security, controls and associated segregation of duties for activities including but not limited to report writer, exporting, retrieval and system utilities	SF	
NF-14	NF-14 Provide the ability to establish function-level (read only, add, modify, delete) security for activities including but not limited to report writer, exporting, retrieval and system utilities	SF	
NF-15	NF-15 Provide the ability to establish user-level security for activities including but not limited to report writer, exporting, retrieval and system utilities	SF	

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NF-16	NF-16 Provide the ability to establish application/module - level security for activities including but not limited to report writer, exporting, retrieval and system utilities	SF	
NF-17	NF-17 Provide the ability to create a unique, named profile for each individual user. This profile must specifically detail the access rights and security privileges as defined by the system administrator	SF	
NF-18	NF-18 Provide the ability for an administrator to review and modify user security and access profile information using online screens with immediate profile update	SF	
NF-19	NF-19 Provide the ability to track history of security access for an employee when changes are made to an employee's security profile and password including but not limited to user name, date and time stamp	SF	
NF-20	NF-20 Provide the ability for secured access to data using encrypted password protection and multi-level access control	SF	
NF-21	NF-21 Provide the ability for staff to have a secured login and password	SF	
NF-22	NF-22 Provide the ability for customers to have a secured login and password for transactions including but not limited to viewing reports and submitting reports	SF	
NF-23	NF-23 Provide the ability to inhibit display or printing of passwords whenever a user is prompted to enter a password	SF	
NF-24	NF-24 Provide the ability to transmit password information using secure protocols/algorithms	SF	
NF-25	NF-25 Provide the ability to require users to periodically change their passwords based on business parameter(s)	MD	NIST no longer recommends forced password rotation so that is what we go by
NF-26	NF-26 Provide the ability to setup password parameters that allow users to change passwords if the access password is correct	SF	
NF-27	NF-27 Provide the ability to set up temporary passwords to terminate after a time period based on business criteria	SF	
NF-28	NF-28 Provide the ability to setup password parameters that enforce strong passwords including but not limited to minimum length, complexity, administrator defined expiration dates	SF	
NF-29	NF-29 Provide the ability to automatically lockout an account once a pre-defined threshold is exceeded after a number of invalid logon attempts	SF	
NF-30	NF-30 Provide the ability for the administrator to inactivate or revoke user access	SF	
NF-31	NF-31 Provide the ability to detect and protect against unauthorized changes to software or information	SF	
NF-32	NF-32 Provide the ability to identify and handle error conditions without providing information that could be exploited	SF	
NF-33	NF-33 Provide documented processes for security incident handling of patches or fixes for known security or system vulnerabilities	SF	
NF-34	NF-34 Provide the ability for an administrator to view all users that are currently logged in	MD	
NF-35	NF-35 Provide the ability for a security administrator to suspend or deactivate all access when a user is terminated without affecting application functions and history when a user is terminated	SF	

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NF-36	NF-36 Provide the ability to build and maintain an audit trail and log of direct additions, changes, or deletions to application-maintained data	SF	
NF-37	NF-37 Provide the ability to produce an audit trail with information including but not limited to user name, date, timestamp, transaction	SF	
NF-38	NF-38 Provide the ability to accommodate audits and vulnerability scans onsite and offsite(remotely) of the application infrastructure to ensure compliance with the City's Policy and Security Standards	SF	
NF-39	NF-39 Provide the ability to immediately disable all or part of the functionality to the application should a security issue be identified	SF	
NF-40	NF-40 Provide the ability to deploy appropriate firewalling technology and protect/authenticate the traffic using cryptographic technology	NA	Not sure this is applicable to our SaaS solution
NF-41	NF-41 Provide logging and monitoring for malicious activity. No self-signed SSL certificates can be used	SF	
NF-42	NF-42 Provide the ability to utilize any of the following cryptographic technologies IPSec, SSH/SCP, PGP	SF	
NF-43	NF-43 Provide the ability to utilize encryption algorithms of sufficient strength to equate to 168-bit TripleDES	SF	
	Interoperability	SF	
NF-44	NF-44 Provide the ability to export data in multiple formats including but not limited to Microsoft Excel and CSV	SF	
NF-45	NF-45 Provide the ability to import and export information in a standard format such as fixed field length, comma separated, or xml for items including but not limited to citations, billing fixed field length, comma separated, or xml for items including but not limited to citations, billing	SF	
NF-46	NF-46 Provide the ability to support data conversion tools	SF	via API
NF-47	NF-47 Provide the ability to convert current and historical data	SF	
NF-48	NF-48 Provide the ability to support a central database as the primary system of record	SF	
NF-49	NF-49 Provide the ability to adhere to rules used to enforce and maintain data and referential integrity	SF	
NF-50	NF-50 Provide the ability to not leave the database in a state that violates any integrity rules	SF	
	Robustness (Fault Tolerance)	SF	
NF-51	NF-51 Provide the ability to perform a fully synchronized backup and recovery with a welldefined and documented disaster recovery plan	SF	
NF-52	NF-52 Provide the ability to employ common error handling routines and present error messages that allow the user to report problems	SF	
	Usability		
NF-53	NF-53 Provide the ability to build reusable queries to be shared by users of the system	SF	
NF-54	NF-54 Provide the ability for customers to easily access their accounts online via a secure login	SF	
	Maintainability		
NF-55	NF-55 Provide the ability to manage and maintain support services such as database administration, disaster recovery, and roll back recovery	SF	

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NF-56	NF-56 Provide the ability to supply a single point of contact for all support	SF	
NF-57	NF-57 Provide the ability for total support of the hardware and software under a single comprehensive maintenance and support program	SF	
NF-58	NF-58 Provide the ability to perform regular maintenance based on vendor-developed and scheduled software releases	SF	
NF-59	NF-59 Provide the ability to schedule and support new releases of software	SF	
NF-60	NF-60 Provide the ability to retain customizations across upgrades to new versions of the software	SF	
NF-61	NF-61 Provide the ability to display a Downtime page that clearly communicates that the system is currently down and details the methods customers can use to communicate with TCC	SF	
NF-62	NF-62 Provide the ability to identify and document procedures for scheduled and unscheduled downtime	SF	
	Testability		
NF-63	NF-63 Testing is completed via use case and is considered successful once all conditions are successfully met and the City signs off on acceptance test results	SF	
NF-64	NF-64 The format and content of messages, notifications, letters via email and post mail is part of user testing and subject to approval signoff before system implementation	SF	
NF-65	NF-65 Enhancements, patches, new products and upgrades are tested and approved before installation in production	SF	
	External Interfaces - User Interfaces		
NF-66	NF-66 Provide the ability to process all screens, reports and transactions through a web browser via PC or other device	SF	
NF-67	NF-67 All hardware and software must be fully compatible with Windows 10	SF	
NF-68	NF-68 All browser-based software must be compatible with Internet Explorer 11 or higher	SF	Chrome and Firefox are recommended
	Reports		
NF-69	NF-69 Ability to create reports using an easy to use reporting module that requires no use of coding or SQL knowledge	SF	
NF-70	NF-70 Provide the ability to support a variety of report-writer tools such as crystal reports	SF	RESTful API available
NF-71	NF-71 Provide the ability to utilize a variety of report formats including but not limited to .pdf, xml	SF	
NF-72	NF-72 Provide the ability to view current and retained reports	SF	
NF-73	NF-73 Provide the ability to create and save custom queries	SF	
NF-74	NF-74 Provide the ability to create and save ad hoc reports and templates	SF	
	External Interfaces - Hardware Interfaces		
NF-75	NF-75 Provide the ability to deliver, install, and integrate the necessary hardware and software components with the proposed hosted system to achieve a fully functional system	SF	
NF-76	NF-76 Provide the ability to print on industry-standard printers	SF	
	External Interfaces - Software Interfaces		

NF-77	NF-77 Provide the ability to allow remote access via the web for users outside of the COT internal network	SF	
NF-78	NF-78 Provide the ability to interface with other City systems including but not limited to Cayenta Utility Billing System	SF	
NF-79	NF-79 Provide the ability to support real-time, on demand and scheduled interface requests	SF	
	Misc. Requirements - Documentation Requirements		
NF-80	NF-80 Provide complete system and user documentation including any customization and interfaces	SF	
	Misc. Requirements - Applicable Standards		
NF-81	NF-81 Provide the ability to follow the W3C's (World Wide Web Consortium) Web Accessibility Initiative	SF	
	Misc. Requirements - Installation and Deployment		
NF-82	NF-82 Provide services and support including but not limited to help, consult, train, install, configure and oversee the system deployment process in partnership with the City	SF	
NF-83	NF-83 Provide software related support during and after implementation	SF	
NF-84	NF-84 Provide the appropriate deployment assistance to ensure that new hardware is properly implemented including but not limited to handheld devices and printers	SF	
NF-85	NF-85 Provide the ability to supply initial training with on-site and/or web-based options	SF	
NF-86	NF-86 Provide the ability to supply continuing training with on-site and/or web-based options	SF	
NF-87	NF-87 Data from current Alexander Tokay system shall be migrated into the new system	SF	

SECTION 5 - REFERENCES

1. **JEA - Jacksonville, Florida** - Approximately 32,000 Backflow Assemblies (Commercial) - Since 2012. David Kaplan, CCC Coordinator/Env. Scientist Sr. kapldj@jea.com, (904) 940-6515
2. **City of Bellevue, Washington** - Approximately 18,000 Assemblies - Since 2016. John Sizemore, Regulatory Compliance Supervisor, jsizemore@bellevuewa.gov, (425) 452-2030
3. **Fountain Valley, California** - Approximately 1,800 Backflow Assemblies - Since 1999. Kevin Deason, Water Quality, kevin.deason@fountainvalley.org, (714) 593-4624

SECTION 6 - GENERAL STATEMENT OF EXPERIENCE

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 our software products. For some customers like Houston in Texas we also provide professional services alongside the software for a comprehensive backflow program management. Our customers manage from 600 to over 60,000 backflow assemblies each.

PROJECT SUMMARY	
Customer	City of Houston, FL
# of Backflows	42,000+
Customer Since	2009 [<i>Online test entry since July 2019</i>]
Project Scope	<p>The scope for this project is identical to Tampa’s requirements as outlined in the RFP. Some of the main similarities include:</p> <ul style="list-style-type: none"> ● Provision of a database of facilities, backflow assemblies, surveys and test reports. ● 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. ● Maintain a record of all notifications sent in the backflow database. ● Management and hosting of an online website for backflow test entry by the certified backflow tester, with automatic verification of passing/failing tests.

	<ul style="list-style-type: none"> • Provision of an online application for backflow testers to manage and update test kit calibrations, tester certifications and view a history of tests entered. • Maintenance of a PCI-compliant online payments system to facilitate the collection of test reporting fees from backflow testers by credit card. • Provision of real-time updates to records, including submitted backflow tests, in the City database. • Provision of an online directory with all current active, certified testers. • Provision of a customer code for each water customer to securely access their unique record. • Provision of customer support helpline (phone and online) for water customers and backflow testers. Maintain an online FAQ for customers.
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SwiftComply staff and management will be directly involved in the implementation and operational transition for this project. The key personnel relevant information are detailed below:

Name, Title	Lauren Huey, VP of Customer Success
Participation in this project	Lauren will oversee project implementation and collaboration with the City. Her duties include developing a project plan, system configuration, data migration and training.
Experience, Skills & Knowledge	<p>Personally managed 50+ similar projects over the past 2 years.</p> <p>Leads team of account managers, implementation managers, water customer/tester support and technical support.</p> <p>Previously in operation management roles in the hospitality business (UberEats, Kimpton Hotel Group, Marriott)</p> <p>Virginia Polytechnic Institute, Bachelor of Science.</p>
Name, Title	Marissa Zuliani, Implementation/Migration Manager
Participation in this project	Implementation Manager in charge of all the system set-up & data integration. She will be the primary interface between the City project team and SwiftComply engineering team.
Experience, Skills & Knowledge	<p>Customer success manager in cloud based software.</p> <p>Specializes in data conversion and integration.</p> <p>University of British Columbia, Bachelor's Degree</p>

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Name, Title	Bill Lease, Backflow Program Services Manager
Participation in this project	Bill oversees the business services after the software solution is implemented. Bill will be supported by two customer support specialists who provide front line support to testers and customers; and one administrative support to the project team.
Experience, Skills & Knowledge	Bill has been leading the customer support team at XC2 software for over 19 years and has a deep knowledge and experience of all things related to cross connection control. Bill is beloved by our customer base and is known for providing exceptional support to users of all levels.
Name, Title	Brian Clapper, VP of Engineering
Participation in this project	Brian will oversee the data integration with City; and his team will support the data conversion and technical configuration.
Experience, Skills & Knowledge	Lead the development team of SwiftComply's software solutions. Over 15 years of software engineering and operations management, in web applications, security and monitoring of IoT and IT infrastructure, analytics platform. Penn State, Bachelor of Science, Computer Science.
Name, Title	Bobbi Winterowd, Head of Product
Participation in this project	Product management - ensuring SwiftComply satisfies City's current and future expectations
Experience, Skills & Knowledge	Technical Program/Project Manager with a proven track record of leading projects to a successful completion. SwiftComply (current) Comcast (Program Manager) - 5 years Lockheed Martin (Project Engineer) - 10 years University of Colorado - Bachelor's in Business Administration Regis University - Masters in Information Systems

Name, Title	Mick O'Dwyer, CEO
Participation in this project	Executive Oversight & Project Governance
Experience, Skills & Knowledge	Founder and CEO of SwiftComply. Led acquisition of XC2 Software Inc in 2019 Managing Director of Evolution Environmental Services, Ireland (4 years) Wastewater Engineer for the City of Dublin, Ireland (8 years) Post-graduate Diploma (level 9) qualifications in Project Management (2007), Environmental Engineering (2008) and Health & Safety (2010) University College Dublin - Bachelor of Engineering ('04), Executive MBA (2015)

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SECTION 7 - OPERATIONAL PLAN and Project Delivery

SwiftComply provides a seamless transition plan that includes a dedicated project team to ensure quality control and project success. Our project governance approach is centered around communication, transparency and risk management, and includes the following key elements:

Communications

SwiftComply will produce 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 the City will schedule regular status meetings to ensure proper communication.

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

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

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

Issue Management

Issues requiring the City's attention will be documented in the bi-weekly status report. The City 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 City 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.

The City will drive the process for all Change Requests:

- If SwiftComply identifies a change, it must be clearly documented in the bi-weekly status report.
- City will complete a Change Request identifying the change required.
- SwiftComply will then provide estimates for the change (if applicable)
- City 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 & City
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 the City IT team	Low	In the absence of City 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 City's IT assistance. The project managers will ensure that all parties know the impact to the schedule due to resource vacations.	Both SwiftComply & City
SwiftComply software malfunction	Low	If the tools and Software used by SwiftComply provide inaccurate information, SwiftComply will fix the software and redo the activities at no additional cost to the City	SwiftComply

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SwiftComply failure to meet City requirements	High	The City will review the performance of SwiftComply throughout the project and determine what mitigation strategies would be put into effect.	SwiftComply
-----------------------------------------------	------	-----------------------------------------------------------------------------------------------------------------------------------------------	-------------

City Responsibilities

City Responsibility	Potential Impact to project
City 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
City will provide access to the appropriate personnel (management, technical, subject matter expertise, etc.) necessary to fulfill the contract requirements as needed.	Impact to schedule
City will provide appropriate procedures, guidelines, standards, reference materials, and system/application documentation as needed.	Impact to schedule

Operations and Maintenance

Customer Service for the City is 24/7 and detailed in the SLA in Section VII.

When you sign up to work with SwiftComply, we will assign you a dedicated customer success manager (CSM). Your success manager works as an extension of your team, analyzing your underlying data to provide tailored advice and help you optimize and innovate. Your CSM will be on hand to help you work through the program lifecycle. They will also empower you to track and measure your progress against your program objectives. CSM documents your successes and shares your feedback with our product development team. Your success manager will be in touch to review your performance and system usage periodically, with at least a quarterly business review. During those reviews, we look at past performance and KPIs attainment, adjust KPIs to meet the City’s operational and business goals; as well as share the updated 3-6-12 months roadmap. We expect to have at least a City representative from operations, IT and contract.

For our Software Development and Maintenance, Modified Agile would be the best description, with continuous delivery. Applications are scanned regularly with OWASP’s ZAP to detect potential weaknesses. These are recorded and investigated to verify if we are in fact susceptible or if it is a false positive. We review new software updates and system libraries once a month to determine what is needed to be updated and when. We prefer to err on the side of caution with most patches,

where unless they fix an exploitable vulnerability, we give the patch time to be applied by others to assess its potential issues. At least monthly or ad hoc when new severe vulnerabilities are discovered.

Further technical details are described in our IT security document listed in Section VII.

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 the City 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 the City. This will include: Instructor-Led Training, Job-aids and e-learning

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.

City 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

Exit Strategy

When the City decides to terminate the agreement with SwiftComply, we will assign a migration manager to develop and agree a transition plan. We recommend having one single point of contact on the City's side who will interface and coordinate tasks with the other City staff (operations, IT, legal, others) and the new solution provider.

During the transition, we will make sure:

- 1- The City has access to and can retrieve all of its data stored in the database.
- 2- The City retrieves all the templates defined for the different forms.
- 3- We agree on a timeline to keep all the data and configuration during the transition to a maximum of 90 days after the contract expiration.
- 4- We proceed to the decommissioning of the City instance which includes the deletion of all data in our database, decommissioning of the API with City's third party software systems, all users access codes (City staff, Testers, Inspectors, Water customers), removal of testers registration page (after a redirect if required).
- 5- We confirm in writing that SwiftComply does not possess any electronic data owned by the City.

We expect the City to inform its staff users, service providers and water customers about the change and direction to access the new City's backflow management services.

Delivery Timeline

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 the City to meet your desired schedule for project completion.



Project Milestones

SwiftComply has identified the following major implementation milestones; assuming an approval by mid-March 2020.

Task Details	Owner	Start	Finish	Days	Progress	Status
Kick-Off Meeting	SC	3/15	3/15	1		
Milestone 1: Proof of Concept, Design, and Configuration						
Compatibility with City requirements (IT etc.)	SC	3/16	3/21	4		
Reports Configuration	SC	3/21	3/22	2		
Functional Requirements	SC	3/22	3/29	7		
Review business process Plows	T	3/23	3/24	2		
Identify business process reengineering tasks	SC	3/23	3/23	1		

Data conversion design	SC	3/29	3/5	7		
Configuration Review and Test	SC	3/29	3/5	7		
Approve configuration	T	4/5	4/11	5		
Milestone 2: User Acceptance Testing (UAT)						
Develop a test plan	SC	4/12	4/12	1		
Review UAT Scripts	T	4/13	4/14	2		
Install test and Set up TEST environment	SC	4/17	4/19	3		
Configure TEST environment per milestone 1	SC	4/17	4/19	3		
Train City users	SC	4/20	4/20	1		
Execute user acceptance test	SC	4/21	4/21	1		
Test Data conversion	SC	4/24	4/24	1		
Resolve testing exceptions	SC	4/25	4/26	2		
Milestone 3: Data Migrations /Conversion (execution)						
Write data migration programmatic scripts	SC	4/30	5/1	2		
Provide data migration plan	SC	5/1	5/1	1		
Migration of existing data	SC	5/1	5/4	4		
Test, adjust, retest as required	SC	5/7	5/9	3		
Milestone 4: Prod Environment setup and go live						
Configure Production (PROD) environment	SC	5/10	5/11	2		
Verify PROD environment setup and data migration	SC	5/14	5/17	4		
Final training review	T	5/18	5/18	1		
Go Live	SC	5/21	5/21	1		
Verify, test and sign off	T	5/21	5/23	3		
Milestone 6: Testers onboarding						
Outreach for water customers and testers	T	5/24	5/30	6		
Approve bespoke tester enrollment page	T	5/23	5/23	1		
Conduct virtual tester training sessions	SC	5/26	5/30	5		

Conclusion

We are confident to meet and exceed your expectations:

- 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.

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

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SECTION 8 - SUBCONTRACTING SUBMITTALS

SUB-CONTRACTING AND PAYMENT FORMS



Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Bid or Proposal Non-Responsive

Page 1 of 4 – DMI Solicited/Utilized Schedules
City of Tampa – Schedule of All Solicited Sub-(Contractors/Consultants/Suppliers)
(FORM MBD-10)

Contract No.: 21-P-00240 Contract Name: BACKFLOW ASSEMBLY MANAGEMENT SOFTWARE RFP #41012821
 Company Name: SwiftComply US OpCo Inc Address: Koll Center Pkwy Suite 250, Pleasanton, CA 94566
 Federal ID: 35-2594233 Phone: 480-490-5259 Fax: n/a Email: hello@swiftcomply.com

Check applicable box(es). Detailed Instructions for completing this form are on page 2 of 4.

No Firms were contacted or solicited for this contract.

No Firms were contacted because: _____

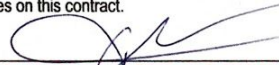
See attached list of additional Firms solicited and all supplemental information (List must comply to this form)

Note: Form MBD-10 must list ALL subcontractors solicited including Non-minority/small businesses

NIGP Code Categories: Buildings = 909, General = 912, Heavy = 913, Trades = 914, Architects = 906, Engineers & Surveyors = 925, Supplier = 912-77

S = SLBE W=WMBE O = Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade or Services NIGP Code (listed above)	Contact Method L=Letter F=Fax E=Email P=Phone	Quote or Response Received Y/N
46-1772296	SDTR Consulting LLC 4928 San Marino Cir - Lake Mary FL 32746 407-221-2138 - srichardson@sdtrconsulting.com	F BF BM	912-77	E	Y
20-5909230	Epic group llc 1511 E Slate Road 434, Suite 3033 Winter Springs, FL 32708 +1 (407) 381-3742 - carey@epicgrouppllc.com	M AF AM	912-77	E	N
L19000082761	MNM GLOBAL VENTURES LLC 7913 GARDEN DRIVE N, ST PETERSBURG, FL 33710 727-280-6531 - marisa@mnmglobalventures.com	F HF HM	912-77	E	N

It is hereby certified that the information provided is an accurate and true account of contacts and solicitations for sub-contracting opportunities on this contract.

Signed:  Name/Title: Olivier Terrien, VP Business Development Date: 02/08/2021

Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Bid or Proposal Non-Responsive
Forms must be included with Bid / Proposal

MBD 10 rev. J effective 02/2016



Page 2 of 4 – DMI Solicited/Utilized
Instructions for completing The Sub-(Contractors/Consultants/ Suppliers) Solicited Form
(Form MBD-10)

This form must be submitted with all bids or proposals. All subcontractors (regardless of ownership or size) solicited and subcontractors from whom unsolicited quotations were received must be included on this form. The instructions that follow correspond to the headings on the form required to be completed. **Note:** Ability or desire to self-perform all work shall not exempt the prime from Good Faith Efforts to achieve participation.

- **Contract No.** This is the number assigned by the City of Tampa for the bid or proposal.
- **Contract Name.** This is the name of the contract assigned by the City of Tampa for the bid or proposal.
- **Contractor Name.** The name of your business and/or doing business as (dba) if applicable.
- **Address.** The physical address of your business.
- **Federal ID, FIN.** A number assigned to your business for tax reporting purposes.
- **Phone.** Telephone number to contact business.
- **Fax.** Fax number for business.
- **Email.** Provide email address for electronic correspondence.
- **No Firms were contacted or solicited for this contract.** Checking the box indicates that a pre-determined **Subcontract Goal or Participation Plan Requirement was not set** by the City resulting in your business not using subcontractors and will self-perform all work. If during the performance of the contract you employ subcontractors, the City must pre-approve subcontractors. Use of the “Sub-(Contractors/Consultants/Suppliers) Payments” form (MBD Form-30) must be submitted with every pay application and invoice. **Note:** Certified **SLBE or WMBE firms** bidding as Primes **are not exempt** from outreach and solicitation of subcontractors.
- **No Firms were contacted because.** Provide brief explanation why no firms were contacted or solicited.
- **See attached documents.** Check box, if after you have completed the DMI Form in its entirety, you need more space to list additional firms and/or if you have supplemental information/documentation relating to the form. All DMI data not submitted on the MBD Form-10 must be in the same format and have all requested data from MBD Form-10 included.

The following instructions are for information of any and all subcontractors solicited.

- **“S” = SLBE, “W” = WMBE.** Enter “S” for firms Certified by the City as Small Local Business Enterprises and/or “W” for firms Certified by the City as either Women/Minority Business Enterprise; “O” = Non-certified others.
- **Federal ID, FIN.** A number assigned to a business for tax reporting purposes. This information is critical in proper identification and payment of the contractor/subcontractor.
- **Company Name, Address, Phone & Fax.** Provide company information for verification of payments.
- **Type of Ownership.** Indicate the Ethnicity and Gender of the owner of the subcontracting business.
- **Trade, Services, or Materials** indicate the trade, service, or materials provided by the subcontractor. NIGP codes aka “National Institute of Governmental Purchasing” are listed at top section of document.
- **Contact Method L=letter, F=fax, E=Email, P=Phone.** Indicate with letter the method(s) of soliciting for bid.
- **Quote or Resp. (response) Rec’d (received) Y/N.** Indicate “Y” Yes if you received a quotation or if you received a response to your solicitation. Indicate “N” No if you received no response to your solicitation from the subcontractor. Must keep records: log, ledger, documentation, etc. that can validate/verify.

If additional information is required or you have questions, please contact the Equal Business Opportunity Program - Minority and Small Business Development Office at (813) 274-5522.



Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Bid or Proposal Non-Responsive

Page 3 of 4 – DMI Solicited/Utilized Schedules

**City of Tampa – Schedule of All To-Be-Utilized Sub-(Contractors/Consultants/Suppliers)
(FORM MBD-20)**

Contract No.: 21-P-00240 Contract Name: BACKFLOW ASSEMBLY MANAGEMENT SOFTWARE RFP #41012821
 Company Name: SwiftComply US OpCo Inc Address: Koll Center Pkwy Suite 250, Pleasanton, CA 94566
 Federal ID: 35-2594233 Phone: 480-4905259 Fax: n/a Email: hello@swiftcomply.com

Check applicable box(es). Detailed Instructions for completing this form are on page 4 of 4.

See attached list of additional Firms Utilized and all supplemental information (List must comply to this form)

Note: Form MBD-20 must list ALL subcontractors To-Be-Utilized including Non-minority/small businesses

No Subcontracting/consulting (of any kind) will be performed on this contract.

No Firms are listed to be utilized because:

NIGP Code General Categories: Buildings = 909, General = 912, Heavy = 913, Trades = 914, Architects = 906, Engineers & Surveyors = 925, Supplier = 912-77

Enter "S" for firms Certified as Small Local Business Enterprises, "W" for firms Certified as Women/Minority Business Enterprise, "O" for Other Non-Certified

S = SLBE W = WMBE O = Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic Am. AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade, Services, or Materials NIGP Code Listed above	\$ Amount of Quote. Letter of Intent (LOI) if available	Percent of Scope or Contract %
46-1772296	SDTR Consulting LLC 4928 San Marino Cir - Lake Mary Fl 32746 407-221-2138 - srichardson@sdtrconsulting.com	F BF BM	912-77		24%

Failure to Complete, Sign and Submit
this form with your Bid or Proposal
Shall render the Bid Non-Responsive.
(Do Not Modify This Form)

Total ALL Subcontract / Supplier Utilization \$ _____
 Total SLBE Utilization \$ _____
 Total WMBE Utilization \$ _____
 Percent SLBE Utilization of Total Bid/Proposal Amt. ____% Percent WMBE Utilization of Total Bid/Proposal Amt. 24 %

It is hereby certified that the following information is a true and accurate account of utilization for sub-contracting opportunities on this Contract.
 Signed: Name/Title: Olivier Terrien, VP Business Development Date: 02/08/2021

Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Bid or Proposal Non-Responsive
Forms must be included with Bid / Proposal

MBD 20 rev./effective 02/2016



Page 4 of 4 DMI – Solicited/Utilized
Instructions for completing The Sub-(Contractors/Consultants/ Suppliers) to be Utilized Form
(Form MBD-20)

This form must be submitted with all bids or proposals. All subcontractors (regardless of ownership or size) projected to be utilized must be included on this form. Note: Ability or desire to self-perform all work shall not exempt the prime from Good Faith Efforts to achieve participation.

Contract No. This is the number assigned by the City of Tampa for the bid or proposal.

- **Contract Name.** This is the name of the contract assigned by the City of Tampa for the bid or proposal.
- **Contractor Name.** The name of your business and/or doing business as (dba) if applicable.
- **Address.** The physical address of your business.
- **Federal ID, FIN.** A number assigned to your business for tax reporting purposes.
- **Phone.** Telephone number to contact business.
- **Fax.** Fax number for business.
- **Email.** Provide email address for electronic correspondence.
- **No Subcontracting/consulting (of any kind) will be performed on this contract.** Checking box indicates your business will not use subcontractors when no Subcontract Goal or Participation Plan Requirement was set by the City, but will self-perform all work. When subcontractors are utilized during the performance of the contract, the “Sub-(Contractors/Consultants/Suppliers) Payments” form (MBD Form-30) must be submitted with every pay application and invoice. Note: certified **SLBE or WMBE firms** bidding as Primes **are not exempt** from outreach and solicitation of subcontractors, including completion and submitting Form-10 and Form-20.
- **No Firms listed To-Be-Utilized.** Check box; provide brief explanation why no firms were retained when a goal or participation plan requirement was set on the contract. Note: mandatory compliance with Good Faith Effort outreach (GFECP) requirements applies (MBD Form-50) and supporting documentation must accompany the bid.
- **See attached documents.** Check box, if after completing the DMI Form in its entirety, you need more space to list additional firms and/or if you have supplemental information/documentation relating to the scope/value/percent utilization of subcontractors. Reproduce copies of MBD-20 and attach. All data not submitted on duplicate forms must be in the same format and content as specified in these instructions.

The following instructions are for information of Any and All subcontractors To Be Utilized.

- **Federal ID, FIN.** A number assigned to a business for tax reporting purposes. This information is critical in proper identification of the subcontractor.
- **“S” = SLBE, “W” = WMBE.** Enter “S” for firms Certified by the City as Small Local Business Enterprises and/or “W” for firms Certified by the City as Women/Minority Business Enterprise; “O” = Non-certified others.
- **Company Name, Address, Phone & Fax.** Provide company information for verification of payments.
- **Type of Ownership.** Indicate the Ethnicity and Gender of the owner of the subcontracting business.
- **Trade, Services, or Materials (NIGP code if Known)** Indicate the trade, service, or material provided by the subcontractor. Abbreviated list of NIGP is available at <http://www.tampagov.net/mbd> “Information Resources”.
- **Amount of Quote, Letters of Intent** (required for both SLBEs and WMBEs).
- **Percent of Work/Contract.** Indicate the percent of the total contract price the subcontract(s) represent. For CCNA only (i.e. Consultant A/E Services) you must indicate subcontracts as percent of total scope/contract.
- **Total Subcontract/Supplier Utilization.** – Provide total dollar amount of all subcontractors/suppliers projected to be used for the contract. (Dollar amounts may be optional in CCNA depending on solicitation format).
- **Total SLBE Utilization.** Provide total dollar amount for all projected SLBE subcontractors/Suppliers used for this contract. (Dollar amounts may be optional in CCNA proposals depending on the solicitation format).
- **Total WMBE Utilization.** Provide total dollar amount for all projected WMBE subcontractors/Suppliers used for this contract. (Dollar amounts may be optional in CCNA proposals depending on the solicitation format).
- **Percent SLBE Utilization.** Total amount allocated to SLBEs divided by the total bid/proposal amount.
- **Percent WMBE Utilization.** Total amount allocated to WMBEs divided by the total bid/proposal amount.

If additional information is required or you have questions, please contact the Equal Business Opportunity Program - Minority and Small Business Development Office at (813) 274-5522.



City of Tampa – DMI Sub-(Contractors/Consultants/Suppliers) Payments Partial Final
(FORM MBD-30)


Contract No.: 21-P-00240 Contract Name: BACKFLOW ASSEMBLY MANAGEMENT SOFTWARE RFP #41012821
 Contractor Name: SwiftComply US OpCo Inc Address: Koll Center Pkwy Suite 250, Pleasanton, CA 94566
 Federal ID: 35-2594233 Phone: 480-490-5259 Fax: N/A Email: hello@swiftcomply.com
 GC Pay Period: _____ Payment Request/Invoice Number: _____ City Department: _____
 Total Amount Requested for pay period: \$ _____ Total Contract Amount (including change orders): \$ _____

Type of Ownership - (F=Female M=Male), BF BM = African Am., HF HM = Hispanic Am., AF AM = Asian Am., NF NM = Native Am., CF CM = Caucasian S = SLBE

Type	Company Name Address Phone & Fax	Total Sub Contract Or PO Amount	Amount Paid To Date	Amount To Be Paid For This Period
Trade/Work Activity <input type="checkbox"/> Sub <input type="checkbox"/> Supplier			Amount Pending Previously Reported	Sub Pay Period Ending Date
Federal ID				
F BF BM	SDTR Consulting LLC 4928 San Marino Cir - Lake Mary Fl 32746 407-221-2138 - srichardson@sdtrconsulting.com		\$	\$
Professional Serv. Sub 46-1772296				
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$

(Modifying This Form or Failure to Complete and Sign May Result in Non-Compliance)

Certification: I hereby certify that the above information is a true and accurate account of payments to sub – contractors/consultants on this contract.

Signed:  Name/Title: Olivier Terrien, VP Business Development Date: 02/08/2021
 DMI form 30 (rev. 10/01/12) **Note: Detailed Instructions for completing this form are on the next page**



**City of Tampa
Official Letter of Intent**
(Form MBD-40)

A Letter of Intent is required for each WMBE/SLBE listed on the Schedule of Subcontractors to be Utilized (MBD 20 Form). Letter of Intent must be signed by both the Bidder/Service Provider and WMBE/SLBE firm.

Bid/Proposal/Contract Number: 21-P-00240

Bid/Proposal/Contract Name: BACKFLOW ASSEMBLY MANAGEMENT SOFTWARE

A. To be completed by the Bidder/Service Provider

Name of Bidder: SwiftComply US OpCo Inc
Address: Koll Center Pkwy Suite 250, Pleasanton, CA 94566

Contact Person: Olivier Terrien
Telephone: 480-490-5259 Fax: n/a
Email: olivier.terrien@swiftcomply.com

B. To be completed by WMBE/SLBE

Name of WMBE/SLBE: SDTR Consulting LLC
Address: 4928 San Marino Cir - Lake Mary Fl 32746

Contact Person: Sheryl D. Richardson
Telephone: 407-221-2138 Fax: n/a
Email: srichardson@sdtrconsulting.com

C. Identify the scope of work to be performed or item(s) to be supplied by the WMBE/SLBE. On unit price bids, identify to which bid line item the WMBE/SLBE's work scope or supply corresponds:

Data manipulation from legacy database to prepare content and format before import to the new database.

- D. Cost of work to be performed by WMBE/SLBE: _____
- E. Cost of work to be performed by WMBE/SLBE as a percent of total City contract amount: \$ 24%

Bidder/Proposer certifies that it intends to utilize the WMBE/SLBE listed above, and that the work described above is accurate. Bidder/Proposer will provide City with copy of the related subcontract agreement and/or purchase order prior to commencement of the WMBE/SLBE's work. The WMBE/SLBE firm certifies that it has agreed to provide such work/supplies for the amount stated above.

Bidder/Proposer:  Olivier Terrien, VP Business Development Date: 02/08/2021
Signature and Title

WMBE/SLBE Firm:  Sheryl D. Richardson, Owner Date: 02/08/2021
Signature and Title

Rev. 10/12/12 MBD 40

SECTION 9 - COMPENSATION

The proposed fees are all inclusive for up to 8,000 Backflow Assemblies tested every year (Commercial or Residential) and with unlimited city staff users. There are no hidden extras, no extra hourly rate, no long term contract commitment.

Simple: One-time set-up fee and ongoing yearly subscription fee that includes both software usage, updates, online test submissions by certified testers and customer success (support & maintenance).

Year 1	Qty	Total
System set-up, configuration of custom fields, digital forms (test, surveys) and notifications (email & mailed).	1	\$2,970
Data migration from legacy Tokay and system testing - Professional Services & Consulting (WMBE).	1	\$4,530
Integration with the Cayenta Utility Billing System.	1	included
Online training (unlimited).	1	included
Testers digital outreach program, training and onboarding.	1	included
Recurring Yearly SaaS Fee after Go-Live date, including 24/7 customer success and billing integration support - For up to 8,000 backflow assemblies tested per year.	8,000	\$11,375
Total Year 1 - All inclusive		\$18,875
Subsequent Yearly SaaS Fee (per year) Including Support, Maintenance, Updates & Upgrades. - For up to 8,000 backflow assemblies tested per year.	8,000	\$11,375

Flexible: Optionally and at any renewal anniversary if the City decides to require certified testers to pay a \$5 test fee directly to SwiftComply (via credit card) when they submit their backflow test reports, the City of Tampa would have 100% discount on the Recurring Yearly SaaS Fee. The City would keep full access to the software, full control and ownership of the data and enjoy unlimited training, upgrades, system updates and 24/7 support. Testers would have access to SwiftComply support 24/7 by web, email and toll free phone number.

SECTION 10 - PROPOSER'S AFFIRMATION

PROPOSER'S AFFIDAVIT AND PROPOSAL SIGNATURE FORMS

PROPOSER'S AFFIDAVIT

Before me, the undersigned authority who is duly authorized by law to administer oaths and take acknowledgements, personally appeared

Oliver Teriea

AFFIANT'S NAME (Person's Name)

Who, after being duly cautioned and sworn, and being fully aware of the penalties of perjury, does hereby depose and declare, on his own behalf or as a representative on behalf of a partnership or corporation, or other entity that is the Proposer in the matter at hand, as follows:

1. That the Proposer, if a natural person, is of lawful age.
2. That if the Proposer is a partnership, or a corporation, or other legal person or entity recognized in the State of Florida, it has complied with all laws and ordinances governing the formation and continued existence of such entities, including but not limited to, if a Florida corporation, to the filing of its Articles of Incorporation with the Florida Secretary of State and if a corporation incorporated under the laws of a state other than Florida, that it is duly authorized to do business in the State of Florida; that it is currently an active corporation or entity fully authorized to do business; and that the undersigned is representative of the corporation or entity authorized to make this affirmation and declaration and who has the power to bind said corporation or entity.
3. That if the Proposer is operating under a fictitious name, Proposer has currently complied with and any and all laws and procedures governing the operation of businesses under fictitious names in the State of Florida;
4. That the Proposer has not submitted a rigged Bid, nor engaged in collusive bidding, or a collusive bidding arrangement, or fraudulent bidding, or entered into a conspiracy in connection with this bid with any other natural person, partnership, corporation or other entity making a bid for the same purpose. The Proposer has not entered into any understanding or agreement with any other person or entity where one or more such persons or entities agrees not to bid or fixing the prices to be bid.
5. In the event that the City determines that the Proposer has participated in any collusive, deceptive or fraudulent practices in derogation of the statements in this Affidavit the City, in addition to any other remedy it may exercise, will have the right to debar the Proposer. The contract let under such circumstances shall be deemed invalid.
6. That the Proposer is not in arrears to the City of Tampa upon debt or contract and is not in default, as surety or otherwise, of any obligation to the City, Hillsborough County or the State of Florida
7. That no officer or employee of the City, either individually or through any firm, corporation or business of which he/she is a stockholder or holds office, shall receive any substantial benefit or profit out of the contract or award to this Proposer; nor does the Proposer know of any City officer or employee having any financial interest in assisting the Proposer to obtain, or in any other way effecting, the award of the contract to this Proposer.
8. That, by submitting this bid, the Proposer certifies that he/she has fully read and understands the bid method and has full knowledge of the scope, nature, and quality of work to be performed or the services to be rendered.
9. That, by submitting this Bid, Affiant certifies compliance with Section 287.135, Florida Statutes and for contracts for goods or services of \$1 million or more, that the Proposer is not on the Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Cuba or Syria, and that for contracts for goods or services of any amount, that the Proposer is not on the Scrutinized Companies that Boycott Israel List, and is not engaged in a boycott of Israel. Affiant understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject Proposer to civil penalties, attorney's fees, other costs and termination of any contract that is awarded.

The bid documents contain a General Conditions Section and may, in most cases, contain a Technical Specification Section. General Conditions contain general requirements and Technical Specifications detail the scope of the goods and/or services requested. The Technical Specifications shall always govern whenever there appears to be a conflict.

The Proposer shall comply with the applicable requirements of Federal and state laws, all Codes and Ordinances of the City of Tampa as amended from time to time and any applicable professional regulations.

FURTHER AFFIANT SAYETH NOT.

Bidder: Complete the applicable acknowledgement for an Individual Acting in His/Her Own Right or an Entity (by type):

FOR AN INDIVIDUAL ACTING IN HIS/HER OWN RIGHT

State of _____
 County of _____

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization this ____ day of _____ 20____, by _____, who is personally known to me or who has produced identification and who did (did not) take an oath.

 Signature of Notary Public

 Signature of Affiant

Notary Public
 State of: _____
 My Commission
 Expires: _____

 Printed, typed or stamped
 Commissioned name of notary public

 Printed or typed name of Affiant

FOR AN ENTITY

State of California
 County of Contra Costa


The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization this 9 day of February 2021, by Olivier Terrien, as VP BUSINESS DEVT. of SWIFTCOMPLY a Partnership, Joint Venture, Corporation, Limited Liability Company (LLC) or Other _____, on behalf of such entity. Such individual is personally known to me or has produced identification.

Type of identification produced: CA Drivers

 Signature of Notary Public

 Signature of Affiant

Notary Public CA
 State of: CA
 My Commission
 Expires: 04-19-2024



 Printed, typed or stamped
 Commissioned name of notary public

Olivier Terrien
 Printed or typed name of Affiant

SECTION 11 - PROPOSAL SIGNATURE FORM

PROPOSAL SIGNATURE FORM FOR BACKFLOW ASSEMBLY MANAGEMENT SOFTWARE

In compliance with this RFP and to all the conditions imposed herein, the undersigned offers and agrees to provide **RFP# 41012821, BACKFLOW ASSEMBLY MANAGEMENT SOFTWARE**, in accordance with the attached signed proposal, or as mutually agreed upon by subsequent negotiation. This completed Proposal Signature form must be submitted with the Proposer's written proposal and will become a part of any agreement that may be awarded. This Proposal Signature Form must be signed by an authorized representative with ink-pen (electronic signature or copy of signature is prohibited), as defined in Section II. General Conditions, Subsection 3. Content of Proposal of this RFP. **If the Proposal Signature Form is not signed by an authorized representative or submitted with the proposal, the proposal is considered non-responsive.**

Please type or print:

Name of Firm: SwiftComply US OpCo Inc
Address: 6701 Koll Center Pkwy Suite 250
City: Pleasanton State: CA Zip: 94566
Contact Person: Olivier Terrien Title: Vice President Business Development
Federal ID #: 35-2594233 Telephone No.: 480-4905259 Email: hello@swiftcomply.com
Type Organization: Individual Small Business Non-Profit
 Partnership Corporation Joint Venture

Attach copies of all such licenses, permits or certificates issued to the business entity.

Business is licensed, (unless exempt by applicable law) permitted or certified to do business in the State of Florida:
 Yes No. License # F19000001491

Minority Business Status: Black Hispanic Woman Other

Is your business certified as a minority business (WMBE) or small business enterprise (SLBE) with any government agency?
 Yes No. If yes, please list below:

Agency Name	Certification Number	Expiration Date
_____	_____	_____
_____	_____	_____

Sub-Contracting Submittals required: Forms MBD-10, MBD-20 must be submitted with the bid/proposal.

By signing this Proposal Signature Form, the Proposer complies with all of the requirements of the RFP package including but not limited to Communication Policy and City of Tampa Ethics Code contained in SECTION II. GENERAL CONDITIONS.

NOTE: When Proposer is a corporation, the president, vice president or other person duly authorized to bind the corporation shall set out the corporate name in full beneath which he/she shall sign his/her name and give the title of his/her office or position. The proposal shall also bear the seal of the corporation attested by its corporate secretary. **Proposals signed by a person other than an officer of the corporation, shall be accompanied by evidence of authority.**

Authorized Signature:  Date: 02/08/2021

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**SWIFTCOMPLY US OPCO, INC
(the Company)**

**Minutes of a Meeting of the Board of Directors
Held at via Zoom Meeting
on Wednesday 10th February 2020 at 9am**

Present: Michael O'Dwyer (Chairperson & President)
David Gibbons (Secretary)

1. Purpose of Meeting

The Chairperson noted that, the purpose of the meeting was to consider and if thought fit, approve the appointment of Olivier Terrien, Vice President of Business Development as an authorized officer of the corporation for the purposes of executing sales documents, proposals and customer contracts & subscription agreements.

- (a) The chairperson noted that, due to the temporary closure of our business offices in response to the Covid-19 pandemic, in-person signing of corporate documents and customer contracts has been logistically challenging.
- (b) The chairperson also noted that as Vice-president of Business Development, Olivier Terrien has responsibility for all business activities including drafting sales proposals, negotiating commercial contracts and managing the sales organization.
- (c) It was therefore recommended that Mr Terrien be assigned authority to execute (and sign) legal documents on behalf of the corporation from 1st January 2021 - 31st December 2021, subject to annual review.

2. Appointment of Olivier Terrien

It was noted that Olivier Terrien had consented to be appointed as an authorized signatory of the Corporation and **IT WAS RESOLVED** that Olivier Terrien be appointed as an officer of the Corporation with effect on and from 1st January 202.

3. Filing



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The secretary was then instructed to make all necessary and appropriate entries in the books and registers of the corporation and to arrange for the necessary forms and documents to be filed with the relevant authorities.

4. Close

There being no further business the Meeting was closed.

Signed:

DocuSigned by:
Michael O'Dwyer
01FDB019EA114C3

Michael O'Dwyer
President and Chairperson

Date: 2/10/2021



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ATTACHMENT B - CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all bidders/proposers, must disclose if any elected or appointed officer of the City of Tampa, City of Tampa employee(s), or any immediate family member* or close personal relation** of an elected or appointed officer of the City of Tampa or City employee(s) is also an owner, corporate officer, agent, employee, stockholder, or has a controlling financial interest***, etc., of their business.

*Immediate family means spouse, parents and children of the person involved.

**Close personal relationship means dating, cohabitation, and/or having an intimate sexual relationship. Dating includes but is not limited to casual dating, serious dating, or casual sexual involvement where the parties have no intention of carrying on a long-term relationship, cohabitation, and any other conduct or behavior normally associated with romantic or sexual relationships. This definition applies regardless of the sexual orientation of the employees involved. Persons involved in a close personal relationship shall be referred to as a "close personal relation."

***Controlling financial interest means ownership, directly or indirectly, to ten (10) percent or more of the outstanding capital stock in any corporation or a direct or indirect interest of ten (10) percent or more in a firm, partnership, or other business entity or such other interest or position in a business entity sufficient to allow him or her to control its operations.

Indicate either "yes" (a City employee, elected or appointed official is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES ___ NO X

NAME(S) / POSITION(S)

FIRM NAME: SwiftComply US OpCo Inc

BY (PRINTED NAME): Olivier Terrien

BY (SIGNATURE):  _____

TITLE: Vice President Business Development

DATE: 02/08/2021

Annexes - Other Relevant Documentation

- 1. Minority/Women (WMBE) Engagement**
- 2. SwiftComply Environmental Policy Statement**
- 3. Service Level Agreement**
- 4. Disaster Recovery Plan**
- 5. Technical & Security Information**

1- Small Business/Minority/Women (WMBE) 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 50%. 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.

We are proud to support and work with local Women/Minority Business Enterprise (WMBE) which one of them is included in our proposal.

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.

(4-10)

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2- 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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3- Service Level Agreement

This Service Level Agreement (“**SLA**”) is a policy that applies to the use of SwiftComply’s service which have been purchased by the <Customer> (“**City**”) under Contract between SwiftComply US OpCo Inc., a Delaware corporation (“**Contractor**”) and the City which is attached hereto (“**Contract**”), and includes the Subscription Terms (“**Subscription Terms**”). All terms used herein but not defined will have the meaning given to them in the Contract.

1. Service Commitment

Contractor will use commercially reasonable efforts to make the Contractor Service (as defined in the Subscription Terms) available with a Monthly Uptime Percentage (defined below) of 99.9%, during the term of the Contract (the “**Service Commitment**”). In the event the Contractor does not meet the Service Commitment, City will be eligible to receive a Service Credit as described below.

2. Definitions

The following capitalized terms shall be given the meaning set forth below:

2.1 “**Monthly Uptime Percentage**” is calculated by subtracting from 100% the percentage of time during an applicable calendar month in which the Contractor Service was in a state of “Unavailable” for one or more continuous periods of 3 minutes or more. Uptime Percentage measurements exclude downtime resulting directly or indirectly from any SLA Exclusion (defined below).

2.2 “**Service Credit**” is a dollar credit, calculated as set forth below, that Contractor may credit back to the City as described in Section 4 of this SLA.

2.3 “**Unavailable**” and “**Unavailability**” means a period of time during which a City user with valid credentials cannot log into the Contractor Service, retrieve a form, and log out.

3. Service Commitments and Service Credits

Service Credits are calculated, in accordance with the schedule set forth below, as a percentage of the total amounts paid by the City for the Contractor Service that are attributable to the monthly period in which the Unavailability occurred.

Uptime Percentage

Less than 99.9% but equal to or greater than 99.0%
 Less than 98.9% but equal to or greater than 95.0%
 Less than 95.0%

Service Credit Percentage

10% of the fees attributable to such month
 20% of the fees attributable to such month
 100% of the fees attributable to such month

Contractor will apply any Service Credits only against future payments otherwise due from the City. Unless otherwise provided in the Subscription Terms, the City’s sole and exclusive remedy for any unavailability is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA.

4. Credit Request and Payment Procedures

To receive a Service Credit, the City must submit a claim by sending an email to support@swiftcomply.com. To be eligible, the credit request must be received by Contractor by the end of the second billing cycle after which the incident occurred and must include: (i) the words “SLA Credit Request” in the subject line; (ii) the dates and times of each Unavailability incident the City is claiming; and (iii) support request logs that document the errors and corroborate the City’s claimed outage.

If the Monthly Uptime Percentage of such a request is confirmed by Contractor and is less than the Service Commitment, then Contractor will issue a Service Credit to the City within one billing cycle following the month

in which the City's request is confirmed by Contractor. City's failure to provide the request and other information as required above will disqualify City from receiving a Service Credit.

5. **SLA Exclusions**

The Service Commitment does not apply to any unavailability, suspension or termination of the Contractor Service, or any other performance issues, that: (i) are caused by factors outside of Contractor's reasonable control, including, without limitation, any force majeure event or Internet access or related problems beyond the demarcation point of the Contractor Service or its direct hosting subcontractors (i.e. beyond the point in the network where Contractor maintains access and control over the Contractor Service); (ii) result from any actions or inactions of City or any third party (other than Contractor's direct hosting subcontractor); (iii) result from City's equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment or software within Contractor's direct control); (iv) result from any scheduled maintenance (provided that Contractor gives the City notice of scheduled maintenance at least 48 hours in advance of the downtime, or, in the event of emergency maintenance, provides notice as soon as practicable); or (v) arise from Contractor's suspension and termination of City's right to use the Contractor Service in connection with any breach or termination by City of the Contract, including the SaaS Subscription Terms (collectively, the "**SLA Exclusions**").

6. **Support Agreement**

Contractor provides phone and email support between the hours of 7.30am - 6pm CST, Monday-Friday. The Contractor will use reasonable efforts to respond to the City within the following Initial Response Time goals:

Severity Level Priority	Initial Response Time
Severity Level 1	1 Hour
Severity Level 2	4 Hours
Severity Level 3	24 Hours
Severity Level 4	48 Hours

"Initial Response Time" is the amount of time between when the City reports a defect in the SwiftComply Software to the Contractor via telephone or e-mail, and the time that the Contractor acknowledges acceptance of the report.

Severity Levels and Correction Goals

The severity levels for reported issues and associated correction times are defined in the table below. Each severity level has an associated temporary correction (workaround) and permanent correction time goals, and SwiftComply shall use reasonable efforts to achieve the correction time goals set forth below. The correction time goals set forth below do not apply in situations where the source of the deviation is a third-party product not provided by SwiftComply.

Severity Level	Condition/Impact	Temporary Correction Goals (Workaround)	Permanent Correction Goals
Severity 1 (High)	<p>Critical business impact. SwiftComply Software has complete loss of service or severe restrictions in a function that is critical to business operations that prevent productive work.</p>	<p>SwiftComply shall use commercially reasonable efforts on a 24x7 basis until the issue is fixed or a suitable workaround is provided. In any event, a fix or suitable workaround shall be provided within 1 business day.</p>	<p>Within 5 business days.</p>
Severity 2 (Medium)	<p>Significant business impact. SwiftComply Software has significant loss of service or degradation of service in a function that is critical to business operations, or severe restrictions in a function that is significant to business operations.</p>	<p>SwiftComply shall use commercially reasonable efforts on a 24x7 basis until the issue is fixed or a suitable workaround is provided. In any event, a fix or suitable workaround shall be provided within 3 business days.</p>	<p>Within 10 business days.</p>
Severity 3 (Low)	<p>Minimal business impact or correction to Documentation. SwiftComply Software is in full working mode with only minor loss of services.</p>	<p>The issue shall be fixed in the next feasible release. City will be notified when a fix becomes available. In any event, a fix or suitable workaround shall be provided within 60 business days.</p>	<p>In the next feasible release.</p>
Severity 4	<p>Feature request or change other than correction for compliance with Specifications.</p>	<p>As mutually agreed, all feature requests shall be reviewed by SwiftComply before each subsequent release.</p>	<p>As mutually agreed, all feature requests shall be reviewed by SwiftComply before each subsequent release.</p>

4- SwiftComply Disaster Recovery Plan

Version: 1.4

Revision History

Revision	Date	Description
1.0	11/28/2016	Initial Revision
1.1	03/23/2017	Review - Updated Logo & branding
1.2	04/12/2018	Annual Review
1.3	05/31/2019	Annual Review
1.4	05/14/2020	Update contacts & review

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Introduction

This document delineates our policies and procedures for technology disaster recovery, as well as our process-level plans for recovering critical technology platforms and the telecommunications infrastructure. This document summarizes our recommended procedures. In the event of an actual emergency situation, modifications to this document may be made to ensure physical safety of our people, our systems, and our data.

Our mission is to ensure information system uptime, data integrity and availability, and business continuity.

Objectives

The principal objective of the disaster recovery program is to develop, test and document a well-structured and easily understood plan which will help the company recover as quickly and effectively as possible from an unforeseen disaster or emergency which interrupts information systems and business operations

Plan Overview

- The disaster recovery plan should cover all essential and critical infrastructure elements, systems and networks, in accordance with key business activities.
- The disaster recovery plan should be periodically tested in a simulated environment to ensure that it can be implemented in emergency situations and that the management and staff understand how it is to be executed.
- All staff must be made aware of the disaster recovery plan and their own respective roles.
- The disaster recovery plan is to be kept up to date to take into account changing circumstances.

Key Personnel Contact Info

Name, Title	Contact Option	Details
Mick O'Dwyer, CEO	Mobile	
	Email	mick@swiftcomply.com
Brian Clapper, VP of Engineering	Mobile	
	Email	brian.clapper@swiftcomply.com

External Contacts

Provider	Contact Option
GCP	https://cloud.google.com/support-hub
Stripe	https://support.stripe.com/

Backup Strategy

Business processes and the agreed backup strategy

Business Process	Backup Strategy
Database	Read replica Daily instance snapshots
Web Services	Multiple availability zones Autoscaling Instance snapshots Alternative domains
File Storage	Bucket versioning

Risk Management

Refer to the associated risk list

Emergency Response

Plan Triggering Event

Key trigger issues that would lead to activation of the DRP are:

- Lost or corruption of database data
- Lost of communication from the default routes of the web services
- Lost or corruption of bucket files

Emergency Response Team

When an incident occurs the Emergency Response Team (ERT) must be activated. The ERT will then decide the extent to which the DRP must be invoked.

The team's responsibilities include:

- Assess the extent of the disaster and its impact on the business
- Decide which elements of the DR Plan should be activated
- Restore key services within 2.0 business hours of the incident
- Recover to business as usual within 8.0 to 24.0 hours after the incident

Emergency Alert

The person discovering the incident calls a member of the Emergency Response Team in the order listed:

Emergency Response Team

- Brian Clapper
- David Christian
- Dylan Boltz

DRP Exercising

Disaster recovery plan exercises are an essential part of the plan development process. In a DRP exercise no one passes or fails; everyone who participates learns from exercises – what needs to be improved, and how the improvements can be implemented. Plan exercising ensures that emergency teams are familiar with their assignments and, more importantly, are confident in their capabilities.

Successful DR plans launch into action smoothly and effectively when they are needed. This will only happen if everyone with a role to play in the plan has rehearsed the role one or more times. The plan should also be validated by simulating the circumstances within which it has to work and seeing what happens

Disaster Recovery Plan for Web Application

Scenario 1: Connection Issues

Validate domain and platform is available, if one of them is an issue reroute traffic to alternative domains or availability zones.

Scenario 2: Server Loss

Spawn a new instance from the most recent snapshot

Disaster Recovery Plan for Database

Scenario 1: Data Loss

In case of data loss or corruption verify read replica and promote to write.

Scenario 2: Server Loss

Enable maintenance window and recover from most recent snapshot

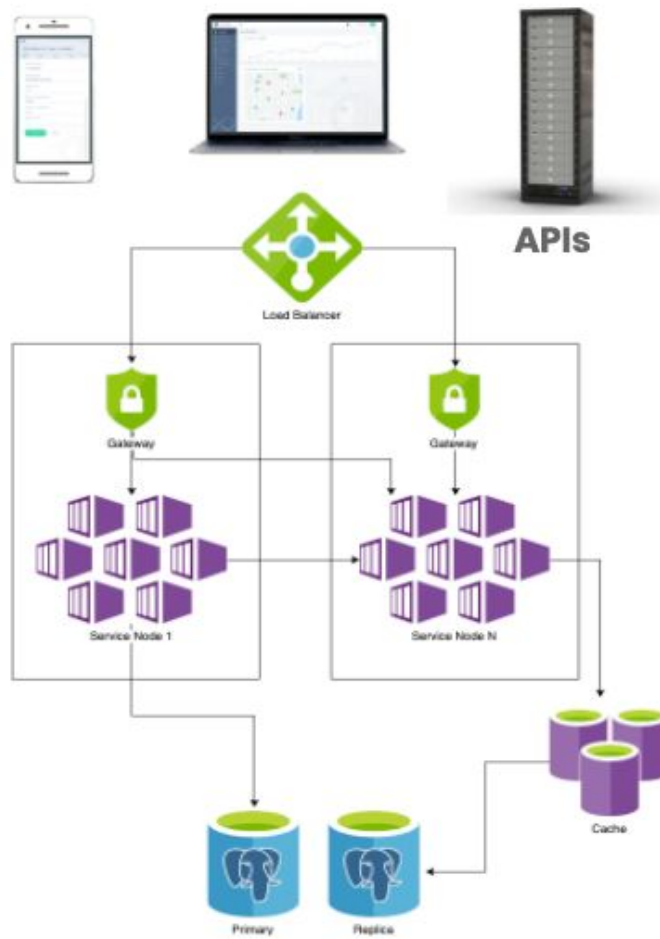
Disaster Recovery Plan for Files

Scenario 1: File Lost

Navigate the bucket/object versioning to recover data accordingly

5- Technical & Security Information

SwiftComply Backflow



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A. Risk Management

SwiftComply follows the principles according to the standard ISO 31000 "Risk management – Principles and guidelines on implementation". [https://en.wikipedia.org/wiki/ISO_31000]

In broad terms, the process consists of:

- Identification of assets.
- Conduct a threat assessment.
- Conduct a vulnerability assessment.
- Calculate the impact that each threat would have on each asset.
- Identify, select and implement appropriate controls.
- Evaluate the effectiveness of the control measures.

B. Information Security Policy

SwiftComply's security & privacy policy is published on our website: <https://www.swiftcomply.com/privacy-policy/>

Our head of engineering is in charge of defining and implementing our information security policy and reviewed periodically at least once per year with our CEO.

C. Information Security Organization

SwiftComply information security policy includes:

- Instructions on how to store, transmit or share information securely.
- The policies concerning the use of devices, machines, and equipment.
- The policies for making use of the company's network and wireless network.
- The policies for limiting the usage of sensitive software.
- The policies for monitoring the security.
- The information regarding the authority to block any devices to contain security breaches.
- Information on the implementation of policies which are more cost-effective.

We also rely on Google Cloud Platform (GCP) and adopts security policies defined by GCP: <https://cloud.google.com/security/overview>

D. Physical and Environmental Security

SwiftComply solution is hosted by Google Cloud Platform (GCP) and adopts security policies defined by GCP: <https://cloud.google.com/security/overview>

E. Operational Security

In regards to IT: only those that need access have the ability to connect to the production network. Further, only those that need super user (root or similar) access have the ability to perform those functions.

Logging and analysis is handled via GCP. Other systems or application monitoring is done via various third party monitoring services

IDS is handled via GCP's internal systems

For non critical data we rely on GCPs cloud storage.

For critical data, along with cloud storage we perform daily database backup and recoveries to ensure the backup viability, and store at least 7 days of backups. Our data is backed by PostgreSQL, an open source object-relational database with more than 30 years in the market.

Changes (bugs and features) are run through product management, then the head of engineering, then assigned to someone to investigate and fix. All commits are run through automated tests before being deployed to production.

F. Access Control

Only those that require access to maintain the stability of the system are given access to the production network.

SwiftComply policy establishes the Enterprise Access Control Policy, for managing risks from user account management, access enforcement and monitoring, separation of duties, and remote access through the establishment of an Access Control program. The access control program helps SwiftComply implement security best practices with regard to logical security, account management, and remote access. SwiftComply has chosen to adopt the Access Control principles established in NIST SP 800-53 "Access Control," Control Family guidelines, as the official policy for this domain.

G. Software Development and Maintenance

Modified Agile would be the best description, with continuous delivery

Applications are scanned regularly with OWASP's ZAP to detect potential weaknesses. These are recorded and investigated to verify if we are in fact susceptible or if it is a false positive.

We review new software updates and system libraries once a month to determine what is needed to be updated and when. We prefer to err on the side of caution with most patches, where unless they fix an exploitable vulnerability, we give the patch time to be applied by others to assess its potential issues.

At least monthly or ad hoc when new severe vulnerabilities are discovered

H. Incident management

SwiftComply has established processes that:

- detect and identify events
- triage and analyze events to determine whether an incident is underway
- respond and recover from an incident
- improve our capabilities for responding to a future incident

I. Business Continuity

SwiftComply's business continuity plan outlines the potential impact of disaster situations, creates policies to respond to them and helps businesses recover quickly so they can function as usual. The main goal of the BCP is to protect personnel and assets, both during and after an emergency.

The leadership team including the CEO, head of engineering and head of customer reviews the BCP annually, determines any weaknesses and takes the appropriate action.

J. Regulatory Compliance

SwiftComply regulatory compliance is described in our employee handbook which is received, reviewed and acknowledged by each employee. Our controller and counsel worked diligently with our CEO to ensure compliance with Federal, State, and local laws.

K. Privacy

SwiftComply strives to follow best practices in privacy based on GCP <https://cloud.google.com/security/privacy> and the NIST Privacy Framework.

SwiftComply's security & privacy policy is published on our website: <https://www.swiftcomply.com/privacy-policy/>

Vendor Cloud Questionnaire

Questions	Answer Received
Data	
Data ownership – Does the contract clearly document City is sole owner of the Data & meta Data used for the Cloud service offered?	Yes – all data belongs to the City.
Where is the data hosted? Are backups of the customer data performed? Please provide frequency of backups, location of backups and any other relevant details.	All data is hosted and processed on Google Cloud Platform (GCP). Our data is backed by PostgreSQL, an open source object-relational database with more than 30 years in the market. Database is backed up daily and our current retention policy is to keep back-ups for a week. All backup files are again managed by GCP. All uploaded files are versioned by GCP.
Confirm Data will not be used for Data mining etc.	Confirmed.
Will the vendor guarantee they will not move City data to another hosting jurisdiction without prior notification?	Confirmed – will need to be added to contract
Does the vendor use a 3rd party to host data? Who?	All data is hosted by GCP.
Records management	
Will you delete customer data upon request? Are there any additional costs to delete customer data?	Our application is self-serve, allowing application admin to delete or archive customer data. Additionally, our support team can assist with specific issues.

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When a customer contract terminates, how long is customer data retained? Can customers retrieve their data regardless of the cause of termination or expiration of agreement?	Upon termination we will provide a data file with all customer data on the termination date. Customer data will be provided regardless of the reason for termination
Identity & Access Management	
For Single Sign On, does the application support the following protocols: a. SAML 2.0 b. WS-Trust/WS-Federations c. OAuth	Single Sign On - SAML 2.0
How is access granted to administrators and users of the cloud service? What type of strong authentication is used? Is there an administrative interface provided to manage the service? Are only authorized users able to change content?	All access to user data is managed by session authorization, users are required to set up a password (10 character minimum) and use it along with their email to access the application. The system is responsible for authorizing the user to access the data. Sessions expire after 30 days and users are required to re-enter their login details. First user created is granted admin rights of the account and this user can add or remove new users as well as to grant them admin permissions as well. Only admin users can change the general settings of the account or invite new users.
What auditing capabilities exist? (e.g. Access audit, failed access attempts, audit trails of all activity, etc.). Are audits available to administrators or must they be requested from the vendor.	Application tracks changes done to most records, currently there's no public access to these changes and should be requested Users with more than 5 failed attempts to login will be blocked and requested to unlock their account via E-mail
Security	
What security standards are supported by the solution for data in transit and data in rest? Any encryption of data at rest? If yes, who owns the key? What encryption capabilities are offered? How are the encryption keys managed?	Data is encrypted on transit using HTTP over TLS, at rest data is encrypted via GCP encryption keys.
How is the service accessed by users (e.g. HTTP, HTTPS, Other...)?	HTTPS via a web browser
What is the physical security of the facility hosting the service?	We utilize GCP services, all about their data centers can be found at https://cloud.google.com/infrastructure
What is the security architecture for the service?	As above

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<p>If a multi-tenant environment exists, what technologies are utilized to provide network traffic separation for clients (e.g. VLAN, VPN)? Is client network traffic access separated from provider network access?</p>	<p>There's no network separation between clients, requesting the proper URL for the desired tenant identifies the tenant and the application validates that the current session is authorized to access that resource</p>
<p>Will data center or other certifications or results of audits be provided on request?</p>	<p>The IT infrastructure that GCP provides to SwiftComply is designed and managed in alignment with security best practices and a variety of IT security standards, including: SOC1/SSAE16/ISAE3402 (formerly SAS70), SOC2 SOC3 FISMA FedRAMP DODSRG Levels 2 and 4 PCIDSSLevel1 EU Model Clauses ISO9001 /ISO27001 / ISO 27017 / ISO 27018 ITAR IRAP FIPS 140-2 MLPS Level 3 MTCS</p>
<p>How would the vendor or subcontractors notify The City in the event of a security breach, including timelines and communication channels?</p>	<p>We will contact the designated client contact by email. Response time depends on severity of breach as detailed below.</p>
<p>How would vendor or subcontractors notify The City if law enforcement wants access to their data and what restrictions are there on the use and disclosure of the data (US Patriot Act etc.)?</p>	<p>We will contact the designated client contact by email as soon as practicably possible Immediately upon receipt of a legal hold request, SwiftComply will Establish a secure repository for collected electronically stored information (ESI) to prevent alteration or destruction. Protect passwords, codes, and instructions required to access ESI.</p>
<p>Have there been any third-party security and access management practice audits been conducted for the solution, which can be shared? When the last time an audit was performed and what was is the ongoing frequency? Would you entertain a vulnerability test assessment conducted by The City or a 3rd party on behalf of The City?</p>	<p>We do not routinely conduct penetration tests unless specifically required by a client under contract. Our team leverages third-party tools such as https://brakemanscanner.org/index.html and https://github.com/rubysec/bundler-audit to conduct routine security tests. These tests are conducted with each release to production (weekly).</p>
<p>Privacy & Legal</p>	
<p>In what provinces or countries is data stored, transmitted or processed, including backups and mirroring sites? Do you use a 3rd Party provider for hosting? If so, who? What is the legal jurisdiction for this data?</p>	<p>All data is stored and processed in GCP Zone/Region</p>

Will City data, extracts or summaries be used for any purpose other than providing the service (machine learning, cross platform advertising, etc.)? Describe in detail what data or summary of data would be shared and why. Is the data provided automatically? Can The City opt out of this?	No. We do not use City data for any purpose other than the services described.
Do customers have the ability to terminate their contract? If so, why and when?	Yes – our contracts renew annually. Customers may terminate for any reason with 90 days' notice. (or immediately in the event of a contractual breach)
What are the implications of non-compliance with the agreed Quality of Performance metrics?	We offer rebate on the subscription fee in the event the uptime falls below SLA levels. In the event where the SLA is not met in any given month, a service credit is provided, calculated as a percentage of the total amounts paid by City for the SwiftComply Service that are attributable to the monthly period in which the Unavailability occurred. Uptime Percentage Service Credit Percentage Less than 99.9% but equal to or greater than 98.0% 10% of the fees attributable to such month Less than 98.0% but equal to or greater than 90.0% 20% of the fees attributable to such month Less than 90.0% 100% of the fees attributable to such month
What liability or financial penalty will be attributed to the cloud vendor for loss or wrongful disclosure of data by the cloud vendor or subcontractor?	Liability is limited to the value of the contract
Is The City welcome to audit data assurance and other controls for the service?	Yes – in line with GCP policies and procedures
Are there any extra costs for customers to recover their data at contract termination?	No
Business Assurance Considerations	
Describe your Disaster Recovery plan and frequency of testing your DR plan? How many DR facilities are available and what are their locations?	The system is deployed across availability zones and can handle the loss of a single zone with only a minor failover process like DB failover. If the loss of 2 zones occurs, and the outage is determined to be permanent or a major disruption to business, a daily backup can be restored to another region.
Service Assurance Considerations	
Do you provide a Service Level Agreement to customers? Can you provide a copy?	Yes. Copy available on confirmation of intent to proceed

<p>Do you provide any uptime or performance guarantees? Do you provide any performance or service metrics to your customers?</p>	<p>Yes Available monthly, on request</p>
<p>Do you have any scheduled maintenance windows? Please provide details. Describe how any service degradation/failure events are monitored/how is the end-user notified? How are the events rectified?</p>	<p>Maintenance is performed between the hours of 6pm – 6am PST. Generally, maintenance is performed on weekends. Swiftcomply provides 48 hour’s notice</p>
<p>How is the success of a product release/upgrade ensured? Can the ‘The City’ opt out of any changes that would negatively impact them?</p>	<p>SwiftComly works with continuous integration, all changes done to the app are tested against a battery of test to guarantee the expected behavior of the app additionally using continuous deployment, meaning once the system is tested and deemed to be safe is deployed and made alive to all users, currently no user can opt out of new updates</p>
<p>Describe the timelines and notification process for error corrections, minor changes, and enhancements. How are clients notified?</p>	<p>If reported or requested by the client, notified by email upon completion. For general enhancements, notified in monthly update by email and/or directly by the account manager</p>

SaaS Subscription Agreement and SLA

This SaaS Subscription Agreement (this “Agreement”) is entered into as of (the “Effective Date”) between SwiftComply US OpCo, Inc, located at Suite 250, 6701 Koll Center Parkway, Pleasanton, CA 94566 (“Contractor”) and the City of Tampa (“City”), located at 306 E. Jackson Street, Tampa, Florida 33602.

1. SERVICES

1. Contractor Service. Subject to City’s ongoing compliance with this Agreement, Contractor grants City a non-exclusive, non-transferable right, during the Term (as defined in Section 3.1), to Use (as defined in Section 1.2) the Contractor Service. As used herein, “Contractor Service” means an instance of Contractor’s web-based fat, oil and grease (“FOG”) or Cross Connection Control (CCC) or Backflow Prevention (BFP) or Stormwater (“MS4”) or Industrial Pretreatment (“IPP”) management application, which is hosted as a single-tenant solution for City. During the Term, subject to City’s ongoing compliance with this Agreement, Contractor will make the Contractor Service available to City in accordance with the service levels set forth in Exhibit B. For purposes of clarity, the parties acknowledge and agree that the Contractor Service is hosted by Contractor or its third party service providers, and that Contractor will not be obligated to deliver any software code for the Contractor Service to the City.
2. Authorized Users. “Use” means that City’s employees and personnel who are acting on behalf of City (“Authorized Users”) may access and use the Contractor Service solely for City’s inspection, compliance and enforcement purposes and otherwise in accordance with this Agreement. City will keep, and will ensure that its Authorized Users keep, all credentials for the Contractor Service confidential. City is solely responsible for any use of the Contractor Service by Authorized Users or any other third party that accesses the Contractor Service using credentials issued to City and/or an Authorized User, including any violation of this Agreement by such third parties, and will promptly notify Contractor of any unauthorized access using such credentials.
3. Restrictions. City shall not, directly or indirectly, and shall not authorize any person, to the maximum extent permitted by applicable law, to: (i) decompile, disassemble, reverse engineer or attempt to reconstruct or discover any elements of; (ii) translate, adapt, or modify; (iii) write or develop any program based upon; (iv) sell, sublicense, transfer any rights in, use for the benefit of, or allow access to, unauthorized persons to; (v) transmit unlawful, infringing or harmful data, viruses or code to or from; (vi) attempt to undermine the security or integrity of; (vii) use, or misuse in any way which may impair the functionality of; (viii) attempt to gain unauthorized access to; (ix) transmit, or input any files, content, material or City Data defined as all Documents and/or Information: (i) that the City discloses, supplies, or provides to Contractor under, pursuant to, or in connection with this Agreement, (ii) that Contractor obtains, receives, or collects under, pursuant to, or in connection with this Agreement, and/or (iii) collected, received, entered, stored,

archived, retained, maintained, processed, or transmitted in, into, or by the Software (City Data). City Data does not include the Software, the Object Code, or the Source Code, that may be offensive or in violation of any law (including material protected by copyright or trade secrets which City does not have the right to use); or (x) otherwise use except as expressly permitted hereunder, in each case of (i) – (x), the Contractor Service (including all technology constituting or used to provide such service) or any data provided by Contractor, as applicable (collectively, “Contractor Technology”)

4. Integration Services. Integration with the Cayenta Utility Billing System is included. There is no other integration services associated with this project. If such services arise during the course of the contract, any integration service fees shall be agreed in advance.
5. Support. During the Subscription Term, Contractor will provide commercially reasonable email or phone (not onsite) support between 7:00 am and 7:00 pm Eastern Daylight Time, excluding US holidays.

2. PAYMENT

1. Payment. The fees that are payable by City for access to the Contractor Service for the first 12 months following the Effective Date (the “Contract Period”) are set forth on Exhibit A (“ Fees”). The City shall prepay to Contractor subscription fees, at the rate specified in Exhibit A (Fees”), the Contractor will invoice all Subscription Fees annually in advance. All Fees are due and payable in U.S. dollars.

3. TERM AND TERMINATION

1. Term. The initial term of this Agreement will begin on the Effective Date and continue for 1 year thereafter (the “Initial Term”), after which this Agreement will automatically renew for four additional 1 year term (each, a “Renewal Term” and together with the Initial Term, the “Term”), unless either party provides at least 30 days’ notice of its intent not to renew to the other party prior to the start of any Renewal Term.
2. Termination for Convenience. City may terminate this Agreement for convenience by giving thirty (30) day notice to Contractor at any time during the Contract Period.
3. Termination for Cause. Either party may terminate this Agreement for cause if: (i) the other party is in material breach of this Agreement, which is not cured within 30 days after written notice of such breach; or (ii) the other party files a petition for bankruptcy that is not dismissed within 90 days of such filing, is adjudicated bankrupt, or suffers any analogous event. Notwithstanding the foregoing sentence, Contractor may terminate this Agreement by written notice if City fails to pay any Fees payable to Contractor within 10 days after the date on which Contractor notifies City of nonpayment.
4. Effect of Termination. Upon the effective date of expiration or termination of this Agreement for any reason: (i) access to Contractor Technology will automatically terminate; and (ii) City has 30 days to request the return of City Data, after which time Contractor has no further obligation to store or permit retrieval of such City Data. The following provisions of this Agreement will survive the expiration or termination of this Agreement for any reason: Sections 1.3 (Restrictions), 2

(Payment), 3.4 (Effect of Termination), 4 (Confidentiality; Ownership; Data), 5 (Indemnification), 6 (Disclaimer; Limitation of Liability), 7 (General Provisions); and any other provision that by its nature should survive the expiration or termination of this Agreement.

4. CONFIDENTIALITY; OWNERSHIP; DATA

1. Definition. "Confidential Information" means, pursuant to applicable federal or State of Florida law, any information disclosed directly or indirectly by one party ("Disclosing Party") to the other party ("Receiving Party") that is designated in writing as "confidential" and as provided herein. Confidential Information does not include any information which (i) is or becomes generally known and available to the public through no act or omission of the Receiving Party; (ii) was already in the Receiving Party's possession at the time of disclosure by the Disclosing Party, as shown by the Receiving Party's contemporaneous records; (iii) is lawfully obtained by the Receiving Party from a third party who has the express right to make such disclosure; or (iv) is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information. As between Contractor and City, the Contractor Technology is the Confidential Information of Contractor, and the City Data is the Confidential Information of City.
2. Use; Maintenance. Neither party shall use the Confidential Information of the other party for any purpose except to exercise its rights and perform its obligations under this Agreement. Neither party shall disclose, or permit to be disclosed, either directly or indirectly, any Confidential Information of the other party, except to employees of the Receiving Party with a need to know, or to its advisors, or prospective investors or purchasers, each subject to a written obligation of confidentiality. Each party will take reasonable measures to protect the secrecy of, and avoid disclosure and unauthorized use of, the Confidential Information of the other party, and will take at least those measures that it takes to protect its own most highly confidential information. A Receiving Party will use reasonable efforts to provide timely notice of compelled disclosure to facilitate confidential treatment of Disclosing Party's Confidential Information, and will furnish only that portion of Confidential Information that it is legally required to disclose, after exercising reasonable efforts to obtain assurance that such information will receive confidential treatment.
3. Ownership. Except for the limited rights granted in Sections 1.1 and 4.4 of this Agreement: (i) Contractor hereby retains all rights, title and interest, including all intellectual property rights, in and to the Contractor Technology, and (ii) City hereby retains all rights, title and interest in City Data.
4. Data and Feedback Licenses. City hereby grants, to the extent permitted by applicable law, to Contractor and its affiliates a worldwide, irrevocable, perpetual, royalty-free license (a) to exploit without restriction all feedback regarding Contractor Technology; (b) to use log and other information related to City's use of the Contractor Service to improve Contractor's products and services; and (c) to use all data (including FOG inspection, compliance, and enforcement records)

made available to Contractor by or on behalf of City and its Authorized Users (“City Data”) to perform its obligations hereunder.

5. INDEMNIFICATION

1. By Contractor. Contractor warrants that there has been no violation of copyrights, patent or other intellectual or proprietary rights in manufacturing, producing, selling, and/or use of the Contractor Service and/or Contractor Technology. Contractor agrees to release, indemnify, defend and hold the City harmless from any and all liability, loss or expense by any such violation including litigation costs and attorneys' fees through the appellate process, and damages which may be incurred by reason of any infringement at any time during the prosecution or after the completion of the Contractor Service. provided that: City provides Contractor (1) prompt written notice of; (2) sole control over the defense and settlement of; and (3) all information and assistance reasonably requested by Contractor in connection with the defense or settlement of, any such claim; and (b) Contractor may not settle any claim pursuant to this Section 5.1 unless the settlement unconditionally releases City of all liability and requires nothing more of City than the payment of a sum of money fully indemnified under this Section 5.1. If any such claim is brought or threatened, Contractor may, at its sole option and expense: (a) procure for City the right to continue to use the applicable Contractor Service; (b) modify the Contractor Service to make it non-infringing; (c) replace the Contractor Service with non-infringing technology having substantially similar capabilities; or (d) terminate the applicable Contractor Service or this Agreement with a prorated refund of fees paid by City to Contractor for Contractor Service not rendered. Notwithstanding the foregoing, Contractor will have no liability to City for any claim arising out of or based upon: (i) the use of the Contractor Service in combination with software, products or services not provided by Contractor; (ii) City’s failure to use the Contractor Service in accordance with this Agreement; (iii) City Data, user-generated content or third-party content that is accessible via the Contractor Service; (iv) any other materials or technology provided by the City; or (v) modifications made to comply with City-provided specifications or not made by Contractor.

6. DISCLAIMER; LIMITATION OF LIABILITY

1. Information and City Data. Any information of any type (including FOG or inspection information) which is obtained from the Contractor Service is presented for guidance purposes only and should not be relied on. Contractor does not: (i) warrant the accuracy, comprehensiveness, or utility of any information obtained from the Contractor Service; or (ii) assume, endorse or accept responsibility for the accuracy or reliability of any such information. Under no circumstances will Contractor be responsible for any loss or damage resulting from City’s reliance on information or other content obtained through the Contractor Service. The information which City obtains by using the Contractor Service will be determined to a large extent by the City Data. It is solely City’s responsibility to evaluate the accuracy, relevance and completeness of the City Data.

2. Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, CONTRACTOR'S PROPOSAL AND CONTRACTOR'S CONTRACTOR TECHNOLOGY SOFTWARE DOCUMENTATION, CONTRACTOR HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, LOSS OF DATA, ACCURACY OF RESULTS, OR ARISING FROM COURSE OF DEALING OR RELIANCE. CONTRACTOR DOES NOT WARRANT ANY THIRD PARTY WEBSITE CONTENT OR FUNCTIONALITY, THAT THE CONTRACTOR SERVICE WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ITS SECURITY MEASURES WILL PREVENT THIRD-PARTY ACCESS TO City DATA.
3. Limitation of Liability. EXCEPT IN CONNECTION WITH CONTRACTOR'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 5 OF THIS AGREEMENT, DEATH OR PERSONAL INJURY, IN NO EVENT WILL CONTRACTOR BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, TREBLE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF DATA OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF OR RELATING TO THIS AGREEMENT, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY, WHETHER BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF THE OTHER PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CONTRACTOR'S TOTAL LIABILITY (INCLUDING ATTORNEYS' FEES) ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED TWICE THE AMOUNT PAID BY CITY UNDER THIS AGREEMENT DURING THE 12-MONTH PERIOD PRIOR TO THE DATE THE CLAIM AROSE, EXCEPT FOR CONTRACTOR'S INDEMNIFICATION OBLIGATIONS, DEATH OR PERSONAL INJURY. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED OR EXCLUSIVE REMEDY.

IN NO EVENT WILL CITY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, TREBLE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF DATA OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF OR RELATING TO THIS AGREEMENT, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY, WHETHER BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF THE OTHER PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CITY'S TOTAL LIABILITY (INCLUDING ATTORNEYS' FEES) ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED TWICE THE AMOUNT PAID BY CITY UNDER THIS AGREEMENT DURING THE 12-MONTH PERIOD PRIOR TO THE DATE THE CLAIM AROSE.

Notwithstanding the aforementioned, the City does not explicitly or impliedly waive its rights to the privileges, rights, immunities, or limitations of liability provided in Section 768.28, Florida Statutes, or any other statutory limitations provided for in Florida Statutes.

7. GENERAL PROVISIONS

1. Assignment. Neither party may assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the other party. Notwithstanding the foregoing sentence, Contractor may assign this Agreement without consent in connection with a corporate reorganization, change of control, consolidation, merger, reincorporation, sale of assets, or other similar transaction or series of transactions. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of, the parties and their respective permitted successors and assigns.
2. Force Majeure. Except for the obligation to pay money, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including an act of war, terrorism, act of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet ("Force Majeure Event"). The delayed party shall give the other party notice of such Force Majeure Event and shall use its reasonable commercial efforts to correct such failure or delay in performance.
3. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without reference to conflict of laws principles. Disputes arising out of or related to this Agreement will be subject to the exclusive jurisdiction of the state and federal courts located in Santa Clara County, California, and the parties hereby agree and consent to the exclusive jurisdiction and venue of these courts.
4. Notices. Any notice given by either party that is required or permitted under these Terms or required by law must be in writing and must be (i) delivered in person, (ii) sent by first class registered mail, or air mail, as appropriate, or (iii) sent by overnight air courier, properly posted and fully prepaid, in each case of (i) through (iii) to the applicable address below. Notices will be considered to have been given at the time of actual delivery in person, 3 business days after deposit in the mail as set forth above, 1 day after delivery to an overnight air courier service.

For City: _____ For Contractor: Michael
O'Dwyer, SwiftComply, 6701 Koll Center Pkwy Suite 250, Pleasanton, CA 94566.

5. Miscellaneous. This Agreement, together with all exhibits attached hereto, is the sole agreement of the parties concerning the subject matter hereof, and supersedes all prior agreements and understandings with respect to said subject matter. No terms of any purchase order, acknowledgement or other form provided by City will modify this Agreement, regardless of any failure of Contractor to object to such terms. Any ambiguity in this Agreement shall be interpreted equitably and the parties waive the application of any rule of construction providing that ambiguities in an agreement will be construed against the party drafting such agreement. The headings in this Agreement are inserted for convenience and are

not intended to affect the interpretation of this Agreement. The words “include” and “including” shall not be construed or interpreted as terms of limitation. The relationship between the parties shall be that of independent contractors. Waiver of any provision of this Agreement or forbearance to enforce any provision by either party shall not constitute a waiver as to any subsequent breach or failure of the same provision or a waiver of any other provision of this Agreement. Any provision found to be unlawful, unenforceable or void shall be modified so as best to accomplish the original intent of the parties to the fullest extent permitted by law, and the remaining provisions of this Agreement will continue in full force and effect. City agrees to comply with all applicable export control laws and regulations related to its use of the Contractor Service. This Agreement may be executed in counterparts. Modifications or amendments to this Agreement must be in writing and executed by an authorized representative of each party.

6. Exhibits. The Exhibits described below and attached to this Agreement shall be deemed to be integral parts of this Agreement and are incorporated into this Agreement. The Agreement and Exhibits shall, to the extent possible, be interpreted as consistent among each other. In the event of any conflict or inconsistency between the terms and conditions in the main body of this Agreement and the terms and conditions in any Exhibit, the terms and conditions of the main body of this Agreement shall control unless otherwise expressly stated in the provision giving rise to the conflict or inconsistency. Any conflict or inconsistency among the Exhibits shall be interpreted in terms most beneficial to the City. Any subsequent amendment or modification of this Agreement or any Exhibit shall not be deemed to eliminate or overwrite an existing provision unless such existing provision is explicitly referenced in the amendment or modification.

Exhibit “A” – Fees

Exhibit “B” – Service Level Agreement

Exhibit “C” – City’s Request for Proposals for Backflow Management Software, RFP #41012821, including all addenda, attachments and exhibits

Exhibit “D” – Contractor’s Proposal in response to RFP #41012821, with the exception of the Service Level Agreement, which is attached herein as Exhibit B; the Delivery Timeline for the implementation is amended only to reflect the actual date of the execution of this Agreement.

Exhibit “E” – City’s Cloud Hosting Policy

SIGNATURE BLOCK ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereunto set their hands and seals, and such of them as are corporations have caused these presents to be signed by their duly authorized officers.

ATTEST:

CITY OF TAMPA

(SEAL) CITY CLERK/DEPUTY CITY CLERK

By: _____
JANE CASTOR, MAYOR

APPROVED AS TO FORM:

SWIFTCOMPLY US OPCO, INC.

MARCELLA T. HAMILTON
ASSISTANT CITY ATTORNEY

OLIVIER TERRIEN
VICE PRESIDENT BUSINESS DEVELOPMENT

BY: _____

ATTEST:

BY: _____
TYPE OR PRINT

(SEAL) CORPORATE SECRETARY
Owner)

TITLE: _____
(Pres., V-Pres., Partner,

Corporation ()
Partnership ()
Individual ()
Incorporated in the State of

If business is individually owned, you must sign before two (2) witnesses:

WITNESS: _____

WITNESS: _____

Fees - Exhibit A

Year 1 - All inclusive for up to 8,000 backflow assemblies tested per year.

- System Set-Up and Onboarding: \$7,500. Invoiced after the contract is signed.
- Subscription Fees: \$11,375. Invoiced after the system goes live.

Subsequent Yearly SaaS Fee (per year) - Including Support, Maintenance, Updates & Upgrades for up to 8,000 backflow assemblies tested per year: \$11.375

Incremental backflow assemblies tested beyond 8,000: \$300 for a batch of 200 backflow assemblies.

Payment is Net 45 days after the day of invoice.

Service Level Agreement - Exhibit B

This Service Level Agreement (“SLA”) is a policy that applies to the use of SwiftComply’s service which have been purchased by the <Customer> (“City”) under Contract between SwiftComply US OpCo Inc., a Delaware corporation (“Contractor”) and the City which is attached hereto (“Contract”), and includes the Subscription Terms (“Subscription Terms”). All terms used herein but not defined will have the meaning given to them in the Contract.

1. Service Commitment

Contractor will use commercially reasonable efforts to make the Contractor Service (as defined in the Subscription Terms) available with a Monthly Uptime Percentage (defined below) of 99.9%, during the term of the Contract (the “Service Commitment”). In the event the Contractor does not meet the Service Commitment, City will be eligible to receive a Service Credit as described below.

2. Definitions

The following capitalized terms shall be given the meaning set forth below:

2.1 “Monthly Uptime Percentage” is calculated by subtracting from 100% the percentage of time during an applicable calendar month in which the Contractor Service was in a state of “Unavailable” for one or more continuous periods of 3 minutes or more. Uptime Percentage measurements exclude downtime resulting directly or indirectly from any SLA Exclusion (defined below).

2.2 “Service Credit” is a dollar credit, calculated as set forth below, that Contractor may credit back to the City as described in Section 4 of this SLA.

2.3 “Unavailable” and “Unavailability” means a period of time during which a City user with valid credentials cannot log into the Contractor Service, retrieve a form, and log out.

3. Service Commitments and Service Credits

Service Credits are calculated, in accordance with the schedule set forth below, as a percentage of the total amounts paid by the City for the Contractor Service that are attributable to the monthly period in which the Unavailability occurred.

Uptime Percentage	Service Credit Percentage
Less than 99.9% but equal to or greater than 99.0% month	10% of the fees attributable to such month
Less than 98.9% but equal to or greater than 95.0% month	20% of the fees attributable to such month
Less than 95.0% month	100% of the fees attributable to such month

Contractor will apply any Service Credits only against future payments otherwise due from the City. Unless otherwise provided in the Subscription Terms, the City’s sole and exclusive remedy

for any unavailability is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA.

4. Credit Request and Payment Procedures

To receive a Service Credit, the City must submit a claim by sending an email to support@swiftcomply.com. To be eligible, the credit request must be received by Contractor by the end of the second billing cycle after which the incident occurred and must include: (i) the words "SLA Credit Request" in the subject line; (ii) the dates and times of each Unavailability incident the City is claiming; and (iii) support request logs that document the errors and corroborate the City's claimed outage.

If the Monthly Uptime Percentage of such a request is confirmed by Contractor and is less than the Service Commitment, then Contractor will issue a Service Credit to the City within one billing cycle following the month in which the City's request is confirmed by Contractor. City's failure to provide the request and other information as required above will disqualify City from receiving a Service Credit.

5. SLA Exclusions

The Service Commitment does not apply to any unavailability, suspension or termination of the Contractor Service, or any other performance issues, that: (i) are caused by factors outside of Contractor's reasonable control, including, without limitation, any force majeure event or Internet access or related problems beyond the demarcation point of the Contractor Service or its direct hosting subcontractors (i.e. beyond the point in the network where Contractor maintains access and control over the Contractor Service); (ii) result from any actions or inactions of City or any third party (other than Contractor's direct hosting subcontractor); (iii) result from City's equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment or software within Contractor's direct control); (iv) result from any scheduled maintenance (provided that Contractor gives the City notice of scheduled maintenance at least 48 hours in advance of the downtime, or, in the event of emergency maintenance, provides notice as soon as practicable); or (v) arise from Contractor's suspension and termination of City's right to use the Contractor Service in connection with any breach or termination by City of the Contract, including the SaaS Subscription Terms (collectively, the "SLA Exclusions").

6. Support Agreement

Contractor provides phone and email support between the hours of 7.00am - 7pm EST, Monday-Friday. The Contractor will use reasonable efforts to respond to the City within the following Initial Response Time goals:

Severity Level Priority	Initial Response Time
Severity Level 1	1 Hour
Severity Level 2	4 Hours
Severity Level 3	24 Hours

Severity Level 4	48 Hours
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“Initial Response Time” is the amount of time between when the City reports a defect in the SwiftComply Software to the Contractor via telephone or e-mail, and the time that the Contractor acknowledges acceptance of the report.

Severity Levels and Correction Goals

The severity levels for reported issues and associated correction times are defined in the table below. Each severity level has an associated temporary correction (workaround) and permanent correction time goals, and SwiftComply shall use reasonable efforts to achieve the correction time goals set forth below. The correction time goals set forth below do not apply in situations where the source of the deviation is a third-party product not provided by SwiftComply.

Severity Level	Condition/Impact	Temporary Correction Goals (Workaround)	Permanent Correction Goals
Severity 1 (High)	Critical business impact. SwiftComply Software has complete loss of service or severe restrictions in a function that is critical to business operations that prevent productive work.	SwiftComply shall use commercially reasonable efforts on a 24x7 basis until the issue is fixed or a suitable workaround is provided. In any event, a fix or suitable workaround shall be provided within 1 business day.	Within 5 business days.
Severity 2 (Medium)	Significant business impact. SwiftComply Software has significant loss of service or degradation of service in a function that is critical to business operations, or severe restrictions in a function that is	SwiftComply shall use commercially reasonable efforts on a 24x7 basis until the issue is fixed or a suitable workaround is provided. In any event, a fix or suitable workaround shall be	Within 10 business days.

	significant to business operations.	provided within 3 business days.	
Severity 3 (Low)	Minimal business impact or correction to Documentation. SwiftComply Software is in full working mode with only minor loss of services.	The issue shall be fixed in the next feasible release. City will be notified when a fix becomes available. In any event, a fix or suitable workaround shall be provided within 60 business days.	In the next feasible release.
Severity 4	Feature request or change other than correction for compliance with Specifications.	As mutually agreed, all feature requests shall be reviewed by SwiftComply before each subsequent release.	As mutually agreed, all feature requests shall be reviewed by SwiftComply before each subsequent release.



City of Tampa
Jane Castor, Mayor

Purchasing Department
Gregory K. Spearman, CPPO, Director

306 E. Jackson Street, 2E
Tampa, Florida 33602

Office (813) 274-8351
Fax: (813) 274-8355

January 13, 2021

REQUEST FOR PROPOSALS (RFP)
FOR
BACKFLOW ASSEMBLY MANAGEMENT SOFTWARE

Pursuant to Chapter 69-1119, Special Acts, Laws of Florida, sealed proposals for **BACKFLOW ASSEMBLY MANAGEMENT SOFTWARE, RFP #41012821** will be received by the Director of Purchasing, City of Tampa, until **JANUARY 28, 2021 4:00 PM (EST)**; then to be opened and read aloud.

A **Non-Mandatory Pre-Proposal Conference** will be held **JANUARY 20, 2021 10:00 AM - 11:00 AM (EST)**, online via Go-To Meeting, to discuss the above referenced subject. Below are the instructions to participate in this online meeting:

PRE-PROPOSAL MEETING - BACKFLOW ASSEMBLY MANAGEMENT SOFTWARE
January 20, 2021 10:00 AM - 11:00 AM (EST)

Please join my meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/502373317>

You can also dial in using your phone.

United States: +1 (646) 749-3112 Access Code: 502-373-317

New to GoToMeeting? Get the app now and be ready when your first meeting starts:

<https://global.gotomeeting.com/install/502373317>

Attached are important instructions and specifications regarding responses to this Request for Proposals. Failure to follow these instructions may result in Proposer's disqualification.

Questions regarding this RFP should be referred to: **Joe Benjamin, CPPO, CPPB, Certified Senior Procurement Analyst**, and shall be submitted by email at Joe.Benjamin@TampaGov.net. If you are unable to attend the pre-proposal conference, questions must be submitted via email 24 hours prior to the pre-proposal conference date and time.

Proposals may be submitted electronically via the Internet as an attachment to an email, addressed to BidControl@Tampagov.net. The subject line of the email should include the RFP number and title listed above. Verification of the City's receipt of a bid submitted by email is the Proposer's responsibility. To verify receipt of proposals sent electronically, Proposers may contact the Purchasing Department at 813-274-8351. Failure of the City to receive such proposal by the date and time specified on the Request for Proposal will result in non-consideration. As an alternative, hard copy proposals including an additional copy on a USB flash drive may be submitted via common carrier to City of Tampa Purchasing Department, 306 E. Jackson St, 2E, Tampa, FL 33602. Shipping envelope must be clearly marked with the RFP number and title number listed above.

PROPOSAL DUE DATE AND PUBLIC OPENING - BACKFLOW ASSEMBLY MANAGEMENT SOFTWARE
January 28, 2021 4:00 PM (EST)

Please join my meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/799522045>

You can also dial in using your phone.

United States: [+1 \(669\) 224-3412](tel:+16692243412) Access Code: 799-522-045

In accordance with the Americans with Disabilities Act ("ADA") and Section 286.26, Florida Statutes, persons with disabilities needing a reasonable accommodation to participate in these public hearings or meetings should contact the City of Tampa's

ADA Coordinator at least 48 hours prior to the proceeding. The ADA Coordinator may be contacted by phone at 813-274-3964, email at TampaADA@tampagov.net, or by submitting an ADA - Accommodations Request online form available at <http://www.tampagov.net/ADARRequest>.

Please note that the City of Tampa may not be able to accommodate any request received less than 48 hours before the scheduled public hearing or meeting.

All Proposals received after the due date and time shall be rejected. Offers by telegram, telephone or transmitted by facsimile (FAX) machine are not acceptable. No bid may be withdrawn or modified after the time fixed for the opening of bids.

STATEMENT OF NO BID

WE WANT YOUR FEEDBACK BECAUSE IT MATTERS TO US

The Purchasing Department's mission is to provide the best specifications in our Bid and Request for Proposals package to receive maximum participation from the industry/market. Please take a few minutes to briefly explain to us why you will not be responding to the City's Bid or Request for Proposal.

GPC LISTING

City of Plant City

Buddy Storey
Purchasing Manager
Drawer C
Plant City, FL 33563
813-659-4270 - Telephone
813-659-4216 - Fax
wstorey@plantcitygov.com

City of Temple Terrace

Judy Crutcher, Assistant Purchasing Agt.
P.O. Box 16930
Temple Terrace, FL 33687
813-506-6420 – Telephone
813-989-7185 – Fax
jcrutcher@templeterrace.com

Clerk of Circuit Court

601 E. Kennedy Blvd.-13th Floor
P.O. Box 1110
Tampa, FL 33601
Phone: (813) 276-8100 Ext.7721
FAX: (813) 272-5521
www.hillsclerk.com

Tampa-Hillsborough County Expressway Authority

1104 East Twiggs St. Suite #300
Tampa, Florida 33602
813-272-6740 – Telephone
813-276-2492 – Fax
Man.Le@tampa-xway.com

Hillsborough Area Regional Transit Authority

Melissa Smiley
4305 E. 21st Street
Tampa, FL 33605
813-623-5835 – Telephone
813-664-1119 – Fax
smileym@gohart.org

Hillsborough Co. Aviation Authority

P. O. Box 22287
Tampa International Airport
Tampa, FL 33622-2287
Phone: (813) 870-8730
FAX: (813) 875-6670
www.tampaairport.com

Hillsborough County School Board

P. O. Box 3408
Tampa, FL 33601-3408
Phone: (813) 272-4329
FAX: (813) 272-4007
www.sdhc.k12.fl.us

Hillsborough Community College

Vonda Melchior, Director of Purchasing
39 Columbia Drive
Tampa, FL 33606
813-253-7060 – Telephone
813-253-7561 – Fax
vmelchoir@hcc.fl.edu

Hillsborough County Board of County Commissioners

Scott Stromer, Director
601 E. Kennedy Blvd., 26th Floor
Tampa, FL 33601
Phone: (813) 272-5790
FAX: (813) 272-6290
procurementservices@hillsboroughcounty.org

Hillsborough Co. Sheriff's Office

Christina R. Porter, Chief Financial Officer
P.O. Box 3371
Tampa, FL 33601
813-247-8032 – Telephone
813-242-1825 – Fax
CRPorter@hcso.tampa.fl.us

State Attorney's Office

Mark Ober, State Attorney
800 E. Kennedy Blvd., 5th Floor
Tampa, FL 33602
813-272-5400 – Telephone
813-272-7014 – Fax
Ober_M@SAO13th.com

Tampa Port Authority

Donna Casey, Procurement Analyst
P.O. Box 2192
Tampa, FL 33601
813-905-5164 – Telephone
813-905-5109 – Fax
dwebb@tampaport.com

Supervisor of Elections

601 E. Kennedy Blvd., 16th Floor
Tampa, FL 33602
Phone: (813) 276-8274
FAX: (813) 272-7043
www.votehillsborough.org

City of Tampa Housing Auth.

Jerome Ryans, President/CEO
1514 Union Street
Tampa, FL 33607
813-253-0551 – Telephone
813-4522 – Fax
irenew@thaf.com

Tampa Sports Authority

Joe Haugabrook, Director of Purchasing
4201 N. Dale Mabry Highway
Tampa, FL 33607
813-673-4300 – Telephone
813-673-4312 – Fax
jhaugabrook@tampasportsauthority.com

Tax Collector

601 E. Kennedy Blvd., 14th Floor
Tampa, FL 33602
Phone: (813) 307-6222
FAX: (813) 307-6521
www.hillstax.org

The Children's Board of Hills. County

1002 E. Palm Avenue
Tampa, FL 33605
Phone: (813) 229-2884
FAX: (813) 228-8122
www.childrensboard.org

University of South Florida

George Cotter, Director
Purchasing Services
4202 E Fowler Ave SVC-1072
Tampa, FL 33620
813-971-3340 – Telephone
gcotter@admin.usf.edu

Property Appraiser

601 E. Kennedy Blvd., 16th Floor
Tampa, FL 33602
Phone: (813) 272-6100
FAX: (813) 272-5519
www.hcpaf.org

Tampa Palms Community Dev. Dist.

16311 Tampa Palms Blvd W
Tampa, FL 33647
Phone: (813) 977-3933
Fax: (813) 977-6571
www.tpoa.net

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SCOPE OF SERVICES

1. INTRODUCTION

The City of Tampa (City) is requesting proposals from all interested parties to provide a backflow assembly management software system ("System") that allows the City's Water Department to manage all city-owned and customer-owned backflow assemblies. The scope of work includes, but is not limited to, existing data transfer, initial program set up, building interface with the City's Cayenta utility management system, onboard training and continuous technical maintenance and support.

2. BACKGROUND

The City has maintained a comprehensive Cross Connection Control program to make sure the water in the distribution system remains safe and meets the drinking water standard. A critical component of this program is the management of backflow assemblies. Per requirements in the Manual of Cross-Connection Control and Backflow Prevention, <https://www.tampa.gov/document/city-tampa-water-department-cross-connection-control-and-backflow-prevention-manual-17431>, approved by City Council, in compliance with Chapter 62-555, the Florida Administrative Code, as revised by the Florida Department of Environmental Protection, as applicable, the City requires commercial customers to install backflow control assemblies to prevent water feeding back into water mains. These devices are to be owned and maintained by the customers and require annual testing. For residential customers, a customer-owned backflow assembly is required whenever a cross connection hazard exists that can potentially contaminate City provided drinking water. An existing auxiliary water supply or dedicated irrigation service would typically require the installation of double check assembly. These residential assemblies require biennial testing. As of December 2019, the City has about 7400 commercial owned backflow assemblies and 200 residential owned backflow assemblies.

All these backflow assemblies are managed by Alexander Tokay software, where the City can track all activities associated with these assemblies. The software provides data field relevant to the specific type of assemblies as well as customer information. Customers currently receive notification for upcoming tests. The software provides web portal allowing testers to directly upload results to the database. The City can upload the results directly as well if not done by customers.

The software is to be interfaced with Cayenta, which is the City's utility billing system.

3. OBJECTIVE

The goal of this project is to provide a robust System that will create an efficient and configurable workflow and allow the City to manage backflow assemblies as well as be able to create meaningful and accurate reports for compliance. The System should be robust, improve communications with customers, allow easy access and results uploading, with the expectation of increasing staff productivity and improving accuracy of compliance reports.

The City's objective is to identify, procure and implement a System that will do the following:

- Provide real time data management and allow City staff to monitor and generate reports on backflow testing status. Preferably a dashboard is provided to allow snapshot of monthly and annual testing progress.
- Produce and issue annual test due notifications with capability to customize the generated mails.
- Ability to upload backflow test results with both user account and administrative account, and with either computers or tablets at the field.
- Further enhance services with easy-to-use web portal allowing customer to upload testing results directly and the City should be able to track such direct upload for potential billing and quality control.
- Store and validate tester's credentials and test kit/gauge calibration credentials. Provide automatic email alert for expiring credentials.
- Provide flexible data configuration allowing reports being generated in standard or customized formats.
- Ability to maintain customer database that can be updated automatically from the City's utility billing system, Cayenta via interface.
- Ability to allow the City to extract and download the entire database upon request or self-initiated program management.
- In addition to other system requirements that are more specifically stated in Attachment D, Functional and Non-Functional Requirements. Successful Proposer agrees that all of its system security requirements,

policies, procedures, personnel, products, and services used to design, build, code, configure, deliver, manage data, integrate, test, and deploy, shall comply with the currently released and applicable City security standards. See Attachment C, the City's Cloud Hosting Policy.

4. STATEMENT OF WORK – BACKFLOW SYSTEM

This section describes the work expected to be performed for a turnkey solution by the Successful Proposer to implement and provide on-going support/maintenance for the Backflow System.

4.1 Functional Scope of Implementation and On-Going Support

The Successful Proposer shall provide all software (including any necessary third-party software), hardware, communications and security necessary to provide the following capabilities to the City. The Successful Proposer shall provide all installation and other professional services necessary to ensure that the system satisfies the detailed requirements specified in Attachment D, Functional and Non-Functional Requirements.

4.2 Project Management

The Successful Proposer shall provide the appropriate project management skills, expertise and experience to execute the Successful Proposer's project implementation methodology. The Successful Proposer's Project Manager is expected to have significant knowledge and experience in all phases of the project management lifecycle and with all application modules to be implemented. The Successful Proposer's Project Manager shall work closely with the City's Project Manager and team members and shall be responsible for completing the tasks required to meet the Successful Proposer's contract deliverables. The Successful Proposer's Project Manager will have overall responsibility for the project and will be expected to perform the following tasks.

4.2.1 Tasks:

4.2.1.1 Provide guidance and direction on all aspects of the project.

4.2.1.2 Develop and maintain a detailed project plan and maintain task completion status and monitor actual against projections. The project plan should address the following implementation and support functions:

- Project Planning
- Communications
- Business Review
- Application Configuration/Validation
- Testing
- Training and Documentation
- Implementation
- Operations, Maintenance & Support

4.2.1.3 Recommend actions to address issues that are encountered.

4.2.1.4 Ensure consistency, quality and timely delivery of proposer's contract deliverables.

4.2.1.5 Manage the implementation in accordance with the project plan and milestones established jointly by the proposer and City during the initialization and planning phases.

4.2.2 Deliverables

4.2.1 Project team organization structure including roles and responsibilities of both the Proposer's and City's resources

4.2.2 Implementation strategy and approach

4.2.3 Detailed project plan and timeline for the implementation

4.3 Communications

The Successful Proposer is responsible for documenting and presenting the project status to the designated project and management teams and for creating the communication strategy for implementation.

4.3.1 Tasks:

4.3.1.1 Conduct weekly status meetings.

4.3.1.2 Conduct project briefings to the Management team as requested.

4.3.1.3 Develop Communication Plan for implementation.

4.3.2 Deliverables:

4.3.2.1 Weekly status reports

4.3.2.2 Implementation Communication Plan

4.4 Infrastructure/Hardware/Environments Configuration and Build Hosted Solution

The Successful Proposer is responsible for the establishment, configuration and maintenance of the architecture required to support the System as specified in the contract.

4.4.1 Tasks:

4.4.1.1 Document the architecture schema of the hosting environment and application support platforms.

4.4.1.2 Document security processes and procedures.

4.4.1.3 Provide guidance to determine additional technology requirements to support the System and its architecture.

4.4.1.4 Assist with configuration of any hardware components to comply with integration requirements.

4.4.1.5 Assist with configuration of any necessary interfaces to/from the System.

4.4.2 Deliverables:

4.4.2.1 Environment architecture overview (production, development, and training).

4.4.2.2 Security overview.

4.4.2.3 Environment maintenance and support strategy and supporting processes.

4.4.2.4 Best practice recommendations for required systems not provided by the hosting service (e.g., desktop hardware/software, internet connectivity, etc.).

4.4.2.5 System interface recommendations and assistance.

4.4.2.5 Hardware device configuration assistance as necessary

4.5 Business Review, Gap Analysis and Solution Recommendation

The Successful Proposer is responsible for identifying, evaluating and recommending solutions to the functional and process gaps between the City's stated requirements and the Successful Proposer solution.

4.6 Data Conversion Analysis, Design and Development

The Successful Proposer is expected to lead the analysis, design, development and testing of the data conversion effort.

4.7 Customization/Interface Analysis, Design and Development

The City desires to implement as "generic" a software package as soon as possible, meaning minimal development, modifications or enhancements to the Successful Proposer's base code.

The Successful Proposer shall coordinate with the City to document the interface with the City's Cayenta Utility Billing System and the Successful Proposer's System.

4.8 Testing

The Successful Proposer shall coordinate with the City to develop and execute a test plan that at a minimum includes:

- Configuration testing (functional tests of base product)
- Interface testing
- User acceptance testing (UAT)
- Pre and Post go-live verification

The City shall be the sole and final approval and acceptance authority for the test results prior to being moved into a production environment.

4.9 Training and Documentation

The Successful Proposer shall provide a comprehensive training plan to incorporate training of the System's functions and processes targeting specific users including Technology & Innovation Department Staff, Water Department Staff, and any other City personnel identified as necessary.

The Successful Proposer shall provide customized electronic documentation which reflects the City's System configuration as needed to support the implementation and on-going administration of the System. Prior to approval and acceptance of a fully operational production system by the City, the Successful Proposer shall provide all the documentation listed as deliverables in this section.

4.10 Implementation

The Successful Proposer is required to provide an agreed upon timeframe of post-implementation support after go-live.

4.11 Operations, Maintenance and Support

The Successful Proposer shall provide on-going operations, maintenance and support for the time period specified in the contract.

4.11.1 The major items that are to be addressed by the Proposer in the response to the RFP for the implementation of the System include the following:

- Software Modules
- Software Maintenance and Support

- Software Upgrades
- Software Licenses
- Software Warranties
- Data Dictionaries for all system components

4.11.2 The successful Proposer should be capable of entering into a multi-year agreement that provides ongoing readily available and reliable support and training (onsite or online), software services or hosting, and software maintenance (upgrades), if applicable.

4.12 On-Going Support and Maintenance.

At a minimum, the proposal must include information and pricing associated with all aspects of ongoing support and maintenance activities as listed herein. On-Going Support and Maintenance must include standard software maintenance, product help desk (at least weekdays 5:00 AM – 5:00 PM Eastern Time), product fixes, product enhancements, and regular product releases based on a defined on-going maintenance fee. If there are alternatives to this level of support, provide this detail and the corresponding pricing. The Proposer should provide its upgrade policies and upgrade history of the proposed solution. The Successful Proposer must have the ability to respond to maintenance support requests with 24 hours. The Proposer should describe the process for the City to request future product enhancements. The Proposer must disclose the on-going costs for product maintenance and upgrades for a five (5) year period in the pricing response.

5. PROPOSER SUBMITTALS

The following must be submitted in the proposal:

5.1 Contract Termination for Default. Has the Proposer’s company had a contract terminated for default in the last five years? Termination for default is defined as notice to stop performance which was delivered to the Proposer due to the Proposer's non-performance or poor performance and the issue of performance was either not litigated due to inaction on the part of the Proposer; or litigated and determined that the Proposer was in default.

If the company has had a contract terminated for default in this period, submit full details including the other party's name, address, and the phone number. Present the company’s position on the matter. City will evaluate the facts and may, at its sole discretion, reject the RFP on the grounds of its past experience.

5.2 Contract Litigation/Legal Proceedings. The Proposer shall identify any pending lawsuits, past litigation relevant to subject matter of this RFP, providing a statement of any litigation or pending lawsuits that have been filed against the Company in the last five years.

If an action has been filed, state and describe the litigation or lawsuit filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or lawsuit has been filed against the company, provide a statement to that effect.

5.3 Conflict of Interest. The City requires that the Proposers provide professional, objective, and impartial advice and at all times hold the City’s interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. The Proposers have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the City, or that may reasonably be perceived as having this effect. If the City, in its sole discretion, determines that a conflict of interest exists, such Proposer shall not be considered for award of this Contract. Failure to disclose said situations may lead to the disqualification of the Proposer or the termination of its Contract.

Any such interests on the part of the Proposer or their employees, must be disclosed in writing to the City on **ATTACHMENT B - CONFLICT OF INTEREST DISCLOSURE FORM** that is included with this solicitation document. This form shall be submitted as part of the proposal documents in Tab 4. Scope of Services. Also, the Proposer is aware of the conflict of interest laws of the State of Florida and the City of Tampa and agrees that they shall fully comply in all respects with the terms of said laws.

Any proposer awarded this Contract for consulting services shall be disqualified from subsequently providing goods or services resulting from or directly related to the Proposer's consulting services under this Contract.

6. MANAGEMENT

If, during the course of the project, the Successful Proposer makes personnel changes, the City has the right of review, acceptance, and/or reject proposed substitute(s). The City will make available the City's management team for interview and consultation during plan(s) development and for review of the draft and final plans.

7. COORDINATION WITH THE CITY

The Successful Proposer shall identify the Project Manager to work in close coordination with the City. The City's Project Manager shall be the City's point of contact. The City shall approve any changes to the Project Manager or personnel assigned to the project.

During the term of the contract, the Project Manager shall meet on-site with the City's Project Manager and/or other designated City officials as necessary, for the purpose of discussing and coordinating work to be performed, or performance of work.

GENERAL CONDITIONS

8. GENERAL INFORMATION

8.1 Proposal Due Date. Sealed proposals will be received no later than the date and time indicated on page one of this document. Proposals will not be accepted after this time.

City of Tampa Request for Proposals are issued electronically via DemandStar's eProcurement bid distribution system. Obtaining Request for Proposals through Demandstar will ensure that vendor will have the following capabilities: receipt of Request for Proposals electronically, track the status of award activity, receive addenda, be certified as a minority vendor to meet the City of Tampa's minority certification requirements, receive the results of awards and view plans and blueprints online electronically. Vendors who obtain specifications and plans from sources other than Demandstar are cautioned that the Request for Proposal packages may be incomplete. The City will not accept incomplete Request for Proposals. Contact Demandstar at 800-711-1712 or visit www.demandstar.com/supplier for more information.

The City is not responsible for errors and omissions occurring in the transmission or downloading of any quote documents, plans, or specifications from this website. In the event of any discrepancy between information on this website and the hard copy quote documents, the terms and conditions of the hardcopy document will prevail. DemandStar has no affiliation with the City of Tampa other than as a service that facilitates communication between the City and its vendors. DemandStar is an independent entity and is not an agent or representative of the City. Communications to DemandStar does not constitute communications to the City. Contact DemandStar at 800-711-1712 or visit www.DemandStar.com/supplier for more information.

8.2 Addendum and Amendment to RFP. If it becomes necessary to revise or amend any part of this RFP, DemandStar will provide notification of the Addendum to all prospective Proposers who received an original RFP from DemandStar (Those who are on the Plan Holders List). Addenda will be posted and disseminated by DemandStar at least five days prior to the bid opening date. Proposers registered as obtaining printed bid documents directly from the City's Purchasing Office will receive Addenda via mail or facsimile from Demandstar. The City will not accept incomplete proposals.

It will be the responsibility of the Proposer to contact DemandStar prior to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda, and to return the executed addenda with the proposal.

8.3 Errors and Omissions. Proposers discovering any ambiguity, conflict, discrepancy, omission, or other error in this RFP, shall immediately notify the City of such error in writing and request modification or clarification of the RFP. Modifications will be made by issuing an addendum and will be given by written notice to all prospective Proposers who received an original RFP from DemandStar (Those who are on the Plan Holders List). Addenda will be posted and disseminated by DemandStar at least five days prior to the RFP opening date. The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in this RFP prior to submitting the proposal or it shall be deemed waived.

8.4 Florida Public Records Law. In accordance with Chapter 119 of the Florida Statutes, and, except as may be provided by Chapter 119 of the Florida Statutes and other applicable State and Federal Laws, all Proposers should be aware that the Proposal and the responses thereto are in the public domain and are available for public inspection and

copying. If the Proposer is asserting that certain information in its Proposal is confidential and/or proprietary and/or exempt from public disclosure, then the Proposer is required to do the following: (1) identify, with specificity, the information which the Proposer asserts is confidential and/or proprietary and/or exempt from public disclosure, (2) place such information (including any applicable electronic media on which such information is contained) in a sealed envelope that is separate from the Proposer's other Proposal documents, (3) clearly label the envelope that contains the confidential, proprietary and/or exempt information as follows: "EXEMPT FROM PUBLIC DISCLOSURE" with Proposer's name and the Proposal number marked on the outside, and (4) specifically cite the applicable Florida Statute(s) that exempts such information from public disclosure - such citation must be placed on the sealed envelope and also on a separate document contained within the sealed envelope along with any relevant explanations. The envelope that contains the Proposer's confidential/proprietary/exempt information must be submitted with the Proposer's other Proposal documents. Proposer is advised that failure to follow the aforementioned instructions may result in Proposer's alleged confidential/proprietary/exempt information being disclosed to the public. This will be the Proposer's "**REDACTED**" copy. All submittals received in response to this Proposal will become the property of the City of Tampa and will not be returned. In the event of an award, all documentation produced as part of the contract will become the exclusive property of the City.*

Be aware that the designation of an item as exempt from public disclosure by a Proposer may be challenged in court by any person or entity. By designation of material in your Proposal submittal as exempt from public disclosure, Proposer agrees to defend the City of Tampa (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to Proposer's designation of material as exempt from public disclosure and to hold harmless the City of Tampa (and its employees, agents and elected and appointed officials) for any award to a plaintiff for damages, costs and attorneys' fees, and for costs and attorneys' fees incurred by the City by reason of any claim or action related to your designation of material as exempt from public disclosure.

***Note: The City will not accept Proposal submittals when the entire submittal is labeled as exempt from public disclosure and the proposal will be deemed non-responsive. Proposer's References and Cost or Price information will be deemed a public record, and if a claim of confidentiality/proprietary information is made, the City may deem the Proposal submittal as "non-responsive".**

8.4.1 In accordance with section 119.071(1)(b)2, Florida Statutes, sealed bids, proposals, or replies received by the City of Tampa pursuant to a competitive solicitation are exempt from section 119.07(1), Florida Statutes and section 24(a), Art. I of the State Constitution until such time as the City of Tampa provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

8.4.2 In accordance with section 119.071(1)(b)3, Florida Statutes, if the City of Tampa rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the City of Tampa concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt from section 119.07(1), Florida Statutes and section 24(a), Art. I of the State Constitution until such time as the City of Tampa provides notice of an intended decision concerning the reissued competitive solicitation or until the City of Tampa withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than 12 months after the initial City of Tampa notice rejecting all bids, proposals, or replies.

8.4.3 The City of Tampa is a public agency subject to Chapter 119, Florida Statutes. In accordance with Florida Statutes, 119.0701, Successful Proposer agrees to comply with Florida's Public Records Law, including the following:

1. Successful Proposer shall keep and maintain public records required by the City to perform the services;
2. Upon request from the City, Successful Proposer shall provide the City with copies of the requested records, having redacted records in total or in part that are exempt from disclosure by law or allow the records to be inspected or copied within a reasonable time (with provision of a copy of such records to the City) on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
3. Ensure that public records, in part or in total that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of the contract term and following completion (or early termination) of the contract if the Contractor does not transfer the records to the City;

4. Upon completion (or earlier termination) of the award, Successful Proposer shall within 30 days after such event either transfer to the City, at no cost, all public records in possession of the Successful Proposer or keep and maintain the public records in compliance with Chapter 119, Florida Statutes. If Successful Proposer transfers all public records to the City upon completion (or earlier termination) of the award, Successful Proposer shall destroy any duplicate records that are exempt or confidential and exempt from public records disclosure requirements. If Successful Proposer keeps and maintains public records upon completion (or earlier termination) of the award, Successful Proposer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.
5. The failure of Successful Proposer to comply with Chapter 119, Florida Statutes, and/or the provisions set forth above shall be grounds for immediate unilateral termination of the contract by the City; the City shall also have the option to withhold compensation due Successful Proposer until records are received as provided herein.
6. **IF THE SUCCESSFUL PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE SUCCESSFUL PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AWARD, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813/274-8351, COTPurchasingPRR@tampagov.net, AND MAILING ADDRESS OF PURCHASING DEPARTMENT, TAMPA MUNICIPAL OFFICE BUILDING, 2ND FLOOR, 306 E. JACKSON STREET, TAMPA, FL 33602.**

Note: Acknowledgement of the Florida Public Records Law must be submitted with the proposal, under Section 10. Content of Proposal, Subsection 2.

8.5 City Of Tampa Ethics Code. The Proposer shall comply with all applicable governmental and city rules and regulations including the City's Ethics Code which is available on the City's Website. (City of Tampa Code, Chapter 2, Article VIII. - Section 2-522)

Moreover, each Proposer responding to this Invitation to Bid or Request for Proposal acknowledges and understands that the City's Charter and Ethics Code prohibit any City employee from receiving any substantial benefit or profit out of any contract or obligation entered into with the City, or from having any direct or indirect financial interest in effecting any such contract or obligation. The Successful Proposer shall ensure that no City employee receives any such benefit or interest as a result of the award of this Invitation to Bid or Request for Proposal. (City of Tampa Code, Chapter 2, Article VIII. - Section 2-514(d))

Please note that the City's Ethics Code may be accessed on the Internet by utilizing the website link <http://www.tampagov.net/human-resources/info/lobbyist-information> or can be found in the City of Tampa's municipal codes published online by the Municipal Code Corporation at the website link https://www.municode.com/library/fl/tampa/codes/code_of_ordinances. Printed copies of the Ethics Code can also be obtained from the City Clerk's Office for a fee of \$0.15 cents a page.

8.6 Warranties and Guarantee. The City of Tampa will not accept any disclaimer of the warranties of merchantability and fitness for a particular purpose for the products offered. Proposals will clearly state any additional warranties and guarantees against defective materials and workmanship. A copy of the complete manufacturer's warranty statement is to be submitted with the proposal.

The material(s) supplied shall be guaranteed to be free from defect of composition, conception and workmanship for a minimum period one-year from the date of installation and final acceptance by the City. Any parts or

portions found not in accordance with this RFP will be rejected by the City and returned to the Successful Proposer at the Successful Proposer's expense for immediate replacement.

8.7 Copyrights and Patent Rights. Proposer warrants that there has been no violation of copyrights, patent or other intellectual or proprietary rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this Proposal, and Successful Proposer agrees to indemnify, defend and hold the City harmless from any and all liability, loss or expense by any such violation including litigation costs and attorneys' fees through the appellate process, and damages which may be incurred by reason of any infringement at any time during the prosecution or after the completion of work.

8.8 Procurement Protest Procedures. A protest must be filed with the Director of the soliciting Department within five (5) business days of posting the City's intent to award and may be filed by an actual Proposer or proposer, who is allegedly aggrieved in connection with the issuance of a bid solicitation, proposal solicitation or pending award of any contract in any competitive process utilized by the City of Tampa for procurements of supplies, materials or services and construction of public improvements and has standing to protest under Florida Law. Any protest must be filed in accordance with the City of Tampa Code, Chapter 2, Article V, Division 3, Purchases and Contracts, Section 2-282, Procurement Protest Procedures. Protests not complying with the provisions of this Section shall not be reviewed.

All dates and times specified in the Protest Procedures in Section 2-282 are calculated as city business days. A City business day shall mean 8:00 am to 5:00 pm Monday through Friday, with the exception of city holidays. In all instances any document required to be transmitted by a certain date must be received in the required office by 4:30 pm. An envelope which is postmarked by the required date is not sufficient. Transmittal by fax, email or other electronic means may be accepted. However, it shall be the responsibility of the party transmitting the document(s) to ensure that the document(s) were received, and the transmitting party shall bear any risk of interruption or failure in the electronic transmission.

8.9 WMBE Participation. The City of Tampa administers the Women/Minority Business Enterprise (WMBE) Program to promote the inclusion of WMBE Companies in procurement solicitations and contract awards. The City actively solicits participation in this project by City Certified WMBE Companies deemed **underutilized**. To obtain a list of the City's Certified WMBE Companies, visit the Equal Business Opportunity (EBO) website at <https://itampa.ads.cot/ebo>. Under Programs and Services select WMBE and SLBE Directories. These directories include WMBE Certified Companies which are listed by Type of Services and by Company Names.

NOTE: In accordance with Chapter 26.5 , City of Tampa Code of Ordinances, the City of Tampa's WMBE policies are narrowly-tailored to identify **underutilized** WMBEs by Industry Category. Proposers who are certified within the **underutilized** category for the work/scope detailed herein or subcontract with firms that are certified within the **underutilized** category will be eligible for weighted points in the selection process. Refer to **MBD Form 70** to identify **underutilized** WMBEs by Industry Category and Section 4. Evaluation of Proposals for the WMBE Participation scoring criteria for this REP. **For this RFP the underutilized WMBE Industry Category is "Professional Services".**

8.10 SLBE Participation. In an effort to promote increased opportunities for Small Local Business Enterprises (SLBEs), the City actively solicits the participation of certified SLBE firms in the performance of contracts. To obtain a list of the City's Certified SLBE Companies, visit the Equal Business Opportunity (EBO) website at <https://itampa.ads.cot/ebo>. Under programs and Services select WMBE and SLBE Directories. These directories include SLBE Certified Companies which are listed by Type of Services and by Company Names.

NOTE: In accordance with Chapter 26.5, City of Tampa Code of Ordinances, SLBE vendors are eligible for weighted points in the selection process. Refer to Section 4. Evaluation of Proposals for the SLBE participation scoring criteria for this RFP.

For additional information visit the Equal Business Opportunity Office at <https://itampa.ads.cot/ebo>.

8.11 Incurred Expenses. The City is not responsible for any expenses which Proposers may incur in the preparation and submittal of proposals requested by this RFP, including but not limited to, costs associated with travel, accommodations, interviews or presentations of proposals.

8.12 Proposals Binding. All proposals submitted shall be binding for 180 calendar days following the opening.

8.13 Non-Discrimination in Contracting and Employment. The following provisions are hereby incorporated into any contract executed by or on behalf of the City of Tampa (City).

The Successful Proposer shall comply with the following Statement of Assurance:

During the performance of this Contract, the Successful Proposer herein assures the City, that said Successful Proposer is in compliance with Title VII of the 1964 Civil Rights Act, as amended, the Florida Civil Rights Act of 1992, and the City of Tampa Code of Ordinances, Chapter 12, in that the Successful Proposer does not on the grounds of race, color, national origin, religion, sex, sexual orientation, gender identity or expression, age, disability, familial status, or marital status, discriminate in any form or manner against said Successful Proposer's employees or applicants for employment.

The Successful Proposer understands and agrees that this Award/Contract is conditioned upon the veracity of this Statement of Assurance, and that violation of this condition shall be considered a material breach of this Award/Contract. Furthermore, the Successful Proposer herein assures the City that said Successful Proposer will comply with Title VI of the Civil Rights Act of 1964 when federal grant(s) is/are involved. This Statement of Assurance shall be interpreted to include Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability.

The Successful Proposer further acknowledges and agrees to provide the City with all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors, suppliers and vendors in connection with this Award/Contract. The Successful Proposer further acknowledges that it must comply with City of Tampa Code of Ordinances, Chapter 26.5.

8.14 Proposer's Criminal History Screening Practices. Per City of Tampa Code of Ordinances, Section 2-284, Proposer(s) may identify whether or not they perform criminal history screenings similar in nature to the practices contained in Chapter 12, Article VI, City of Tampa Code of Ordinances. The City of Tampa's municipal codes are published online by the Municipal Code Corporation at the website link https://www.municode.com/library/fl/tampa/codes/code_of_ordinances.

8.15 Equal Opportunity. The City of Tampa hereby notifies all Bidders/Proposers that all eligible businesses, including Small Local Business Enterprises (SLBEs) and Women/Minority Business Enterprises (WMBEs) will be afforded a full opportunity to participate in any Award/Contract made by the City of Tampa pursuant to this present proposal matter and will not be subjected to discrimination on the basis of race, color, national origin, religion, sex, sexual orientation, gender identity or expression, age, disability, familial status, or marital status. The City of Tampa prohibits any person involved in City of Tampa contracting and procurement activities, to discriminate on the basis of race, color, national origin, religion, sex, sexual orientation, gender identity or expression, age, disability, familial status, or marital status.

8.16 Governing Law/Venue. The laws of the State of Florida (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its interpretation, construction, performance, and enforcement. The parties hereto submit to the exclusive jurisdiction and venue of the state and federal courts located in Hillsborough County, Florida.

8.17 Compliance with Laws. The Successful Proposer shall comply with all applicable laws, ordinances, codes, rules and regulations of the Federal Government, State of Florida, Hillsborough County, and the City of Tampa. It shall be the responsibility of the Successful Proposer to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Failure to comply with all applicable laws, ordinances and codes may lead to termination of the contract.

8.18 Force Majeure. If a Force Majeure Event occurs, the party that is prevented by that Force Majeure Event from performing any one or more obligations under this award/contract (the "Nonperforming Party") will be excused from performing those obligations, on condition that it complies with its obligations herein. "Force Majeure Event" means, with respect to the Nonperforming Party, any event or circumstance, regardless of whether it was foreseeable, which was not caused by the Nonperforming Party, which prevents the Nonperforming Party from complying with any of its obligations under this award/contract, on condition that the Nonperforming Party uses reasonable efforts to comply with its obligations, except that a Force Majeure Event will not include any strike or other labor unrest that affects only one party, economic hardship of a party, an increase in prices, changes in market conditions, or a change of law. Upon the occurrence of the Force Majeure Event, the Nonperforming Party shall notify the other party in writing within ten (10) days of the occurrence of that the Force Majeure Event, its effect on performance, and how long that party expects the Force Majeure Event to last. Thereafter the Nonperforming Party shall update the other party as

reasonably necessary. During a Force Majeure Event, the Nonperforming Party shall use reasonable efforts to limit damages to the other party and to resume its performance under this award/contract. The other party has the right to terminate the award/contract if the Non-Performing Party's Force Majeure Event continues for more than a reasonable time.

8.19 Survival. Provisions related to licensing, indemnification, governing law, venue, confidentiality, and any provision by its nature should survive termination of the contract, shall survive termination of contract.

8.20 Audit Rights. Awardee agrees that the City or its authorized representative shall have access to, and the right to audit, examine, or reproduce, the financial books and records of Awardee related to Awardee's performance under the contract. Awardee shall retain all such records for a minimum period of six (6) years from the date of termination of the contract, including any renewal or extension hereof, or for such longer period of time as required by federal or state law, and shall be extended until the completion of any audit in progress. Awardee must keep all financial records in a manner consistent with generally accepted accounting principles. Awardee must provide access during normal business hours to the requested records no later than ten (10) calendar days after the written request by the City or its authorized representative. If any audit reveals any material deviation from the contract requirements, any misrepresentations or any overcharges to the City, the City will be entitled to recover damages, as well as the cost of the audit. Any adjustments or payments which must be made as a result of any such audit or inspection of the Awardee's invoices or records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) calendar days, from presentation of the City's audit findings to the Awardee. Awardee shall include this right to audit section in any subcontractor agreements entered into in connection with this contract.

8.21 Scrutinized Companies. Section 287.135, Florida Statutes prohibits agencies from contracting with companies for goods or services of any amount that are (1) on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes or are engaged in a boycott of Israel, and (2) with companies for goods or services of \$1 million or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes or are engaged in business operations in Cuba or Syria.

A company that is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel may not bid on, submit a proposal for, or enter into a contract or renew a contract with an agency or local government entity for goods or services of any amount.

A company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria may not bid on, submit a proposal for, or enter into a contract or renew a contract with an agency or local government entity for goods or services of \$1 million or more.

Notwithstanding the aforementioned, the City may on a case-by-case basis permit a company on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, or are engaged in business operations in Cuba or Syria to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services if the conditions set forth in Section 287.135(4) of the Florida Statutes are met.

If the City determines the Proposer submitted a false certification under Section 287.135(5) of the Florida Statutes upon submission of a bid or proposal, entering into a contract, on contract renewal, or if the Successful Proposer has been placed on the Scrutinized Companies with Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel or is engaged in business operations in Cuba or Syria, the City shall either terminate the contract after it has given the Successful Proposer notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes.

8.24 Data Collection. Pursuant to Section 119.071(5)(a), Florida Statutes, social security numbers collected from Proposers are used for identification, verification, and tax reporting purposes.

8.25 Indemnification. The Contractor/Successful Proposer/Awardee/Firm (collectively the "Firm") releases and agrees to defend, indemnify and hold harmless the City of Tampa, its officers, elected and appointed officials, and employees from and against any and all liabilities, claims, suits, damages, charges, or expenses (including attorney's fees, whether at trial or appeal) which the City may suffer, sustain, incur, or in any way be subjected to by reason or as a

result of any act, negligence, or omission on the part of the Firm, its agents or employees, in the execution or performance of the obligations assumed under or incidental to, the Award/Contract/Agreement (collectively the "Agreement") into which the Firm and the City will enter, except when caused solely by the fault, failure, or negligence of the City, its agents, or employees. Where the Agreement is for a construction contract for the City, this Section shall be limited to the provisions of Section 725.06, Florida Statutes, with the greater of \$1 Million Dollars or a sum equal to the total contract price set as the monetary limitation on the extent of the indemnification.

8.26 Employee Verification. In accordance with Section 448.095, Florida Statutes, the Successful Proposer/Contractor agrees to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the award/contract for the services specified in the award/contract. The Successful Proposer/Contractor must also include a requirement in subcontracts that the subcontractor must register with and utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the award/contract term. If the Successful Proposer/Contractor enters into a contract with a subcontractor, the subcontractor must provide the Successful Proposer/Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Successful Proposer/Contractor shall maintain a copy of such affidavit for the duration of the award/contract. If the City has a good faith belief that the Successful Proposer/Contractor has knowingly violated Section 448.09(1), Florida Statutes, the City shall terminate the Contract with the Successful Proposer/Contractor, and the Successful Proposer/Contractor may not be awarded a contract with the City for at least 1 year after the date on which the award/contract was terminated. The Successful Proposer/Contractor is liable for any additional costs incurred by the City as a result of the termination of the award/contract. If the City has a good faith belief that a subcontractor knowingly violated the law, but the Successful Proposer/Contractor has otherwise complied with the law, the City shall promptly notify the Successful Proposer/Contractor and order the Successful Proposer/Contractor to immediately terminate the award/contract with the subcontractor.

9. QUESTIONS REGARDING SPECIFICATIONS OR PROPOSAL PROCESS

9.1 Questions. To ensure fair consideration for all Proposers, the City prohibits prospective Proposers' communication with any department or employee during the submission process. Questions relative to the interpretation of the Scope of Services or the proposal process shall be addressed to the City during the pre-proposal conference, or questions can be submitted via email ten days prior to the RFP opening date and time, addressed to the individual(s) identified in the solicitation.

9.2 Communication Policy. During any solicitation period, including any protest and/or appeal, no contact with City officials or employees, other than with the individuals specifically identified in the solicitation, the Director of Purchasing or the legal department is permitted from any proposer. Such communication shall result in an automatic disqualification for selection in the pending solicitation and any subsequent City solicitations for a period of six (6) months, no matter the outcome of the solicitation or any protest and/or appeal.

10. CONTENT OF PROPOSALS

10.1 Proposer Responsibility. Proposers are advised that the City's ability to evaluate proposals is dependent in part on the Proposer's ability and willingness to submit proposals which are well ordered, detailed, comprehensive and readable. Clarity of language and adequate, accessible documentation is essential. Proposers should maintain the sequence of sections as they are depicted in the RFP. It is the Proposer's responsibility to examine all specifications and conditions thoroughly and comply fully with specifications and all attached terms and conditions.

It is the Proposer's responsibility to provide a full and complete written response that does not require interpretation or clarification by the City. The Proposer is to provide all requested materials, forms and information. The Proposer is responsible to ensure the materials submitted will properly and accurately reflect the Proposer specifications and offering. During scoring and evaluation (prior to any interviews), the City will rely upon the submitted materials and shall not accept materials from the Proposer after the RFP deadline; however, this does not limit the right of the City to consider additional information (such as references that are not provided by the Proposer but are known to the City, or past experience by the City in assessing responsibility), or to seek clarifications as needed by the City.

10.2 Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to fulfill the requirements of the proposal. Proposal and the required copies shall be presented in Sections outlined below, with pages single or double sided and identified with page numbers. **Failure to follow these instructions could result in your proposal being disqualified.**

Proposals may be submitted electronically via the Internet as an attachment to an email, addressed to BidControl@Tampagov.net. The subject line of the email should include the RFP number and title listed above. Verification of the City's receipt of a bid submitted by email is the Proposer's responsibility. To verify receipt of proposals sent electronically, Proposers may contact the Purchasing Department at 813-274-8351. Failure of the City to receive such proposal by the date and time specified on the Request for Proposal will result in non-consideration.

If submitting hard copy proposal, the Proposer shall provide the following:

- One (1) original proposal marked "**ORIGINAL**". The original proposal is the City's official record and recording of the proposal being submitted.
- One (1) electronic copy on USB Drive. The proposal shall be one (1) PDF document.
- One (1) redacted copy of the proposal marked "**REDACTED**". If applicable, provide one redacted copy of the proposal with the original following the instructions stated under General Information, Section 8.4 Florida Public Records Law.

In order to insure a uniform review process and to obtain the maximum degree of comparability, it is required that proposals be organized in the following manner and identified in sections:

- **Title Page.** Type the name of Proposer's agency/firm, address, telephone number, name of contact person, email address, date, and the title of the RFP.
- **Table of Contents.** Include a clear identification of the written material by section and by page number.
- **Proposal Submittal Check List.** Complete and submit Attachment A. for compliance of certain requirements identified in the RFP package.
- **Section 1. Addenda.** Include a copy of the addendum, or addenda associated with the RFP, if applicable. Incomplete proposals will not be considered.
- **Section 2. Florida Public Records Law.** Include a written acknowledgement of the Florida Public Records Law requirements from General Information, Section 8.4.
- **Section 3. Response to Proposal.** Specifically state the Proposer's understanding of the work to be accomplished and make a positive commitment to accomplish the goals of the project outlined in **SECTION 3 - OBJECTIVE.**
- **Section 4. Statement of Work.** Include all the requirements and/or documentation requested under **SECTION 4 - STATEMENT OF WORK – BACKFLOW DEVICE SYSTEM.**
- **Section 5. References.** Include a reference list of at least three clients to whom the Proposer has provided services similar to those being proposed to the City, preferably with a database of similar size or larger. This list will include the following information:

Name of Client
Date of Services
Address
Contact Person
Telephone Number
Email Address

- **Section 6. General Statement of Experience.** Include a written, verifiable statement of experience in providing and managing similar services. If the Proposer does not possess an experience similar to the services required, Proposer shall provide any pertinent information or experience Proposer feels may qualify Proposer for consideration of award.
- **Section 7. Operational Plan.** Include a narrative description and/or organizational chart outlining the methods of operation, operational structure, and services to be provided by the Proposer. This

description should fully and completely demonstrate the Proposer's intended methods for servicing the requirements. Proposers are also encouraged to provide any other pertinent information that will assist the City in evaluating the proposed method of operation.

A fee structure for initial set up, continuous support and managing the database shall be outlined. Please be aware that the City does not intend to incur additional cost to either customers or third parties as compared to their current expense. Any proposal not meeting this requirement will be excluded.

- **Section 8. Sub-Contracting Submittals.** No Successful Proposer shall assign the award/contract or any rights or obligations thereunder without the written consent of the City. **The Successful Proposer shall be required to perform with its own forces at least fifty-one (51) percent of the work, unless written consent to subcontract a greater percentage of the work first obtained by the City.** In the event of such approved subcontracting, the Successful Proposer agrees to provide the City with written documentation relative to the Subcontractor(s) solicited, or that will be employed in this award, including but not limited to submittal of attached the following Schedule of Sub-Contracting Forms:
 - Schedule of All Sub-Contractors/Consultants/Suppliers Solicited - MBD 10
 - Schedule of Sub-Contractors/Consultants/Suppliers to be Utilized - MBD 20

These forms must be completed (including signatures) and submitted with all bids or proposals. Submittals that do not contain these completed forms shall be deemed "non-responsive". Instructions on completing the forms are included after each form in this bid package.

Subcontractor shall be defined as; a business enterprise, firm, partnership, corporation, consultant or combination thereof having a direct contract with a prime contractor for any portion of the advertised work that is awarded by the owner/owner's representative.

Supplier shall be defined as; a business enterprise that either directly contracts with a Prime Contractor/Consultant or directly contracts with a Subcontractor under such Prime Contractor/Consultant to provide materials, supplies or equipment in connection with a Contract awarded by the owner/owner representative. A Supplier may be a regular dealer, distributor or manufacturer.

- **Section 9. Compensation.** Submit an **all-inclusive cost statement.** Provide a detailed cost statement for providing the services indicated in Section 4. Statement of Work, that includes itemize fees, expenses and any optional costs.

The Proposer and its staff assigned to provide Services for the City shall include travel and accommodation expenses in the proposal price. The Proposer shall comply with the City's current travel policy; coach/business class airfare seven-day advance booking, medium rate hotel accommodations if applicable, economy/midsize car rental and per diem of Breakfast \$8.00, Lunch \$12.00, Dinner \$18.00, and current IRS mileage reimbursement rate. Original receipts must be submitted in order for the Successful Proposer to be reimbursed for travel expenses.

- **Section 10. Proposer's Affirmation.** Complete, submit and have notarized the Proposer's Affirmation form provided in the RFP Package. This form must be signed by an authorized representative of the firm as defined below.
- **Section 11. Proposal Signature Form.** Complete and submit the Proposal Signature form and Requested Voluntary Information Regarding Proposer's Initial Employment Application Content form provided in the RFP Package. These forms must be signed by an authorized representative of the firm as defined below:

When Proposer is a corporation, the president, vice president or other person duly authorized to bind the corporation shall set out the corporate name in full beneath which he/she shall sign his/her name and give the title of his/her office or position. The proposal shall also bear the seal

of the corporation attested by its corporate secretary. Proposals signed by a person other than an officer of the corporation, shall be accompanied by evidence of authority.

When the Proposer is a partnership, the proposal shall be signed in the name of the partnership by a general partner or other person duly authorized to bind the partnership. The capacity and authority of the person signing shall also be given.

When the Proposer is an individual or sole proprietorship, the proposal shall be signed by the individual owner, stating name and style under which the Proposer is doing business.

If the Proposer is doing business under a fictitious name, the Proposer must submit a copy of Certificate of Registration with the Florida Secretary of State.

When the Proposer is a joint venture, each joint venturer must sign the proposal as hereinabove indicated.

NOTE: Failure to submit the Proposal Signature Form executed or failure to submit the Proposal Signature Form in the proposal package will result in the proposal being non-responsive. **NO EXCEPTIONS.**

11. EVALUATION OF PROPOSALS

11.1 The City will not be under any requirement to complete the evaluation by any specific date and reserves the right to suspend or postpone the evaluation process should the need arise due to budget constraints, time constraints or other factors as directed by the City. However, it is anticipated that the review/evaluation process will be completed in a timely manner.

A Proposal Evaluation Committee will be established to review and evaluate all proposals submitted in response to this RFP. The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided and other evaluation criteria as set forth in this RFP. The contract will be awarded to the most qualified Successful Proposer per the evaluation criteria listed below.

EVALUATION CRITERIA	MAXIMUM POINT VALUES
Cost to the City	20 points
Firm's Experience and Qualifications	35 points
Responsiveness to the Scope of Services	25 points
WMBE/SLBE Participation	20 points
TOTAL POINTS	100 points

11.2 Application of WMBE and SLBE Evaluation Points. During the evaluation of proposals for WMBE and SLBE participation, the Minority and Small Business Development Office will be responsible for assigning the points under these criteria. WMBE and SLBE points will be determined as follows:

Points are determined by the Equal Business Opportunity Program as follows (Requires Form 50-GFECF):

1. A maximum of twenty (20) rating points may be awarded when the Proposer is a City of Tampa Certified WMBE firm deemed underutilized within the Industry category established by the RFP.
2. A maximum of fifteen (15) rating points may be awarded when the Proposer is a City of Tampa certified SLBE with meaningful participation by City certified WMBE/SLBE sub-contractors/consultants.
3. One to Fifteen (1-15) rating points may be awarded when the Proposer is not a City of Tampa certified WMBE/SLBE prime contractor but utilizes either Underutilized WMBE and/or SLBE certified firm(s) as sub-contractors/consultants and assigned to perform meaningful segments of the contractual services detailed herein and documented on the enclosed MBD Form 10-20.

4. A maximum of seven (7) “discretionary” rating points may be awarded when the Proposer provides WMBE/SLBE participation from an external agency recognized by the City. Discretionary points may be awarded for ancillary participation (see definition). The point values for ancillary participation may be subordinate to weighted values outlined in categories A, B and C above.

NOTE: *WMBE participation is narrowly tailored (per policy) to target underutilization of affected groups in specific trade/industry categories. Any WMBE/SLBE achievement that was not designated on MBD Form 70 is considered ancillary. Ancillary participation may be counted with overall participation and credited to your rating points when underutilization criteria are met.

The maximum number of points available for WMBE and/or SLBE participation will not exceed a total of twenty (20) points.

The evaluation includes but is not limited to the following criteria:

- Diversity of WMBE/SLBE subcontractors listed to be utilized (MBD Form 20)
- Percentage of proposal/scope committed to WMBE/SLBE subcontracting
- The collective factors in determining the total points awarded will be based on the overall weight of evidence in the proposal that specified the participation.

In all cases, the Proposer and/or subcontractor(s) must be WMBE and/or SLBE certified prior to the opening date and time of the RFP to be eligible to earn WMBE/SLBE rating points. As proof of certification, include copies of all WMBE and SLBE certificates in the proposal. The evaluation process of WMBE and SLBE participation will be evaluated by the City of Tampa’s Minority and Small Business Department Office. The Successful Proposer will be required to execute MBD Form 40 (Letter of Intent-LOI) with their subcontractors/sub-consultants prior to award.

11.3 Proposals will be evaluated and rated based on the criteria stated in this RFP, including but not limited to the following:

11.3.1 Responsiveness of the Proposal to the scope of work.

11.3.2 Ability, capacity, and skill of the Proposer to perform the scope of work.

11.3.3 Experience of the business and individual members of the business in accomplishing similar services.

11.3.4 Responses of the client references.

11.3.5 Such other information that may be required or secured.

11.4 SHORT- LISTING

The Evaluation Committee at its sole discretion may create a short-list of the highest scored proposals based on the preliminary evaluation against the evaluation criteria. Only those short-listed Proposers would be invited to participate in interviews and/or presentations, demonstrations or product testing. Upon conclusion of any interviews and/or presentations, demonstrations or product testing, the Evaluation Committee will finalize the scoring against the evaluation criteria.

11.5 INTERVIEWS/DEMONSTRATIONS

If requested, Proposers may be required to participate in on-site interviews and conduct demonstrations to the City’s Evaluation Committee and other City representatives, in order to clarify the proposal submitted and present the Proposer’s proposed solution. Additionally, the Proposer’s key personnel may be required to be in attendance during this process.

Proposers should be prepared to discuss and substantiate any of the areas of the proposal submitted, as well as its qualifications to furnish the specified products and services. The interviews and demonstrations will be scored by the Evaluation Committee.

Notwithstanding the possibility of a request for an on-site interview and demonstrations, Proposers shall not rely on the possibility of such a request and shall submit a complete and comprehensive written response to this solicitation. Any costs incurred for the interviews and the oral demonstrations are the responsibility of the Proposer.

11.6 The City reserves the following rights to:

11.6.1 Conduct pre-award discussion and/or pre-award/contract negotiations with any or all responsive and responsible Proposers who submit proposals determined to be reasonably acceptable of being selected for award; conduct personal interviews or require presentations of any or all Proposers prior to selection; and make investigations of the qualifications of Proposers as it deems appropriate, including, but not limited to, a background investigation conducted by the Tampa Police Department or any other law enforcement agency.

11.6.2 Request that Proposer(s) modify its proposal to more fully meet the needs of the City or to furnish additional information as the City may reasonably require.

11.6.3 Accord fair and equal treatment with respect to any opportunity for discussions and revisions of proposals. Such revisions may be permitted after submission of proposals and prior to award.

11.6.4 Negotiate any modifications to a proposal that it deems acceptable, waive minor irregularities in the procedures, and reject any and all proposals.

11.6.5 Process the selection of the successful Proposer without further discussion.

11.6.6 Waive any irregularity in any proposal, or reject any and all proposals, should it be deemed in its best interest to do so. The City shall be the sole judge of Proposers' qualifications and reserves the right to verify all information submitted by the Proposers. The proposal selected will be that proposal which is judged to be the most beneficial to the City.

11.7 Financial Statements. The City reserves the right to request that Proposers submit their annual financial statements for the last three fiscal years, including company financial statement summaries, certified by a Certified Public Accountant. If the organization has been in business for a period of less than three years, Proposers may be required to submit a detailed business plan in addition to any pertinent information that would allow the City to evaluate the sufficiency of financial resources and the ability of the business to successfully perform the services enumerated in the contract. Unless otherwise stated, such requests would be made after the submission of the proposals and prior to award of a contract.

12. ADDITIONAL CONTRACT TERMS

12.1 Basis of Award. A contract will be awarded to the most responsible and responsive Proposer whose proposal meets the needs of the City to the best degree. **OFFICIAL AWARD WILL BE MADE BY CITY OF TAMPA PURCHASE ORDER ONLY.**

Prior to award resulting from this solicitation, the Successful Proposer shall be registered to transact business in the State of Florida, and shall furnish the City with proof of registration with ten days of the notice to do so by the City. Failure to promptly submit this evidence of qualification to transact business in the State of Florida may be a basis for rejection of the proposal.

Any Proposer who is owing to the City of Tampa upon any debt, contract, or other obligation to the City, or who is a defaulter as a surety or otherwise, will not be eligible for consideration for contract award regarding this solicitation.

12.2 Award/Contract Term. The period of the contract shall be for a (1) one-year period from the effective date of the award, and may, by mutual written agreement, be renewed at the same terms and conditions for four additional one-year periods.

12.2.1 Supplemental Unilateral Renewal Periods. The City, through its Director of Purchasing, has the option and reserves the right to unilaterally extend the original contract term or any renewal term for up to three (3) additional thirty (30) day periods, at the same terms and conditions. Notice of the City's intent to renew shall be provided by the City in writing to the Successful Proposer prior to the expiration of the contract, or the renewal period if the contract has been previously renewed.

12.3 Non-Appropriation of Funds. In the event no funds or insufficient funds are appropriated for expenditures under this award, the City will notify the Successful Proposal in writing of such occurrence and the award shall terminate without penalty or expense to the City on the last day of the fiscal year in which sufficient funds have been appropriated.

12.4 Award Termination. When deemed to be in the best interest of the City, the City may cancel any award resulting from this specification by the following means:

10-day written notice with cause; or

30-day written notice without cause.

12.5 Addition/Deletion. The City reserves the right to add to or delete any service/item from this proposal or resulting agreements when deemed to be in the best interest of the City.

12.6 Proposal Prices. Prices quoted in the proposal shall include any and all shipping costs, shipped F.O.B. Tampa, FL, or to the facility location specified by the requestor or the purchase order.

All taxes of any kind and character payable on account of the work done and materials furnished under the contract shall be paid by the Successful Proposer and shall be deemed to be included in the proposal. The laws of the State of Florida provide that sales tax and use taxes are payable by the Successful Proposer upon the tangible personal property incorporated in the work and such taxes shall be paid by the Successful Proposer and shall be deemed to have been included in the proposal. The City is exempt from all State and Federal sales, use and transportation taxes.

Proposal prices include all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the work. Whenever the Successful Proposer is required or desires to use any design, device, material or process covered by letters of patent or copyright, the Successful Proposer shall indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims for infringement by reason of the use of any such patented design, tool, material, equipment, or process, to be performed under the contract, and shall indemnify the said City, its officers, agents, and employees for any costs, expenses and damages which may be incurred by reason of any infringement at any time during the prosecution or after the completion of the work. The duty to defend under this paragraph is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Successful Proposal, the City and any indemnified party. This provision shall survive the termination of this contract and shall continue in full force and effect so long as the possibility of any liability, claim or loss exists, unless otherwise prohibited by law.

12.7 Government Purchasing Council. Hillsborough County Government Purchasing Council ("GPC") members, may, at their discretion or option, utilize this bid as they require. Estimated quantities for Hillsborough County GPC members have not been included in the Bid Response form. Purchases by these entities may increase the value of the award. A list of the members of the GPC is contained within this bid document.

Any Hillsborough County GPC member which avails itself of this contract will establish its own contract, place its own orders, issue its own purchase orders and issue its own exemption certificates as required by the Proposer. It is understood and agreed that the City of Tampa is not a legally bound party to any contractual agreement made between any other governmental entity and the Proposer as a result of this Bid.

12.8 Use of Contract by Other Governmental Agencies. Unless otherwise stipulated by the Proposer in its proposal, the Proposer agrees to make available to all government agencies, departments, and municipalities the proposed prices submitted in accordance with the terms and conditions of this Solicitation Document, should any governmental entity desire to buy under the Contract resulting from this Solicitation Document.

Any other governmental agency, department, or municipality which avails itself of this contract will establish its own contract, place its own orders, issue its own purchase orders and issue its own exemption certificates as required by the Proposer. It is understood and agreed that the City of Tampa is not a legally bound party to any contractual agreement made between any other governmental entity and the Proposer as a result of this Bid.

12.9 Use of State Contract, GPC, Or Cooperative Purchasing Bids. The City of Tampa reserves the right to utilize applicable State of Florida Contracts, GPC Bids, or those contracts of any other federal, state, or local governmental entity under the terms of a bid submitted to such entity, provided that such contract is procured in

compliance with the procuring entity's law, bylaws, regulations, or ordinances regarding competitive solicitation, which must provide for full and open competition for any items covered by this specification when the use of same is in the best interest of the City of Tampa.

12.10 Payment. Full payment will be made by the City after receipt and acceptance of materials/services and proper invoice in accordance with Florida Statutes § 218.70, *et. seq.*, the Florida's Local Government Prompt Payment Act. Proposers that accept Visa/Mastercard payments can be enrolled in the City's ePayments program for faster payment turnaround, by contacting the City's Accounts Payable Department at acctspayable@tampagov.net.

12.11 Minimum Wage Amendment. The Successful Proposer shall comply with the minimum wage requirements as required in Article X, Section 24, Constitution of the State of Florida as of May 2, 2005.

The rate of wages for all persons employed by the Successful Proposer on the work covered shall not be less than the rate of wages required by the Fair Labor Standards Act (Public Law 104-188) enacted August 20, 1996.

12.12 Invoicing. The Successful Proposer shall furnish the City complete itemized invoices for work performed. Invoices are to reflect the prices stipulated on the purchase order and as outlined in this bid/proposal itemizing parts, labor hours, materials, etc. The City will not accept an aggregate invoice. As part of the award process, the City may request a sample invoice. Invoices shall contain, but not be limited to the following information:

- Invoice number;
- Company Name;
- City work order number (if applicable);
- Purchase order number;
- Location and dates of work;
- Cost of work as stated on Bid Response and extended price to reflect total cost for number of times work was performed.

At the time of submission of its invoices, the Successful Proposer shall submit to the City a report on Form MBD-30, "DMI-Payments" of all sub-contracted amounts and payments along with any other completed reports or forms as may be required by the CITY. In the event the Successful Proposer uses any WMBE and/or SLBE sub-contractors, the Successful Proposer shall provide form MBD-40 "Letter of Intent" (LOI) for all WMBE and/or SLBE sub-contractors the Successful Proposer intends to utilize.

Form MBD-30-DMI Sub-(Contractors/Consultants/Suppliers) Payments
Form MBD-40 Letter of Intent (LOI)

12.13 Award Changes. No changes, over the award period, shall be permitted unless prior written approval is given by the Director of Purchasing and, where applicable, confirmed by resolution of the City Council of the City of Tampa.

12.14 Assignment. To the extent permitted by applicable law, this contract, and all rights or obligations hereunder, is not assignable, in whole or in part, by operation of law, acquisition of assets, merger, consolidation, dissolution or otherwise without the advance written approval of the other party to this contract. Any attempted assignment of this contract by a party without the advance written approval of the other party shall be invalid and unenforceable against the other party. Any approved assignment of this contract by the Successful Proposer will not relieve the Successful Proposer from the performance of its duties, covenants, agreements, obligations, and undertakings under this contract, unless the assignment expressly provides otherwise. No assignment by the Successful Proposer shall be effective unless the assignee confirms in writing to the City that the assignee accepts and shall comply with all of the duties, responsibilities, and obligations of the Successful Proposer. Notwithstanding the foregoing, the City may assign its rights under this contract (without the Successful Proposer's consent or approval) to a governmental successor of the City. An assignment by the City of its rights under this contract to a governmental successor of the City will relieve the City from the performance of its duties, covenants, agreements, and obligations under this contract after the effective date of the assignment. However, the City shall continue to be liable for the obligations it incurred under this contract prior to the effective date of the assignment. Action by the City in awarding a bid/proposal to a proposer, which has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purposes of this award.

In the event of such approved Sub-Contracting, the Successful Proposer agrees to provide the City with written documentation relative to the Subcontractor(s) solicited, or that will be employed in this award, including but not limited to submittal of attached Schedule of Sub-Contracting forms, with the proposal response.

- Schedule of All Sub-Contractors/Consultants/Suppliers Solicited - MBD 10
- Schedule of Sub-Contractors/Consultants/Suppliers to be Utilized - MBD 20

These forms must be completed (including signatures) and submitted with all proposals. Submittals that do not contain these completed forms shall be deemed "non-responsive". Instructions on completing the forms are included after each form in this RFP package.

Subcontractor shall be defined as; a business enterprise, firm, partnership, corporation, consultant or combination thereof having a direct contract with a prime contractor for any portion of the advertised work that is awarded by the owner/owner's representative.

Supplier shall be defined as; a business enterprise that either directly contracts with a Prime Contractor/Consultant or directly contracts with a Subcontractor under such Prime Contractor/Consultant to provide materials, supplies or equipment in connection with a Contract awarded by the owner/owner representative. A Supplier may be a regular dealer, distributor or manufacturer.

12.15 Default/Re-award. Any contract resulting from this specification may be cancelled by the Director of Purchasing in whole or in part by written notice of default to the Successful Proposer upon non-performance or violation of contract terms, including the failure of the Successful Proposer to deliver materials or services within the time stipulated in this specification, unless extended in writing by the Director of Purchasing. In the event a contract is cancelled because of the default of the Successful Proposer, the Director of Purchasing may: (i) purchase the materials or services specified in this specification on the open market; or (ii) make an award to the next best Proposer and establish the period of such award, provided such period is no longer than the award period set forth in this specification.

12.16 Convicted Vendor List (Public Entity Crime). A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two (\$10,000.00 and greater) for a period of 36 months from the date of being placed on the convicted vendor list. [See Florida State Statute 287.133 (2)(a)]

13. NON-DISCRIMINATION IN CONTRACTING AND EMPLOYMENT

The following provisions are hereby incorporated into any contract executed by or on behalf of the City of Tampa. The Successful Proposer shall comply with the following Statement of Assurance:

During the performance of this Award/Contract, the Successful Proposer herein assures the City, that said Awardee is in compliance with Title VII of the 1964 Civil Rights Act, as amended, the Florida Civil Rights Act of 1992, and the City of Tampa Code of Ordinances, Chapter 12, in that the Successful Proposer does not on the grounds of race, color, national origin, religion, sex, sexual orientation, gender identity or expression, age, disability, familial status, or marital status, discriminate in any form or manner against said Successful Proposer's employees or applicants for employment.

Successful Proposer understands and agrees that this award is conditioned upon the veracity of this Statement of Assurance, and that violation of this condition shall be considered a material breach of this award. Furthermore, the Successful Proposer herein assures the City that said Successful Proposer will comply with Title VI of the Civil Rights Act of 1964 when federal grant(s) is/are involved. This Statement of Assurance shall be interpreted to include Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability.

Successful Proposer further acknowledges and agrees to provide the City with all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors, suppliers and vendors in connection with this award. Successful Proposer further acknowledges that it must comply with City of Tampa Code of Ordinances, Chapter 26.5.

Per City of Tampa Code of Ordinances, Section 2-284, Bidder(s) are requested to provide information as to whether Bidder(s) has criminal history screenings similar in nature to the practices contained in Chapter 12, Article VI, City of Tampa Code of Ordinances. The City of Tampa's municipal codes are published online by the Municipal Code Corporation at the website link https://www.municode.com/library/fl/tampa/codes/code_of_ordinances.

14. INSURANCE. This award is subject to the attached and incorporated CITY OF TAMPA INSURANCE REQUIREMENTS included as Exhibit 1 of this bid document which should be reviewed for complete insurance details and coverage requirements.

EXHIBIT D



Request for Proposals RFP-41012821-0-2021/SJB for BACKFLOW ASSEMBLY MANAGEMENT SOFTWARE

Response by:



– ORIGINAL –

SwiftComply

6701 Koll Center Parkway Suite 250, Pleasanton, CA 94566

Contact: Olivier Terrien. olivier.terrien@swiftcomply.com. (415) 450-8979

February 4th, 2021.

[Title Page](#)

February, 8th, 2021

Joe Benjamin, CPPO, CPPB, Certified Senior Procurement Analyst
TAMPA MUNICIPAL OFFICE BUILDING, 2ND FLOOR,
306 E. JACKSON STREET, TAMPA, FL 33602

Solicitation #RFP-41012821-0-2021/SJB - Backflow Assembly Management Software

Dear Mr. Benjamin,

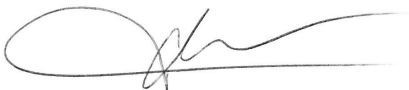
SwiftComply is pleased to present its proposal for the provision of a Backflow Assembly Management Software for the City of Tampa, Florida.

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 Tampa 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 415-450-8979 or by email at olivier.terrien@swiftcomply.com.

Sincerely,



Olivier Terrien
VP Business Development
SwiftComply

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ATTACHMENT A - PROPOSAL SUBMITTAL CHECKLIST

ATTACHMENT A - PROPOSAL SUBMITTAL CHECK LIST

The Proposer is cautioned to read and become familiar with all sections of the City of Tampa's (City) RFP package. Failure to do so may result in the submission of an irregular RFP response by the Proposer resulting in its possible rejection by the City. The following itemized checklist identifies various items that are mandatory requirements in order to accept the Proposer's response to the City's RFP. No representation is made that the following checklist is a complete guide to every requirement for consideration by the Proposer.

It is the responsibility of the Proposer to complete the Check List, identify the proposal page number and submit in the proposal under Section 10. Content of Proposal.

MANDATORY SUBMITTALS

SECTION 10. PROPOSER SUBMITTALS, SECTION 1 -11	Y	p.4
PROPOSER'S AFFIRMATION FORM Form is filled out, executed and notarized.	Y	p.42
PROPOSAL SIGNATURE FORM Form is filled out and executed.	Y	p.44
ATTACHMENT B – CONFLICT OF INTEREST	Y	p.47
SUB-CONTRACTING FORMS Form MBD 10 - Solicited Form is filled out and executed.	Y	p.35
Form MBD 20 - Utilized Form is filled out and executed.	Y	p.37

Failure to submit these forms shall result in your bid being deemed as "non-responsive"

Proposal is submitted in the format required under Section 10. Content of Proposal? Yes _____

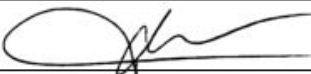
Requested Voluntary Information Regarding Bidder's Initial Employment Application Content

The Bidder's own initial application for employment has criminal history screening practices similar in nature to the practices contained in Chapter 12, Article VI – Criminal History Screening Practices, City of Tampa Code of Ordinances, which can be found at the website link: https://www.municode.com/library/fl/tampa/codes/code_of_ordinances?nodeId=COOR_CH12HURL_ARTVICRHSICPR

Yes No

The City requires this information for informational purposes only pursuant to Section 2-284, City of Tampa Code of Ordinances. It will not be used either as a basis of award or denial thereof. It may not be used by any party as a basis of any protest.


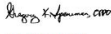
Firm Name: SwiftComply US OpCo Inc

Authorized signature:  Date: 02/08/2021


SECTION 1 - ADDENDA

SwiftComply acknowledges receipt and review of Addenda 1, 2 and 3.

Addendum 1:

 <p>City of Tampa Jane Castor, Mayor</p> <p>Purchasing Department Gregory K. Spearman, CPO, Director 306 E. Jackson Street, 2E Tampa, Florida 33602 Office (813) 274-8351 Fax: (813) 274-8355</p> <p>ALL FIRMS ON BID LIST RFP: City of Tampa RFP, dated <u>January 13, 2021</u> RFP for Furnishing: <u>RFP# 41122030 BACKFLOW ASSEMBLY MANAGEMENT SOFTWARE</u> To Be Opened: <u>February 4, 2021 @ 4:00 PM</u> SUBJECT: <u>ADDENDUM NO. 1</u> <u>January 26, 2021</u></p> <p>1) The due date and time for Proposal submissions and public opening has been extended to February 4, 2021 at 4:00 PM EST. PROPOSAL DUE DATE AND PUBLIC OPENING February 4, 2021 @ 4:00 PM (EST) Please join my meeting from your computer, tablet or smartphone. https://us02.zoom.us/j/82621382312 You can also dial in using your phone. United States +1 (826) 213-8231 Access Code: 791-113-997</p> <p>2) SECTION 10 - CONTENT OF PROPOSALS, Subsection 10.2, Subsection 4 - Scope of Work, has been changed to read as follows: * Section 4. Statement of Work. Include all the requirements and/or documentation requested under SECTION 4 - STATEMENT OF WORK - BACKFLOW DEVICE TESTING, including ATTACHMENT D, BACKFLOW ASSEMBLY MANAGEMENT SOFTWARE - FUNCTIONAL REQUIREMENTS.</p> <p>3) Remove ATTACHMENT A - PROPOSAL SUBMITTAL CHECK LIST and replace with revised, attached ATTACHMENT A - PROPOSAL SUBMITTAL CHECK LIST marked as "ADDENDUM NO. 1".</p> <p>FOR INFORMATIONAL PURPOSES ONLY: The City received the following questions prior to and after the pre-bid meeting. The questions and answers are in no particular order: Q1. Does the customer always enter the test results, or could it be the tester, or even a City of Tampa employee entering the test results in some cases? A1. It will be either the test or City of Tampa employee. So far, we have about 30% entered by testers via portal and the rest by city employee. Q2. If a tester/customer have opted on the test results being submitted by accepted? If not, what is the expected result?</p> <p>lampagov.net</p>	<p>assemblies are due for that month, which normally include about several hundred customers. Most customers will comply after receiving the 30-day letter. So, the number of customers requiring 14-day notification should be a lot less.</p> <p>Q23. Section 4.4.2.3 Environment maintenance and support strategy and supporting processes. Is the City asking us to explain how maintenance is performed on the software? A23. Please provide explanation of how maintenance is performed on software and server environment (updates, patches, new servers, etc.) and support is provided.</p> <p>Acknowledgment of this Addendum is required if a proposal is being submitted. Refer to the RFP package under Section 10, Contents of Proposals, Subsection 10.2, Subsection 1. Addenda.</p> <p>Sincerely,  Gregory K. Spearman, CPO Director of Purchasing</p>
<p>...</p>	

Addendum 2:



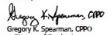
City of Tampa
Jane Castor, Mayor

Purchasing Department
Gregory K. Spearman, CPO, Director
306 E. Jackson Street, 2E
Tampa, Florida 33602
Office (813) 274-8351
Fax: (813) 274-8355

ALL FIRMS ON BID LIST
RFP: City of Tampa RFP, dated January 13, 2021
RFP for Furnishing: RFP# 41122030 BACKFLOW ASSEMBLY MANAGEMENT SOFTWARE
To Be Opened: February 4, 2021 @ 4:00 PM
SUBJECT: ADDENDUM NO. 1
January 26, 2021


FOR INFORMATIONAL PURPOSES ONLY:
The City received the following questions prior to and after the pre-bid meeting. The questions and answers are in no particular order:
Q1. I am contacting you regarding your recent RFP for Backflow Testing Software. I am hoping to contact someone at Cayenta to establish parameters for the data interface between our systems, but am having some difficulty getting a reply. Do you or someone in your IT department have someone at Cayenta we can contact to discuss technical details? Or perhaps someone in your IT department has this information/documentation? I appreciate your assistance in this matter.
A1. The Cayenta backflow interface is a scheduled, flat file extract from Cayenta. This file is used to update data in the backflow software such as: address, customer data, backflow device data.
Q2. Regarding Section 3, 2nd bullet point and references to Attachment D, GF-03, DM-01, and DM-07 - "Produce and issue annual test due notifications with capability to customize the generated mails." Is it expected that the awarded vendor is responsible for generating and mailing the notices on behalf of the City of Tampa? Or is it expected that the system to simply be able to generate the notices and/or mailing lists and the City of Tampa is responsible for mailing the notices?
A2. It is expected that the system is equipped to generate the notices and/or mailing lists and the City of Tampa is responsible for mailing the notices?

Acknowledgment of this Addendum is required if a proposal is being submitted. Refer to the RFP package under Section 10, Contents of Proposals, Subsection 10.2, Subsection 1. Addenda.

Sincerely,

Gregory K. Spearman, CPO
Director of Purchasing

lampagov.net

Addendum 3:



City of Tampa
Jane Castor, Mayor

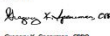
Purchasing Department
Gregory K. Spearman, CPO, Director
306 E. Jackson Street, 2E
Tampa, Florida 33602
Office (813) 274-8351
Fax: (813) 274-8355

ALL FIRMS ON BID LIST
RFP: City of Tampa RFP, dated January 13, 2021
RFP for Furnishing: RFP# 41122030 BACKFLOW ASSEMBLY MANAGEMENT SOFTWARE
To Be Opened: February 4, 2021 @ 4:00 PM
SUBJECT: ADDENDUM NO. 1
January 26, 2021

1) The due date and time for Proposal submissions and public opening has been extended to February 11, 2021 at 4:00 PM EST.
PROPOSAL DUE DATE AND PUBLIC OPENING
February 11, 2021 @ 4:00 PM (EST)
Please join my meeting from your computer, tablet or smartphone.
<https://us02.zoom.us/j/82621382312>
You can also dial in using your phone.

FOR INFORMATIONAL PURPOSES ONLY:
The City received the following question after the pre-bid meeting:
Q1. Section 4. Statement of Work - are proposers expected to reply to each sub item or is this just informational and we should only comment if we have exceptions? If required, can we submit a draft SOW to address each need identified?
A1. The Statement of Work section is informational. Please comment if you have exceptions to any of these Items. You can submit a SOW draft to address each item identified.

Acknowledgment of this Addendum is required if a proposal is being submitted. Refer to the RFP package under Section 10, Contents of Proposals, Subsection 10.2, Subsection 1. Addenda.

Sincerely,

Gregory K. Spearman, CPO
Director of Purchasing

lampagov.net

SECTION 2 - FLORIDA PUBLIC RECORD LAW

SwiftComply acknowledges and understand the Florida Public Records Law including requirements from General Information, Section 8.4.



Olivier Terrien ,
Vice President, SwiftComply



Swibiz.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

SECTION 3 - RESPONSE TO PROPOSAL

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 Tampa includes a flexible, user-friendly and highly configurable online customer management database that enables real-time compliance tracking of customers, contacts, backflow assemblies, inspections 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

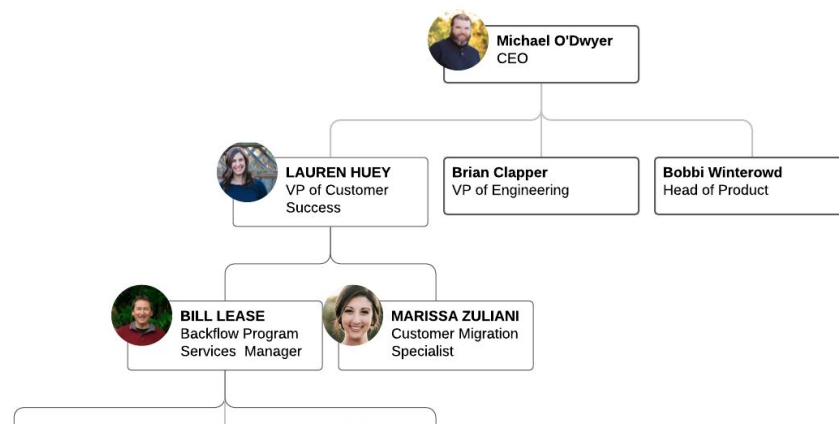
SwiftComply was established in 2016 by its founder and CEO, Michael O'Dwyer. As a water & wastewater engineer at Dublin City Council (Ireland), Michael saw first hand how manual, paper-based and inefficient compliance programs can be. He created SwiftComply to fix this problem with modern, collaborative 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. We also have integrated over 100 Utility Billing Systems.

SwiftComply's main office is located in Pleasanton, CA and our customer service teams are located in Portland, OR and Ann Arbor, MI. The main customer service functions for this project will be delivered from those offices, with standard hours of operation from 7.00am-7pm EST daily and emergency technical assistance available 24/7.

Project Team

SwiftComply boasts an experienced and highly qualified project team to deliver this project through implementation and execution. Our customer success 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 Marissa Zuliani, who specializes in customer migrations & data conversion. Post-implementation, Bill Lease will be responsible for ongoing support. Bill has over 20 years experience in supporting backflow programs. Bill will be supported by two customer support specialists, Zach Lehrer and Ally Leak, who provide front line support to the City staff, testers and customers. All of them are currently employees of SwiftComply.



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 Tampa’s requirements, and a commercial proposition that exceeds expectations. By choosing SwiftComply, the City will engage a low-risk, high-impact solution that will ensure a successful backflow program for many years to come. We confirm hereby that the general liability insurance, workers’ compensation, and professional liability insurance will be provided within ten days of the Contract Award. We are also cognizant of, comply with, and enforce all applicable Federal, State, and local laws, regulations, and ordinances. The project delivery section details our methodology for handling errors and omissions in the materials developed as part of this Project.

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 Tampa and look forward to hearing from you in the near future.

Company Profile

Name	SwiftComply US Opco, Inc
Primary Business Address	6701 Koll Center Parkway Suite 250, Pleasanton, CA 94566
Phone	1-480-490-5259
Email	hello@swiftcomply.com
Website	https://www.swiftcomply.com/
Form of business	C-Corporation
State of Incorporation	Delaware
Date of Incorporation	May 2017
Commitment to conservation	SwiftComply Environmental Policy Statement
Minority/Women (M/WBE)	SwiftComply Compliant Memorandum
Number of Customers	400+
Employees	30 FTE 6 managers 7 R&D 4 Business Development 12 customer operations and support
Contact Person	Olivier Terrien - olivier.terrien@swiftcomply.com
Software solution	Software as a Service, cloud based, accessible 24/7 via web browser, unlimited users, automatic updates & upgrades.

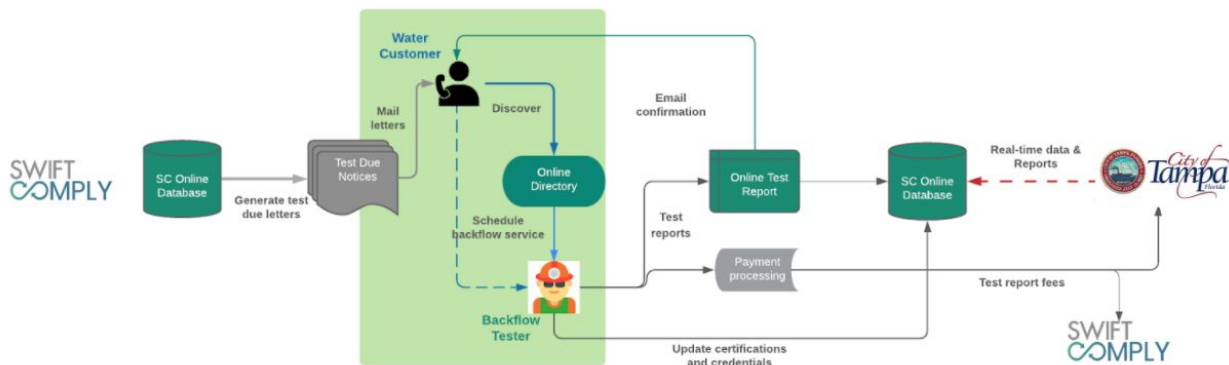
SwiftComply's team leverages 30 years of experience in cross connection survey, inspections, and backflow prevention management. We currently serve over 400 customers across our SwiftComply and XC2 products, **including 20 municipalities in the state of Florida**. Cumulatively, our customers track over 1.5 million backflow assemblies using SwiftComply products. **We have integrated over 100 Customer Care & Billing Systems including Cayenta Utility Billing System.**

Approach to Scope of Work

Commercial backflow prevention assemblies need to be tested annually as required by the State of Florida's 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.

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 Tampa.

Unique Benefits

SwiftComply Advantage	Stakeholders Benefits	Other Solutions
Complete Data Access, Ownership & Management for city staff .	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>
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>
Integration with GIS, Workforce Management and Billing systems.	Better City staff collaboration. More done with less time.	<i>Siloed solution.</i>
Payments transparency and audit.	We provide the City users access to our payments system, providing full transparency over the payment process.	<i>Limited visibility and reports.</i>
Online Directory and Marketplace for water customers .	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 testers .	Connect with customers, benefit from improved exposure and customer satisfaction reviews.	<i>Alphabetical list with limited content.</i>

Solution 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 a report approval form. It has three tabs: 'DETAILS', 'COMPLIANCE ISSUES', and 'FILES'. The 'DETAILS' tab is active. It contains fields for 'Status' (Awaiting Acceptance), 'Compliant' (Not Compliant), 'Assembly Type' (RP), 'Make' (Watts), and 'Model' (DCBD). There is a 'Notes' text area and three buttons at the bottom: 'Accept Report' (green), 'Reject Report' (pink), and 'Send Back Report' (orange).

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.

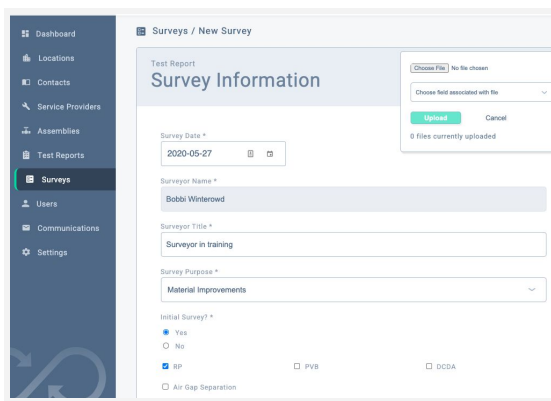
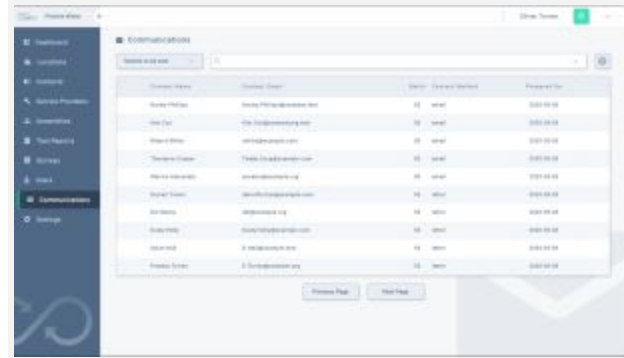
As part of this process, the system automatically verifies the data and highlights any compliance issues within the test report, as illustrated below.

A screenshot of a table under the 'COMPLIANCE ISSUES' tab. The table has two columns: 'Field' and 'Issue'.

Field	Issue
RP Check Valve 1 Held At PSID	1 < MinValue 3
RP Relief Valve Opened At PSID	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.



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 report is included (right).

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

Part 4A: Backflow Preventer Inventory and Testing Data During Year 2019

Printed: November 24, 2019

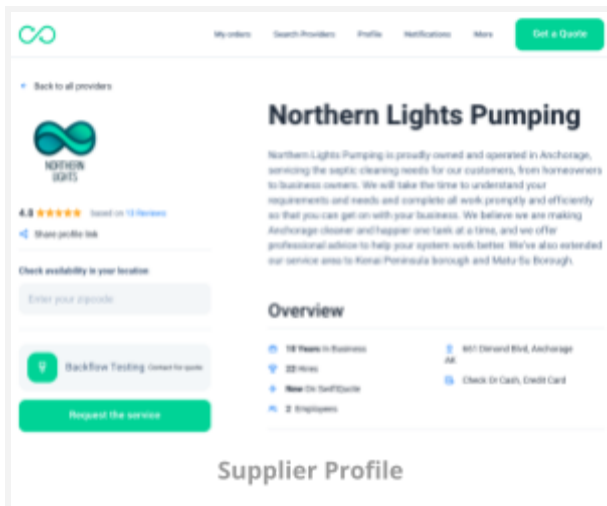
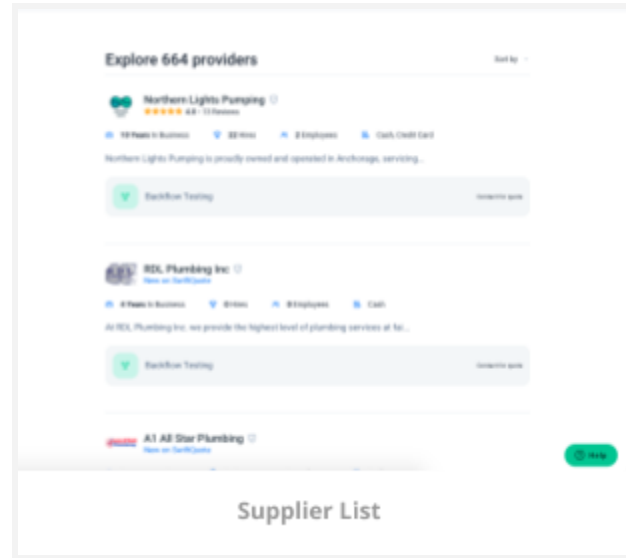
Backflow Preventer Category and Inspection/Testing Information	Air Gap	RPBA	RPDA	DCVA	DCDA	PVBA	SVBA	AVB	Total
Premises Isolation, including preventers isolating PWS-owned facilities. If In-Premises Protection preventers are also included, check here: ...									
<i>Rows 1 - 3 pertain ONLY to Premises Isolation preventers in service at beginning of 2019</i>									
1 In service at beginning of 2019	5	1,303	7	3,336	113	1	2	0	4,767
2 Inspected and/or tested in 2019	0	0	0	0	0	0	0	0	0
3 Failed inspection or test in 2019	0	0	0	0	0	0	0	0	0
<i>Rows 4 - 6 pertain ONLY to NEW Premises Isolation preventers installed during 2019</i>									
4 New preventers installed in 2019	0	0	0	0	0	0	0	0	0
5 Inspected and/or tested in 2019	0	0	0	0	0	0	0	0	0
6 Failed inspection or test in 2019	0	0	0	0	0	0	0	0	0
7 Preventers taken out of service in 2019	0	0	0	0	0	0	0	0	0
Premises Isolation Total at end of 2019	5	1,303	7	3,336	113	1	2	0	4,767
In-Premises Protection (Fixture Protection or Area Isolation), including preventers within PWS-owned facilities.									
<i>Rows 8 - 10 pertain ONLY to In-Premises Protection Preventers in service at beginning of 2019</i>									
8 In service at beginning of 2019	155	12,896	10	8,979	209	271	58	0	22,578
9 Inspected and/or tested in 2019	0	0	0	0	0	0	0	0	0
10 Failed inspection or test in 2019	0	0	0	0	0	0	0	0	0
<i>Rows 11 - 13 pertain ONLY to NEW In-Premises Protection preventers installed during 2019</i>									
11 New preventers installed in 2019	0	0	0	1	0	0	0	0	1
12 Inspected and/or tested in 2019	0	0	0	0	0	0	0	0	0
13 Failed inspection or test in 2019	0	0	0	0	0	0	0	0	0
14 Preventers taken out of service in 2019	0	0	0	0	0	0	0	0	0
In-Premises Isolation Total at end of 2019	155	12,896	10	8,980	209	271	58	0	22,579
Grand Total at end of 2019	160	14,199	17	12,316	322	272	60	0	27,346

SwiftComply Screenshot 42 - Sample Ad-hoc report

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.



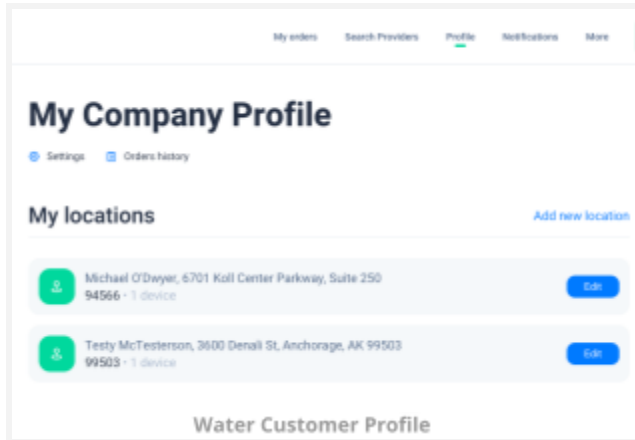
SwiftComply also has a built-in customer review system and customers are invited to submit feedback after every backflow test.

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

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.





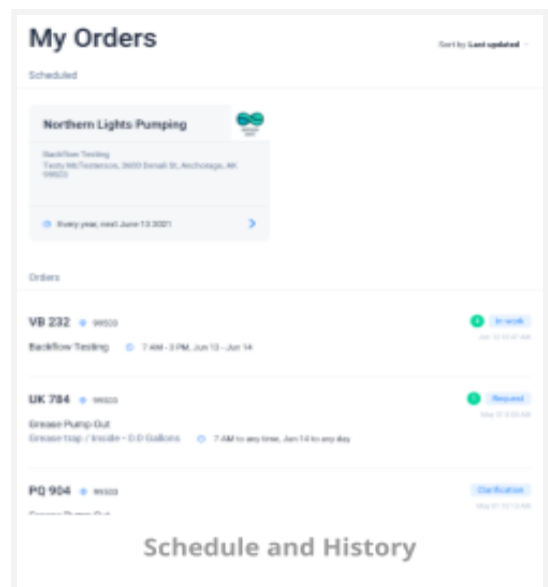
Water customers also have access to a secure online profile where they can manage multiple locations and devices, and view their compliance history, including previous test reports.

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.

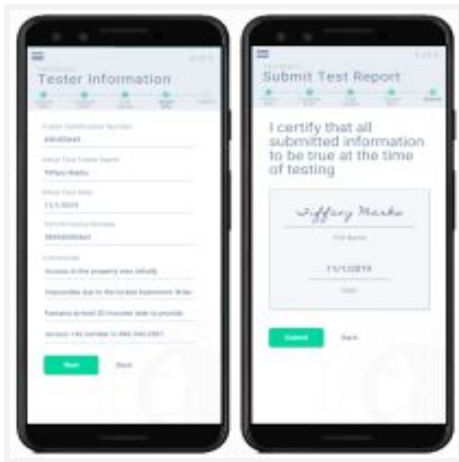
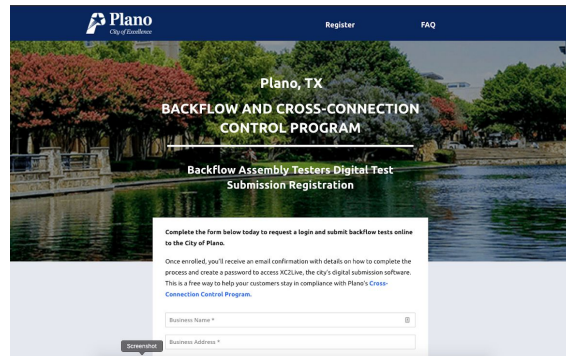


SwiftComply can uniquely address the different preferences of water customers and offer them to choose from a fully digitized process to a manual process. We believe this will raise the bar of customer satisfaction.

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/CITY/>

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	ZW25590	Mallco II	9044 S I
Accepted	Fail RP	856402	Quality Surface of Metro Snoqualamish	7359 W
Accepted	Pass RP	592168	Metro Dishwasher	3557 W
Accepted	Pass RP	551097	Ollie's Roundup	9451 S I
Accepted	Pass RP	2000816	North Star Liquor	7698 E I
Accepted	Pass RP	JL11615	R L Plimpton Assoc Inc	7480 N
In Progress	?	111819	New Again Auto Re-Con Systems	881 S F I
Accepted	Pass RP	QL18881	National Lender Services Inc	5450 N
Accepted	Fail RP	RF40595	Midwest Sales CO	4557 S I
Accepted	Pass RP	2000816	North Star Liquor	7698 E I

Further information is available by watching the six minutes Sneak Peeks [video](#) and/or a thirty minutes solution overview [video](#).

SECTION 5 - REFERENCES

1. **JEA - Jacksonville, Florida** - Approximately 32,000 Backflow Assemblies (Commercial) - Since 2012. David Kaplan, CCC Coordinator/Env. Scientist Sr. kapldj@jea.com, (904) 940-6515
2. **City of Bellevue, Washington** - Approximately 18,000 Assemblies - Since 2016. John Sizemore, Regulatory Compliance Supervisor, jsizemore@bellevuewa.gov, (425) 452-2030
3. **Fountain Valley, California** - Approximately 1,800 Backflow Assemblies - Since 1999. Kevin Deason, Water Quality, kevin.deason@fountainvalley.org, (714) 593-4624

SECTION 6 - GENERAL STATEMENT OF EXPERIENCE

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 our software products. For some customers like Houston in Texas we also provide professional services alongside the software for a comprehensive backflow program management. Our customers manage from 600 to over 60,000 backflow assemblies each.

PROJECT SUMMARY	
Customer	City of Houston, FL
# of Backflows	42,000+
Customer Since	2009 [<i>Online test entry since July 2019</i>]
Project Scope	<p>The scope for this project is identical to Tampa's requirements as outlined in the RFP. Some of the main similarities include:</p> <ul style="list-style-type: none"> ● Provision of a database of facilities, backflow assemblies, surveys and test reports. ● 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. ● Maintain a record of all notifications sent in the backflow database. ● Management and hosting of an online website for backflow test entry by the certified backflow tester, with automatic verification of passing/failing tests.

	<ul style="list-style-type: none"> • Provision of an online application for backflow testers to manage and update test kit calibrations, tester certifications and view a history of tests entered. • Maintenance of a PCI-compliant online payments system to facilitate the collection of test reporting fees from backflow testers by credit card. • Provision of real-time updates to records, including submitted backflow tests, in the City database. • Provision of an online directory with all current active, certified testers. • Provision of a customer code for each water customer to securely access their unique record. • Provision of customer support helpline (phone and online) for water customers and backflow testers. Maintain an online FAQ for customers.
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SwiftComply staff and management will be directly involved in the implementation and operational transition for this project. The key personnel relevant information are detailed below:

Name, Title	Lauren Huey, VP of Customer Success
Participation in this project	Lauren will oversee project implementation and collaboration with the City. Her duties include developing a project plan, system configuration, data migration and training.
Experience, Skills & Knowledge	<p>Personally managed 50+ similar projects over the past 2 years.</p> <p>Leads team of account managers, implementation managers, water customer/tester support and technical support.</p> <p>Previously in operation management roles in the hospitality business (UberEats, Kimpton Hotel Group, Marriott)</p> <p>Virginia Polytechnic Institute, Bachelor of Science.</p>
Name, Title	Marissa Zuliani, Implementation/Migration Manager
Participation in this project	Implementation Manager in charge of all the system set-up & data integration. She will be the primary interface between the City project team and SwiftComply engineering team.
Experience, Skills & Knowledge	<p>Customer success manager in cloud based software.</p> <p>Specializes in data conversion and integration.</p> <p>University of British Columbia, Bachelor's Degree</p>

Name, Title	Bill Lease, Backflow Program Services Manager
Participation in this project	Bill oversees the business services after the software solution is implemented. Bill will be supported by two customer support specialists who provide front line support to testers and customers; and one administrative support to the project team.
Experience, Skills & Knowledge	Bill has been leading the customer support team at XC2 software for over 19 years and has a deep knowledge and experience of all things related to cross connection control. Bill is beloved by our customer base and is known for providing exceptional support to users of all levels.
Name, Title	Brian Clapper, VP of Engineering
Participation in this project	Brian will oversee the data integration with City; and his team will support the data conversion and technical configuration.
Experience, Skills & Knowledge	Lead the development team of SwiftComply's software solutions. Over 15 years of software engineering and operations management, in web applications, security and monitoring of IoT and IT infrastructure, analytics platform. Penn State, Bachelor of Science, Computer Science.
Name, Title	Bobbi Winterowd, Head of Product
Participation in this project	Product management - ensuring SwiftComply satisfies City's current and future expectations
Experience, Skills & Knowledge	Technical Program/Project Manager with a proven track record of leading projects to a successful completion. SwiftComply (current) Comcast (Program Manager) - 5 years Lockheed Martin (Project Engineer) - 10 years University of Colorado - Bachelor's in Business Administration Regis University - Masters in Information Systems

Name, Title	Mick O'Dwyer, CEO
Participation in this project	Executive Oversight & Project Governance
Experience, Skills & Knowledge	Founder and CEO of SwiftComply. Led acquisition of XC2 Software Inc in 2019 Managing Director of Evolution Environmental Services, Ireland (4 years) Wastewater Engineer for the City of Dublin, Ireland (8 years) Post-graduate Diploma (level 9) qualifications in Project Management (2007), Environmental Engineering (2008) and Health & Safety (2010) University College Dublin - Bachelor of Engineering ('04), Executive MBA (2015)

SECTION 7 - OPERATIONAL PLAN and Project Delivery

SwiftComply provides a seamless transition plan that includes a dedicated project team to ensure quality control and project success. Our project governance approach is centered around communication, transparency and risk management, and includes the following key elements:

Communications

SwiftComply will produce 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 the City will schedule regular status meetings to ensure proper communication.

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

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

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

Issue Management

Issues requiring the City's attention will be documented in the bi-weekly status report. The City 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 City 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.

The City will drive the process for all Change Requests:

- If SwiftComply identifies a change, it must be clearly documented in the bi-weekly status report.
- City will complete a Change Request identifying the change required.
- SwiftComply will then provide estimates for the change (if applicable)
- City 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 & City
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 the City IT team	Low	In the absence of City 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 City's IT assistance. The project managers will ensure that all parties know the impact to the schedule due to resource vacations.	Both SwiftComply & City
SwiftComply software malfunction	Low	If the tools and Software used by SwiftComply provide inaccurate information, SwiftComply will fix the software and redo the activities at no additional cost to the City	SwiftComply

SwiftComply failure to meet City requirements	High	The City will review the performance of SwiftComply throughout the project and determine what mitigation strategies would be put into effect.	SwiftComply
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City Responsibilities

City Responsibility	Potential Impact to project
City 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
City will provide access to the appropriate personnel (management, technical, subject matter expertise, etc.) necessary to fulfill the contract requirements as needed.	Impact to schedule
City will provide appropriate procedures, guidelines, standards, reference materials, and system/application documentation as needed.	Impact to schedule

Operations and Maintenance

Customer Service for the City is 24/7 and detailed in the SLA in Section VII.

When you sign up to work with SwiftComply, we will assign you a dedicated customer success manager (CSM). Your success manager works as an extension of your team, analyzing your underlying data to provide tailored advice and help you optimize and innovate. Your CSM will be on hand to help you work through the program lifecycle. They will also empower you to track and measure your progress against your program objectives. CSM documents your successes and shares your feedback with our product development team. Your success manager will be in touch to review your performance and system usage periodically, with at least a quarterly business review. During those reviews, we look at past performance and KPIs attainment, adjust KPIs to meet the City’s operational and business goals; as well as share the updated 3-6-12 months roadmap. We expect to have at least a City representative from operations, IT and contract.

For our Software Development and Maintenance, Modified Agile would be the best description, with continuous delivery. Applications are scanned regularly with OWASP’s ZAP to detect potential weaknesses. These are recorded and investigated to verify if we are in fact susceptible or if it is a false positive. We review new software updates and system libraries once a month to determine what is needed to be updated and when. We prefer to err on the side of caution with most patches,

where unless they fix an exploitable vulnerability, we give the patch time to be applied by others to assess its potential issues. At least monthly or ad hoc when new severe vulnerabilities are discovered.

Further technical details are described in our IT security document listed in Section VII.

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 the City 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 the City. This will include: Instructor-Led Training, Job-aids and e-learning

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.

City 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

Exit Strategy

When the City decides to terminate the agreement with SwiftComply, we will assign a migration manager to develop and agree a transition plan. We recommend having one single point of contact on the City's side who will interface and coordinate tasks with the other City staff (operations, IT, legal, others) and the new solution provider.

During the transition, we will make sure:

- 1- The City has access to and can retrieve all of its data stored in the database.
- 2- The City retrieves all the templates defined for the different forms.
- 3- We agree on a timeline to keep all the data and configuration during the transition to a maximum of 90 days after the contract expiration.
- 4- We proceed to the decommissioning of the City instance which includes the deletion of all data in our database, decommissioning of the API with City's third party software systems, all users access codes (City staff, Testers, Inspectors, Water customers), removal of testers registration page (after a redirect if required).
- 5- We confirm in writing that SwiftComply does not possess any electronic data owned by the City.

We expect the City to inform its staff users, service providers and water customers about the change and direction to access the new City's backflow management services.

Delivery Timeline

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 the City to meet your desired schedule for project completion.



Project Milestones

SwiftComply has identified the following major implementation milestones; assuming an approval by mid-March 2020.

Task Details	Owner	Start	Finish	Days	Progress	Status
Kick-Off Meeting	SC	3/15	3/15	1		
Milestone 1: Proof of Concept, Design, and Configuration						
Compatibility with City requirements (IT etc.)	SC	3/16	3/21	4		
Reports Configuration	SC	3/21	3/22	2		
Functional Requirements	SC	3/22	3/29	7		
Review business process Plows	T	3/23	3/24	2		
Identify business process reengineering tasks	SC	3/23	3/23	1		

Data conversion design	SC	3/29	3/5	7		
Configuration Review and Test	SC	3/29	3/5	7		
Approve configuration	T	4/5	4/11	5		
Milestone 2: User Acceptance Testing (UAT)						
Develop a test plan	SC	4/12	4/12	1		
Review UAT Scripts	T	4/13	4/14	2		
Install test and Set up TEST environment	SC	4/17	4/19	3		
Configure TEST environment per milestone 1	SC	4/17	4/19	3		
Train City users	SC	4/20	4/20	1		
Execute user acceptance test	SC	4/21	4/21	1		
Test Data conversion	SC	4/24	4/24	1		
Resolve testing exceptions	SC	4/25	4/26	2		
Milestone 3: Data Migrations /Conversion (execution)						
Write data migration programmatic scripts	SC	4/30	5/1	2		
Provide data migration plan	SC	5/1	5/1	1		
Migration of existing data	SC	5/1	5/4	4		
Test, adjust, retest as required	SC	5/7	5/9	3		
Milestone 4: Prod Environment setup and go live						
Configure Production (PROD) environment	SC	5/10	5/11	2		
Verify PROD environment setup and data migration	SC	5/14	5/17	4		
Final training review	T	5/18	5/18	1		
Go Live	SC	5/21	5/21	1		
Verify, test and sign off	T	5/21	5/23	3		
Milestone 6: Testers onboarding						
Outreach for water customers and testers	T	5/24	5/30	6		
Approve bespoke tester enrollment page	T	5/23	5/23	1		
Conduct virtual tester training sessions	SC	5/26	5/30	5		

Conclusion

We are confident to meet and exceed your expectations:

- 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.

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

SECTION 8 - SUBCONTRACTING SUBMITTALS

SUB-CONTRACTING AND PAYMENT FORMS



Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Bid or Proposal Non-Responsive

Page 1 of 4 – DMI Solicited/Utilized Schedules
City of Tampa – Schedule of All Solicited Sub-(Contractors/Consultants/Suppliers)
(FORM MBD-10)

Contract No.: 21-P-00240 Contract Name: BACKFLOW ASSEMBLY MANAGEMENT SOFTWARE RFP #41012821
 Company Name: SwiftComply US OpCo Inc Address: Koll Center Pkwy Suite 250, Pleasanton, CA 94566
 Federal ID: 35-2594233 Phone: 480-490-5259 Fax: n/a Email: hello@swiftcomply.com

Check applicable box(es). Detailed Instructions for completing this form are on page 2 of 4.

No Firms were contacted or solicited for this contract.

No Firms were contacted because:

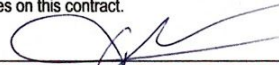
See attached list of additional Firms solicited and all supplemental information (List must comply to this form)

Note: Form MBD-10 must list ALL subcontractors solicited including Non-minority/small businesses

NIGP Code Categories: Buildings = 909, General = 912, Heavy = 913, Trades = 914, Architects = 906, Engineers & Surveyors = 925, Supplier = 912-77

S = SLBE W=WMBE O = Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade or Services NIGP Code (listed above)	Contact Method L=Letter F=Fax E=Email P=Phone	Quote or Response Received Y/N
46-1772296	SDTR Consulting LLC 4928 San Marino Cir - Lake Mary FL 32746 407-221-2138 - srichardson@sdtrconsulting.com	F BF BM	912-77	E	Y
20-5909230	Epic group llc 1511 E Slate Road 434, Suite 3033 Winter Springs, FL 32708 +1 (407) 381-3742 - carey@epicgroupllc.com	M AF AM	912-77	E	N
L19000082761	MNM GLOBAL VENTURES LLC 7913 GARDEN DRIVE N, ST PETERSBURG, FL 33710 727-280-6531 - marisa@mnmglobalventures.com	F HF HM	912-77	E	N

It is hereby certified that the information provided is an accurate and true account of contacts and solicitations for sub-contracting opportunities on this contract.

Signed:  Name/Title: Olivier Terrien, VP Business Development Date: 02/08/2021

Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Bid or Proposal Non-Responsive
Forms must be included with Bid / Proposal

MBD 10 rev.J/effective 02/2016



Page 2 of 4 – DMI Solicited/Utilized
Instructions for completing The Sub-(Contractors/Consultants/ Suppliers) Solicited Form
(Form MBD-10)

This form must be submitted with all bids or proposals. All subcontractors (regardless of ownership or size) solicited and subcontractors from whom unsolicited quotations were received must be included on this form. The instructions that follow correspond to the headings on the form required to be completed. **Note:** Ability or desire to self-perform all work shall not exempt the prime from Good Faith Efforts to achieve participation.

- **Contract No.** This is the number assigned by the City of Tampa for the bid or proposal.
- **Contract Name.** This is the name of the contract assigned by the City of Tampa for the bid or proposal.
- **Contractor Name.** The name of your business and/or doing business as (dba) if applicable.
- **Address.** The physical address of your business.
- **Federal ID, FIN.** A number assigned to your business for tax reporting purposes.
- **Phone.** Telephone number to contact business.
- **Fax.** Fax number for business.
- **Email.** Provide email address for electronic correspondence.
- **No Firms were contacted or solicited for this contract.** Checking the box indicates that a pre-determined Subcontract Goal or Participation Plan Requirement was not set by the City resulting in your business not using subcontractors and will self-perform all work. If during the performance of the contract you employ subcontractors, the City must pre-approve subcontractors. Use of the “Sub-(Contractors/Consultants/Suppliers) Payments” form (MBD Form-30) must be submitted with every pay application and invoice. **Note:** Certified **SLBE or WMBE firms** bidding as Primes **are not exempt** from outreach and solicitation of subcontractors.
- **No Firms were contacted because.** Provide brief explanation why no firms were contacted or solicited.
- **See attached documents.** Check box, if after you have completed the DMI Form in its entirety, you need more space to list additional firms and/or if you have supplemental information/documentation relating to the form. All DMI data not submitted on the MBD Form-10 must be in the same format and have all requested data from MBD Form-10 included.

The following instructions are for information of any and all subcontractors solicited.

- **“S” = SLBE, “W” = WMBE.** Enter “S” for firms Certified by the City as Small Local Business Enterprises and/or “W” for firms Certified by the City as either Women/Minority Business Enterprise; “O” = Non-certified others.
- **Federal ID, FIN.** A number assigned to a business for tax reporting purposes. This information is critical in proper identification and payment of the contractor/subcontractor.
- **Company Name, Address, Phone & Fax.** Provide company information for verification of payments.
- **Type of Ownership.** Indicate the Ethnicity and Gender of the owner of the subcontracting business.
- **Trade, Services, or Materials** indicate the trade, service, or materials provided by the subcontractor. NIGP codes aka “National Institute of Governmental Purchasing” are listed at top section of document.
- **Contact Method L=letter, F=fax, E=Email, P=Phone.** Indicate with letter the method(s) of soliciting for bid.
- **Quote or Resp. (response) Rec’d (received) Y/N.** Indicate “Y” Yes if you received a quotation or if you received a response to your solicitation. Indicate “N” No if you received no response to your solicitation from the subcontractor. Must keep records: log, ledger, documentation, etc. that can validate/verify.

If additional information is required or you have questions, please contact the Equal Business Opportunity Program - Minority and Small Business Development Office at (813) 274-5522.



Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Bid or Proposal Non-Responsive

Page 3 of 4 – DMI Solicited/Utilized Schedules

**City of Tampa – Schedule of All To-Be-Utilized Sub-(Contractors/Consultants/Suppliers)
(FORM MBD-20)**

Contract No.: 21-P-00240 Contract Name: BACKFLOW ASSEMBLY MANAGEMENT SOFTWARE RFP #41012821
 Company Name: SwiftComply US OpCo Inc Address: Koll Center Pkwy Suite 250, Pleasanton, CA 94566
 Federal ID: 35-2594233 Phone: 480-4905259 Fax: n/a Email: hello@swiftcomply.com

Check applicable box(es). Detailed Instructions for completing this form are on page 4 of 4.

See attached list of additional Firms Utilized and all supplemental information (List must comply to this form)

Note: Form MBD-20 must list ALL subcontractors To-Be-Utilized including Non-minority/small businesses

No Subcontracting/consulting (of any kind) will be performed on this contract.

No Firms are listed to be utilized because:

NIGP Code General Categories: Buildings = 909, General = 912, Heavy = 913, Trades = 914, Architects = 906, Engineers & Surveyors = 925, Supplier = 912-77

Enter "S" for firms Certified as Small Local Business Enterprises, "W" for firms Certified as Women/Minority Business Enterprise, "O" for Other Non-Certified

S = SLBE W = WMBE O = Neither	Company Name Address Phone, Fax, Email	Type of Ownership (F=Female M=Male) BF BM = African Am. HF HM = Hispanic Am. AF AM = Asian Am. NF NM = Native Am. CF CM = Caucasian	Trade, Services, or Materials NIGP Code Listed above	\$ Amount of Quote. Letter of Intent (LOI) if available	Percent of Scope or Contract %
46-1772296	SDTR Consulting LLC 4928 San Marino Cir - Lake Mary Fl 32746 407-221-2138 - srichardson@sdtrconsulting.com	F BF BM	912-77		24%

Failure to Complete, Sign and Submit
this form with your Bid or Proposal
Shall render the Bid Non-Responsive.
(Do Not Modify This Form)

Total ALL Subcontract / Supplier Utilization \$ _____
 Total SLBE Utilization \$ _____
 Total WMBE Utilization \$ _____
 Percent SLBE Utilization of Total Bid/Proposal Amt. ____% Percent WMBE Utilization of Total Bid/Proposal Amt. 24 %

It is hereby certified that the following information is a true and accurate account of utilization for sub-contracting opportunities on this Contract.
 Signed: Name/Title: Olivier Terrien, VP Business Development Date: 02/08/2021

Failure to Complete, Sign and Submit Both Forms 10 & 20 SHALL render the Bid or Proposal Non-Responsive
Forms must be included with Bid / Proposal

MBD 20 rev./effective 02/2016



Page 4 of 4 DMI – Solicited/Utilized
Instructions for completing The Sub-(Contractors/Consultants/ Suppliers) to be Utilized Form
(Form MBD-20)

This form must be submitted with all bids or proposals. All subcontractors (regardless of ownership or size) projected to be utilized must be included on this form. Note: Ability or desire to self-perform all work shall not exempt the prime from Good Faith Efforts to achieve participation.

Contract No. This is the number assigned by the City of Tampa for the bid or proposal.

- **Contract Name.** This is the name of the contract assigned by the City of Tampa for the bid or proposal.
- **Contractor Name.** The name of your business and/or doing business as (dba) if applicable.
- **Address.** The physical address of your business.
- **Federal ID, FIN.** A number assigned to your business for tax reporting purposes.
- **Phone.** Telephone number to contact business.
- **Fax.** Fax number for business.
- **Email.** Provide email address for electronic correspondence.
- **No Subcontracting/consulting (of any kind) will be performed on this contract.** Checking box indicates your business will not use subcontractors when no Subcontract Goal or Participation Plan Requirement was set by the City, but will self-perform all work. When subcontractors are utilized during the performance of the contract, the “Sub-(Contractors/Consultants/Suppliers) Payments” form (MBD Form-30) must be submitted with every pay application and invoice. Note: certified **SLBE or WMBE firms** bidding as Primes **are not exempt** from outreach and solicitation of subcontractors, including completion and submitting Form-10 and Form-20.
- **No Firms listed To-Be-Utilized.** Check box; provide brief explanation why no firms were retained when a goal or participation plan requirement was set on the contract. Note: mandatory compliance with Good Faith Effort outreach (GFECP) requirements applies (MBD Form-50) and supporting documentation must accompany the bid.
- **See attached documents.** Check box, if after completing the DMI Form in its entirety, you need more space to list additional firms and/or if you have supplemental information/documentation relating to the scope/value/percent utilization of subcontractors. Reproduce copies of MBD-20 and attach. All data not submitted on duplicate forms must be in the same format and content as specified in these instructions.

The following instructions are for information of Any and All subcontractors To Be Utilized.

- **Federal ID, FIN.** A number assigned to a business for tax reporting purposes. This information is critical in proper identification of the subcontractor.
- **“S” = SLBE, “W” = WMBE.** Enter “S” for firms Certified by the City as Small Local Business Enterprises and/or “W” for firms Certified by the City as Women/Minority Business Enterprise; “O” = Non-certified others.
- **Company Name, Address, Phone & Fax.** Provide company information for verification of payments.
- **Type of Ownership.** Indicate the Ethnicity and Gender of the owner of the subcontracting business.
- **Trade, Services, or Materials (NIGP code if Known)** Indicate the trade, service, or material provided by the subcontractor. Abbreviated list of NIGP is available at <http://www.tampagov.net/mbd> “Information Resources”.
- **Amount of Quote, Letters of Intent** (required for both SLBEs and WMBEs).
- **Percent of Work/Contract.** Indicate the percent of the total contract price the subcontract(s) represent. For CCNA only (i.e. Consultant A/E Services) you must indicate subcontracts as percent of total scope/contract.
- **Total Subcontract/Supplier Utilization.** – Provide total dollar amount of all subcontractors/suppliers projected to be used for the contract. (Dollar amounts may be optional in CCNA depending on solicitation format).
- **Total SLBE Utilization.** Provide total dollar amount for all projected SLBE subcontractors/Suppliers used for this contract. (Dollar amounts may be optional in CCNA proposals depending on the solicitation format).
- **Total WMBE Utilization.** Provide total dollar amount for all projected WMBE subcontractors/Suppliers used for this contract. (Dollar amounts may be optional in CCNA proposals depending on the solicitation format).
- **Percent SLBE Utilization.** Total amount allocated to SLBEs divided by the total bid/proposal amount.
- **Percent WMBE Utilization.** Total amount allocated to WMBEs divided by the total bid/proposal amount.

If additional information is required or you have questions, please contact the Equal Business Opportunity Program - Minority and Small Business Development Office at (813) 274-5522.



City of Tampa – DMI Sub-(Contractors/Consultants/Suppliers) Payments Partial Final
(FORM MBD-30)


Contract No.: 21-P-00240 Contract Name: BACKFLOW ASSEMBLY MANAGEMENT SOFTWARE RFP #41012821
 Contractor Name: SwiftComply US OpCo Inc Address: Koll Center Pkwy Suite 250, Pleasanton, CA 94566
 Federal ID: 35-2594233 Phone: 480-490-5259 Fax: N/A Email: hello@swiftcomply.com
 GC Pay Period: _____ Payment Request/Invoice Number: _____ City Department: _____
 Total Amount Requested for pay period: \$ _____ Total Contract Amount (including change orders): \$ _____

Type of Ownership - (F=Female M=Male), BF BM = African Am., HF HM = Hispanic Am., AF AM = Asian Am., NF NM = Native Am., CF CM = Caucasian S = SLBE

Type	Company Name Address Phone & Fax	Total Sub Contract Or PO Amount	Amount Paid To Date	Amount To Be Paid For This Period
Trade/Work Activity <input type="checkbox"/> Sub <input type="checkbox"/> Supplier			Amount Pending Previously Reported	Sub Pay Period Ending Date
Federal ID				
F BF BM Professional Serv. Sub 46-1772296	SDTR Consulting LLC 4928 San Marino Cir - Lake Mary Fl 32746 407-221-2138 - srichardson@sdtrconsulting.com		\$	\$
			\$	\$
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			\$	\$
			\$	\$
			\$	\$

(Modifying This Form or Failure to Complete and Sign May Result in Non-Compliance)

Certification: I hereby certify that the above information is a true and accurate account of payments to sub – contractors/consultants on this contract.

Signed:  Name/Title: Olivier Terrien, VP Business Development Date: 02/08/2021
 DMI form 30 (rev. 10/01/12) **Note: Detailed Instructions for completing this form are on the next page**



City of Tampa
Official Letter of Intent
(Form MBD-40)

A Letter of Intent is required for each WMBE/SLBE listed on the Schedule of Subcontractors to be Utilized (MBD 20 Form). Letter of Intent must be signed by both the Bidder/Service Provider and WMBE/SLBE firm.

Bid/Proposal/Contract Number: 21-P-00240

Bid/Proposal/Contract Name: BACKFLOW ASSEMBLY MANAGEMENT SOFTWARE

A. To be completed by the Bidder/Service Provider

Name of Bidder: SwiftComply US OpCo Inc
 Address: Koll Center Pkwy Suite 250, Pleasanton, CA 94566

Contact Person: Olivier Terrien
 Telephone: 480-490-5259 Fax: n/a
 Email: olivier.terrien@swiftcomply.com

B. To be completed by WMBE/SLBE

Name of WMBE/SLBE: SDTR Consulting LLC
 Address: 4928 San Marino Cir - Lake Mary Fl 32746

Contact Person: Sheryl D. Richardson
 Telephone: 407-221-2138 Fax: n/a
 Email: srichardson@sdtrconsulting.com

C. Identify the scope of work to be performed or item(s) to be supplied by the WMBE/SLBE. On unit price bids, identify to which bid line item the WMBE/SLBE's work scope or supply corresponds:

Data manipulation from legacy database to prepare content and format before import to the new database.

- D. Cost of work to be performed by WMBE/SLBE: _____
- E. Cost of work to be performed by WMBE/SLBE as a percent of total City contract amount: \$ 24%

Bidder/Proposer certifies that it intends to utilize the WMBE/SLBE listed above, and that the work described above is accurate. Bidder/Proposer will provide City with copy of the related subcontract agreement and/or purchase order prior to commencement of the WMBE/SLBE's work. The WMBE/SLBE firm certifies that it has agreed to provide such work/supplies for the amount stated above.

Bidder/Proposer:  Olivier Terrien, VP Business Development Date: 02/08/2021
 Signature and Title

WMBE/SLBE Firm:  Sheryl D. Richardson, Owner Date: 02/08/2021
 Signature and Title

Rev. 10/12/12 MBD 40

SECTION 9 - COMPENSATION

The proposed fees are all inclusive for up to 8,000 Backflow Assemblies tested every year (Commercial or Residential) and with unlimited city staff users. There are no hidden extras, no extra hourly rate, no long term contract commitment.

Simple: One-time set-up fee and ongoing yearly subscription fee that includes both software usage, updates, online test submissions by certified testers and customer success (support & maintenance).

Year 1	Qty	Total
System set-up, configuration of custom fields, digital forms (test, surveys) and notifications (email & mailed).	1	\$2,970
Data migration from legacy Tokay and system testing - Professional Services & Consulting (WMBE).	1	\$4,530
Integration with the Cayenta Utility Billing System.	1	included
Online training (unlimited).	1	included
Testers digital outreach program, training and onboarding.	1	included
Recurring Yearly SaaS Fee after Go-Live date, including 24/7 customer success and billing integration support - For up to 8,000 backflow assemblies tested per year.	8,000	\$11,375
Total Year 1 - All inclusive		\$18,875
Subsequent Yearly SaaS Fee (per year) Including Support, Maintenance, Updates & Upgrades. - For up to 8,000 backflow assemblies tested per year.	8,000	\$11,375

Flexible: Optionally and at any renewal anniversary if the City decides to require certified testers to pay a \$5 test fee directly to SwiftComply (via credit card) when they submit their backflow test reports, the City of Tampa would have 100% discount on the Recurring Yearly SaaS Fee. The City would keep full access to the software, full control and ownership of the data and enjoy unlimited training, upgrades, system updates and 24/7 support. Testers would have access to SwiftComply support 24/7 by web, email and toll free phone number.

SECTION 10 - PROPOSER'S AFFIRMATION

PROPOSER'S AFFIDAVIT AND PROPOSAL SIGNATURE FORMS

PROPOSER'S AFFIDAVIT

Before me, the undersigned authority who is duly authorized by law to administer oaths and take acknowledgements, personally appeared

Oliver Terriea

AFFIANT'S NAME (Person's Name)

Who, after being duly cautioned and sworn, and being fully aware of the penalties of perjury, does hereby depose and declare, on his own behalf or as a representative on behalf of a partnership or corporation, or other entity that is the Proposer in the matter at hand, as follows:

1. That the Proposer, if a natural person, is of lawful age.
2. That if the Proposer is a partnership, or a corporation, or other legal person or entity recognized in the State of Florida, it has complied with all laws and ordinances governing the formation and continued existence of such entities, including but not limited to, if a Florida corporation, to the filing of its Articles of Incorporation with the Florida Secretary of State and if a corporation incorporated under the laws of a state other than Florida, that it is duly authorized to do business in the State of Florida; that it is currently an active corporation or entity fully authorized to do business; and that the undersigned is representative of the corporation or entity authorized to make this affirmation and declaration and who has the power to bind said corporation or entity.
3. That if the Proposer is operating under a fictitious name, Proposer has currently complied with and any and all laws and procedures governing the operation of businesses under fictitious names in the State of Florida;
4. That the Proposer has not submitted a rigged Bid, nor engaged in collusive bidding, or a collusive bidding arrangement, or fraudulent bidding, or entered into a conspiracy in connection with this bid with any other natural person, partnership, corporation or other entity making a bid for the same purpose. The Proposer has not entered into any understanding or agreement with any other person or entity where one or more such persons or entities agrees not to bid or fixing the prices to be bid.
5. In the event that the City determines that the Proposer has participated in any collusive, deceptive or fraudulent practices in derogation of the statements in this Affidavit the City, in addition to any other remedy it may exercise, will have the right to debar the Proposer. The contract let under such circumstances shall be deemed invalid.
6. That the Proposer is not in arrears to the City of Tampa upon debt or contract and is not in default, as surety or otherwise, of any obligation to the City, Hillsborough County or the State of Florida
7. That no officer or employee of the City, either individually or through any firm, corporation or business of which he/she is a stockholder or holds office, shall receive any substantial benefit or profit out of the contract or award to this Proposer; nor does the Proposer know of any City officer or employee having any financial interest in assisting the Proposer to obtain, or in any other way effecting, the award of the contract to this Proposer.
8. That, by submitting this bid, the Proposer certifies that he/she has fully read and understands the bid method and has full knowledge of the scope, nature, and quality of work to be performed or the services to be rendered.
9. That, by submitting this Bid, Affiant certifies compliance with Section 287.135, Florida Statutes and for contracts for goods or services of \$1 million or more, that the Proposer is not on the Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Cuba or Syria, and that for contracts for goods or services of any amount, that the Proposer is not on the Scrutinized Companies that Boycott Israel List, and is not engaged in a boycott of Israel. Affiant understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject Proposer to civil penalties, attorney's fees, other costs and termination of any contract that is awarded.

The bid documents contain a General Conditions Section and may, in most cases, contain a Technical Specification Section. General Conditions contain general requirements and Technical Specifications detail the scope of the goods and/or services requested. The Technical Specifications shall always govern whenever there appears to be a conflict.

The Proposer shall comply with the applicable requirements of Federal and state laws, all Codes and Ordinances of the City of Tampa as amended from time to time and any applicable professional regulations.

FURTHER AFFIANT SAYETH NOT.

Bidder: Complete the applicable acknowledgement for an Individual Acting in His/Her Own Right or an Entity (by type):

FOR AN INDIVIDUAL ACTING IN HIS/HER OWN RIGHT

State of _____
 County of _____

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization this ____ day of _____ 20____, by _____, who is personally known to me or who has produced identification and who did (did not) take an oath.

 Signature of Notary Public

 Signature of Affiant

Notary Public
 State of: _____
 My Commission
 Expires: _____

 Printed, typed or stamped
 Commissioned name of notary public

 Printed or typed name of Affiant

FOR AN ENTITY

State of California
 County of Contra Costa


The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization this 9 day of February 2021, by Olivier Terrien, as VP BUSINESS DEVT. of SWIFTCOMPLY a Partnership, Joint Venture, Corporation, Limited Liability Company (LLC) or Other _____, on behalf of such entity. Such individual is personally known to me or has produced identification.

Type of identification produced: CA Drivers

 Signature of Notary Public

 Signature of Affiant

Notary Public CA
 State of: CA
 My Commission
 Expires: 04-19-2024



 Printed, typed or stamped
 Commissioned name of notary public

Olivier Terrien
 Printed or typed name of Affiant

SECTION 11 - PROPOSAL SIGNATURE FORM

PROPOSAL SIGNATURE FORM FOR BACKFLOW ASSEMBLY MANAGEMENT SOFTWARE

In compliance with this RFP and to all the conditions imposed herein, the undersigned offers and agrees to provide **RFP# 41012821, BACKFLOW ASSEMBLY MANAGEMENT SOFTWARE**, in accordance with the attached signed proposal, or as mutually agreed upon by subsequent negotiation. This completed Proposal Signature form must be submitted with the Proposer's written proposal and will become a part of any agreement that may be awarded. This Proposal Signature Form must be signed by an authorized representative with ink-pen (electronic signature or copy of signature is prohibited), as defined in Section II. General Conditions, Subsection 3. Content of Proposal of this RFP. **If the Proposal Signature Form is not signed by an authorized representative or submitted with the proposal, the proposal is considered non-responsive.**

Please type or print:

Name of Firm: SwiftComply US OpCo Inc

Address: 6701 Koll Center Pkwy Suite 250

City: Pleasanton State: CA Zip: 94566

Contact Person: Olivier Terrien Title: Vice President Business Development

Federal ID #: 35-2594233 Telephone No.: 480-4905259 Email: hello@swiftcomply.com

Type Organization: Individual Small Business Non-Profit
 Partnership Corporation Joint Venture

Attach copies of all such licenses, permits or certificates issued to the business entity.

Business is licensed, (unless exempt by applicable law) permitted or certified to do business in the State of Florida:
 Yes No. License # F19000001491

Minority Business Status: Black Hispanic Woman Other

Is your business certified as a minority business (WMBE) or small business enterprise (SLBE) with any government agency?
 Yes No. If yes, please list below:

Agency Name	Certification Number	Expiration Date
_____	_____	_____
_____	_____	_____

Sub-Contracting Submittals required: Forms MBD-10, MBD-20 must be submitted with the bid/proposal.

By signing this Proposal Signature Form, the Proposer complies with all of the requirements of the RFP package including but not limited to Communication Policy and City of Tampa Ethics Code contained in SECTION II. GENERAL CONDITIONS.

NOTE: When Proposer is a corporation, the president, vice president or other person duly authorized to bind the corporation shall set out the corporate name in full beneath which he/she shall sign his/her name and give the title of his/her office or position. The proposal shall also bear the seal of the corporation attested by its corporate secretary. **Proposals signed by a person other than an officer of the corporation, shall be accompanied by evidence of authority.**

Authorized Signature:  Date: 02/08/2021

DocuSign Envelope ID: 2FF6E717-6DAF-463E-92A6-0379555D390



**SWIFTCOMPLY US OPCO, INC
(the Company)**

**Minutes of a Meeting of the Board of Directors
Held at via Zoom Meeting
on Wednesday 10th February 2020 at 9am**

Present: Michael O'Dwyer (Chairperson & President)
David Gibbons (Secretary)

1. Purpose of Meeting

The Chairperson noted that, the purpose of the meeting was to consider and if thought fit, approve the appointment of Olivier Terrien, Vice President of Business Development as an authorized officer of the corporation for the purposes of executing sales documents, proposals and customer contracts & subscription agreements.

- (a) The chairperson noted that, due to the temporary closure of our business offices in response to the Covid-19 pandemic, in-person signing of corporate documents and customer contracts has been logistically challenging.
- (b) The chairperson also noted that as Vice-president of Business Development, Olivier Terrien has responsibility for all business activities including drafting sales proposals, negotiating commercial contracts and managing the sales organization.
- (c) It was therefore recommended that Mr Terrien be assigned authority to execute (and sign) legal documents on behalf of the corporation from 1st January 2021 - 31st December 2021, subject to annual review.

2. Appointment of Olivier Terrien

It was noted that Olivier Terrien had consented to be appointed as an authorized signatory of the Corporation and **IT WAS RESOLVED** that Olivier Terrien be appointed as an officer of the Corporation with effect on and from 1st January 202.

3. Filing



swiftcomply.com

DocuSign Envelope ID: 2FF6E717-6DAF-463E-92A6-0379555D390

1



The secretary was then instructed to make all necessary and appropriate entries in the books and registers of the corporation and to arrange for the necessary forms and documents to be filed with the relevant authorities.

4. Close

There being no further business the Meeting was closed.

Signed:

DocuSigned by:
Michael O'Dwyer
01F0B019EA114C3

Michael O'Dwyer
President and Chairperson

Date: 2/10/2021



swiftcomply.com

ATTACHMENT B - CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all bidders/proposers, must disclose if any elected or appointed officer of the City of Tampa, City of Tampa employee(s), or any immediate family member* or close personal relation** of an elected or appointed officer of the City of Tampa or City employee(s) is also an owner, corporate officer, agent, employee, stockholder, or has a controlling financial interest***, etc., of their business.

*Immediate family means spouse, parents and children of the person involved.

**Close personal relationship means dating, cohabitation, and/or having an intimate sexual relationship. Dating includes but is not limited to casual dating, serious dating, or casual sexual involvement where the parties have no intention of carrying on a long-term relationship, cohabitation, and any other conduct or behavior normally associated with romantic or sexual relationships. This definition applies regardless of the sexual orientation of the employees involved. Persons involved in a close personal relationship shall be referred to as a "close personal relation."

***Controlling financial interest means ownership, directly or indirectly, to ten (10) percent or more of the outstanding capital stock in any corporation or a direct or indirect interest of ten (10) percent or more in a firm, partnership, or other business entity or such other interest or position in a business entity sufficient to allow him or her to control its operations.


Indicate either "yes" (a City employee, elected or appointed official is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES ___ NO X

NAME(S) / POSITION(S)

FIRM NAME: SwiftComply US OpCo Inc

BY (PRINTED NAME): Olivier Terrien

BY (SIGNATURE): 

TITLE: Vice President Business Development

DATE: 02/08/2021

Annexes - Other Relevant Documentation

- 1. Minority/Women (WMBE) Engagement**
- 2. SwiftComply Environmental Policy Statement**
- 3. Service Level Agreement**
- 4. Disaster Recovery Plan**
- 5. Technical & Security Information**

1- Small Business/Minority/Women (WMBE) 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 50%. 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.

We are proud to support and work with local Women/Minority Business Enterprise (WMBE) which one of them is included in our proposal.

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.

(4-10)

- PRIVATE & CONFIDENTIAL -

2- 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

- PRIVATE & CONFIDENTIAL -

4- SwiftComply Disaster Recovery Plan

Version: 1.4

Revision History

Revision	Date	Description
1.0	11/28/2016	Initial Revision
1.1	03/23/2017	Review - Updated Logo & branding
1.2	04/12/2018	Annual Review
1.3	05/31/2019	Annual Review
1.4	05/14/2020	Update contacts & review

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Introduction

This document delineates our policies and procedures for technology disaster recovery, as well as our process-level plans for recovering critical technology platforms and the telecommunications infrastructure. This document summarizes our recommended procedures. In the event of an actual emergency situation, modifications to this document may be made to ensure physical safety of our people, our systems, and our data.

Our mission is to ensure information system uptime, data integrity and availability, and business continuity.

Objectives

The principal objective of the disaster recovery program is to develop, test and document a well-structured and easily understood plan which will help the company recover as quickly and effectively as possible from an unforeseen disaster or emergency which interrupts information systems and business operations

Plan Overview

- The disaster recovery plan should cover all essential and critical infrastructure elements, systems and networks, in accordance with key business activities.
- The disaster recovery plan should be periodically tested in a simulated environment to ensure that it can be implemented in emergency situations and that the management and staff understand how it is to be executed.
- All staff must be made aware of the disaster recovery plan and their own respective roles.
- The disaster recovery plan is to be kept up to date to take into account changing circumstances.

Key Personnel Contact Info

Name, Title	Contact Option	Details
Mick O'Dwyer, CEO	Mobile	
	Email	mick@swiftcomply.com
Brian Clapper, VP of Engineering	Mobile	
	Email	brian.clapper@swiftcomply.com

External Contacts

Provider	Contact Option
GCP	https://cloud.google.com/support-hub
Stripe	https://support.stripe.com/

Backup Strategy

Business processes and the agreed backup strategy

Business Process	Backup Strategy
Database	Read replica Daily instance snapshots
Web Services	Multiple availability zones Autoscaling Instance snapshots Alternative domains
File Storage	Bucket versioning

Risk Management

Refer to the associated risk list

Emergency Response

Plan Triggering Event

Key trigger issues that would lead to activation of the DRP are:

- Lost or corruption of database data
- Lost of communication from the default routes of the web services
- Lost or corruption of bucket files

Emergency Response Team

When an incident occurs the Emergency Response Team (ERT) must be activated. The ERT will then decide the extent to which the DRP must be invoked.

The team's responsibilities include:

- Assess the extent of the disaster and its impact on the business
- Decide which elements of the DR Plan should be activated
- Restore key services within 2.0 business hours of the incident
- Recover to business as usual within 8.0 to 24.0 hours after the incident

Emergency Alert

The person discovering the incident calls a member of the Emergency Response Team in the order listed:

Emergency Response Team

- Brian Clapper
- David Christian
- Dylan Boltz

DRP Exercising

Disaster recovery plan exercises are an essential part of the plan development process. In a DRP exercise no one passes or fails; everyone who participates learns from exercises – what needs to be improved, and how the improvements can be implemented. Plan exercising ensures that emergency teams are familiar with their assignments and, more importantly, are confident in their capabilities.

Successful DR plans launch into action smoothly and effectively when they are needed. This will only happen if everyone with a role to play in the plan has rehearsed the role one or more times. The plan should also be validated by simulating the circumstances within which it has to work and seeing what happens

Disaster Recovery Plan for Web Application

Scenario 1: Connection Issues

Validate domain and platform is available, if one of them is an issue reroute traffic to alternative domains or availability zones.

Scenario 2: Server Loss

Spawn a new instance from the most recent snapshot

Disaster Recovery Plan for Database

Scenario 1: Data Loss

In case of data loss or corruption verify read replica and promote to write.

Scenario 2: Server Loss

Enable maintenance window and recover from most recent snapshot

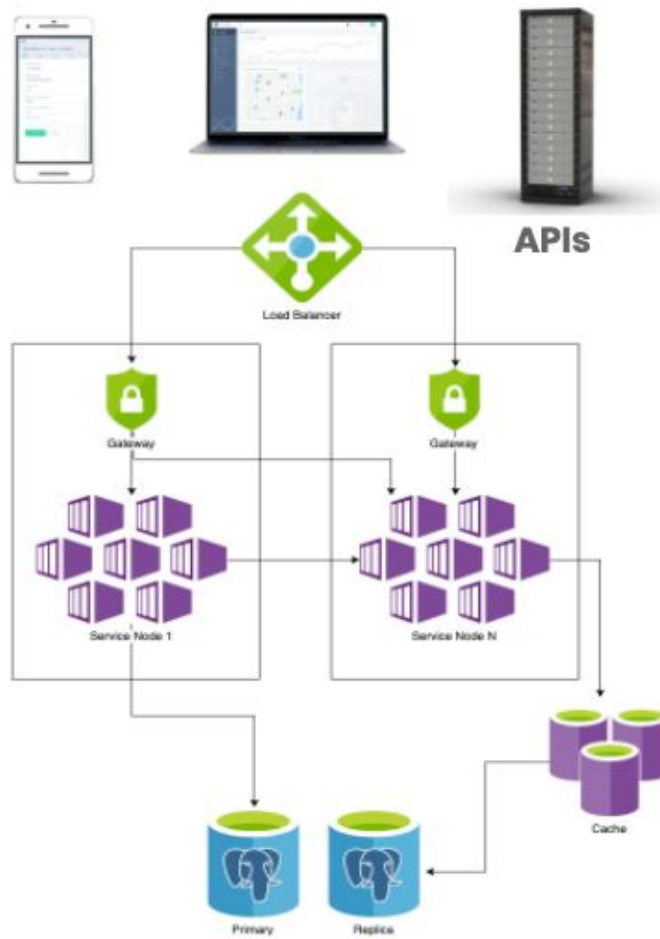
Disaster Recovery Plan for Files

Scenario 1: File Lost

Navigate the bucket/object versioning to recover data accordingly

5- Technical & Security Information

SwiftComply Backflow



A. Risk Management

SwiftComply follows the principles according to the standard ISO 31000 "Risk management – Principles and guidelines on implementation". [https://en.wikipedia.org/wiki/ISO_31000]

In broad terms, the process consists of:

- Identification of assets.
- Conduct a threat assessment.
- Conduct a vulnerability assessment.
- Calculate the impact that each threat would have on each asset.
- Identify, select and implement appropriate controls.
- Evaluate the effectiveness of the control measures.

B. Information Security Policy

SwiftComply's security & privacy policy is published on our website: <https://www.swiftcomply.com/privacy-policy/>

Our head of engineering is in charge of defining and implementing our information security policy and reviewed periodically at least once per year with our CEO.

C. Information Security Organization

SwiftComply information security policy includes:

- Instructions on how to store, transmit or share information securely.
- The policies concerning the use of devices, machines, and equipment.
- The policies for making use of the company's network and wireless network.
- The policies for limiting the usage of sensitive software.
- The policies for monitoring the security.
- The information regarding the authority to block any devices to contain security breaches.
- Information on the implementation of policies which are more cost-effective.

We also rely on Google Cloud Platform (GCP) and adopts security policies defined by GCP: <https://cloud.google.com/security/overview>

D. Physical and Environmental Security

SwiftComply solution is hosted by Google Cloud Platform (GCP) and adopts security policies defined by GCP: <https://cloud.google.com/security/overview>

E. Operational Security

In regards to IT: only those that need access have the ability to connect to the production network. Further, only those that need super user (root or similar) access have the ability to perform those functions.

Logging and analysis is handled via GCP. Other systems or application monitoring is done via various third party monitoring services

IDS is handled via GCP's internal systems

For non critical data we rely on GCPs cloud storage.

For critical data, along with cloud storage we perform daily database backup and recoveries to ensure the backup viability, and store at least 7 days of backups. Our data is backed by PostgreSQL, an open source object-relational database with more than 30 years in the market.

Changes (bugs and features) are run through product management, then the head of engineering, then assigned to someone to investigate and fix. All commits are run through automated tests before being deployed to production.

F. Access Control

Only those that require access to maintain the stability of the system are given access to the production network.

SwiftComply policy establishes the Enterprise Access Control Policy, for managing risks from user account management, access enforcement and monitoring, separation of duties, and remote access through the establishment of an Access Control program. The access control program helps SwiftComply implement security best practices with regard to logical security, account management, and remote access. SwiftComply has chosen to adopt the Access Control principles established in NIST SP 800-53 "Access Control," Control Family guidelines, as the official policy for this domain.

G. Software Development and Maintenance

Modified Agile would be the best description, with continuous delivery

Applications are scanned regularly with OWASP's ZAP to detect potential weaknesses. These are recorded and investigated to verify if we are in fact susceptible or if it is a false positive.

We review new software updates and system libraries once a month to determine what is needed to be updated and when. We prefer to err on the side of caution with most patches, where unless they fix an exploitable vulnerability, we give the patch time to be applied by others to assess its potential issues.

At least monthly or ad hoc when new severe vulnerabilities are discovered

H. Incident management

SwiftComply has established processes that:

- detect and identify events
- triage and analyze events to determine whether an incident is underway
- respond and recover from an incident
- improve our capabilities for responding to a future incident

I. Business Continuity

SwiftComply's business continuity plan outlines the potential impact of disaster situations, creates policies to respond to them and helps businesses recover quickly so they can function as usual. The main goal of the BCP is to protect personnel and assets, both during and after an emergency.

The leadership team including the CEO, head of engineering and head of customer reviews the BCP annually, determines any weaknesses and takes the appropriate action.

J. Regulatory Compliance

SwiftComply regulatory compliance is described in our employee handbook which is received, reviewed and acknowledged by each employee. Our controller and counsel worked diligently with our CEO to ensure compliance with Federal, State, and local laws.

K. Privacy

SwiftComply strives to follow best practices in privacy based on GCP <https://cloud.google.com/security/privacy> and the NIST Privacy Framework.

SwiftComply's security & privacy policy is published on our website: <https://www.swiftcomply.com/privacy-policy/>

Vendor Cloud Questionnaire

Questions	Answer Received
Data	
Data ownership – Does the contract clearly document City is sole owner of the Data & meta Data used for the Cloud service offered?	Yes – all data belongs to the City.
Where is the data hosted? Are backups of the customer data performed? Please provide frequency of backups, location of backups and any other relevant details.	All data is hosted and processed on Google Cloud Platform (GCP). Our data is backed by PostgreSQL, an open source object-relational database with more than 30 years in the market. Database is backed up daily and our current retention policy is to keep back-ups for a week. All backup files are again managed by GCP. All uploaded files are versioned by GCP.
Confirm Data will not be used for Data mining etc.	Confirmed.
Will the vendor guarantee they will not move City data to another hosting jurisdiction without prior notification?	Confirmed – will need to be added to contract
Does the vendor use a 3rd party to host data? Who?	All data is hosted by GCP.
Records management	
Will you delete customer data upon request? Are there any additional costs to delete customer data?	Our application is self-serve, allowing application admin to delete or archive customer data. Additionally, our support team can assist with specific issues.

When a customer contract terminates, how long is customer data retained? Can customers retrieve their data regardless of the cause of termination or expiration of agreement?	Upon termination we will provide a data file with all customer data on the termination date. Customer data will be provided regardless of the reason for termination
Identity & Access Management	
For Single Sign On, does the application support the following protocols: a. SAML 2.0 b. WS-Trust/WS-Federations c. OAuth	Single Sign On - SAML 2.0
How is access granted to administrators and users of the cloud service? What type of strong authentication is used? Is there an administrative interface provided to manage the service? Are only authorized users able to change content?	All access to user data is managed by session authorization, users are required to set up a password (10 character minimum) and use it along with their email to access the application. The system is responsible for authorizing the user to access the data. Sessions expire after 30 days and users are required to re-enter their login details. First user created is granted admin rights of the account and this user can add or remove new users as well as to grant them admin permissions as well Only admin users can change the general settings of the account or invite new users.
What auditing capabilities exist? (e.g. Access audit, failed access attempts, audit trails of all activity, etc.). Are audits available to administrators or must they be requested from the vendor.	Application tracks changes done to most records, currently there's no public access to these changes and should be requested Users with more than 5 failed attempts to login will be blocked and requested to unlock their account via E-mail
Security	
What security standards are supported by the solution for data in transit and data in rest? Any encryption of data at rest? If yes, who owns the key? What encryption capabilities are offered? How are the encryption keys managed?	Data is encrypted on transit using HTTP over TLS, at rest data is encrypted via GCP encryption keys.
How is the service accessed by users (e.g. HTTP, HTTPS, Other...)?	HTTPS via a web browser
What is the physical security of the facility hosting the service?	We utilize GCP services, all about their data centers can be found at https://cloud.google.com/infrastructure
What is the security architecture for the service?	As above

<p>If a multi-tenant environment exists, what technologies are utilized to provide network traffic separation for clients (e.g. VLAN, VPN)? Is client network traffic access separated from provider network access?</p>	<p>There's no network separation between clients, requesting the proper URL for the desired tenant identifies the tenant and the application validates that the current session is authorized to access that resource</p>
<p>Will data center or other certifications or results of audits be provided on request?</p>	<p>The IT infrastructure that GCP provides to SwiftComply is designed and managed in alignment with security best practices and a variety of IT security standards, including: SOC1/SSAE16/ISAE3402 (formerly SAS70), SOC2 SOC3 FISMA FedRAMP DODSRG Levels 2 and 4 PCIDSSLevel1 EU Model Clauses ISO9001 /ISO27001 / ISO 27017 / ISO 27018 ITAR IRAP FIPS 140-2 MLPS Level 3 MTCS</p>
<p>How would the vendor or subcontractors notify The City in the event of a security breach, including timelines and communication channels?</p>	<p>We will contact the designated client contact by email. Response time depends on severity of breach as detailed below.</p>
<p>How would vendor or subcontractors notify The City if law enforcement wants access to their data and what restrictions are there on the use and disclosure of the data (US Patriot Act etc.)?</p>	<p>We will contact the designated client contact by email as soon as practicably possible Immediately upon receipt of a legal hold request, SwiftComply will Establish a secure repository for collected electronically stored information (ESI) to prevent alteration or destruction. Protect passwords, codes, and instructions required to access ESI.</p>
<p>Have there been any third-party security and access management practice audits been conducted for the solution, which can be shared? When the last time an audit was performed and what was is the ongoing frequency? Would you entertain a vulnerability test assessment conducted by The City or a 3rd party on behalf of The City?</p>	<p>We do not routinely conduct penetration tests unless specifically required by a client under contract. Our team leverages third-party tools such as https://brakemanscanner.org/index.html and https://github.com/rubysec/bundler-audit to conduct routine security tests. These tests are conducted with each release to production (weekly).</p>
<p>Privacy & Legal</p>	
<p>In what provinces or countries is data stored, transmitted or processed, including backups and mirroring sites? Do you use a 3rd Party provider for hosting? If so, who? What is the legal jurisdiction for this data?</p>	<p>All data is stored and processed in GCP Zone/Region</p>

Will City data, extracts or summaries be used for any purpose other than providing the service (machine learning, cross platform advertising, etc.)? Describe in detail what data or summary of data would be shared and why. Is the data provided automatically? Can The City opt out of this?	No. We do not use City data for any purpose other than the services described.
Do customers have the ability to terminate their contract? If so, why and when?	Yes – our contracts renew annually. Customers may terminate for any reason with 90 days' notice. (or immediately in the event of a contractual breach)
What are the implications of non-compliance with the agreed Quality of Performance metrics?	We offer rebate on the subscription fee in the event the uptime falls below SLA levels. In the event where the SLA is not met in any given month, a service credit is provided, calculated as a percentage of the total amounts paid by City for the SwiftComply Service that are attributable to the monthly period in which the Unavailability occurred. Uptime Percentage Service Credit Percentage Less than 99.9% but equal to or greater than 98.0% 10% of the fees attributable to such month Less than 98.0% but equal to or greater than 90.0% 20% of the fees attributable to such month Less than 90.0% 100% of the fees attributable to such month
What liability or financial penalty will be attributed to the cloud vendor for loss or wrongful disclosure of data by the cloud vendor or subcontractor?	Liability is limited to the value of the contract
Is The City welcome to audit data assurance and other controls for the service?	Yes – in line with GCP policies and procedures
Are there any extra costs for customers to recover their data at contract termination?	No
Business Assurance Considerations	
Describe your Disaster Recovery plan and frequency of testing your DR plan? How many DR facilities are available and what are their locations?	The system is deployed across availability zones and can handle the loss of a single zone with only a minor failover process like DB failover. If the loss of 2 zones occurs, and the outage is determined to be permanent or a major disruption to business, a daily backup can be restored to another region.
Service Assurance Considerations	
Do you provide a Service Level Agreement to customers? Can you provide a copy?	Yes. Copy available on confirmation of intent to proceed

<p>Do you provide any uptime or performance guarantees? Do you provide any performance or service metrics to your customers?</p>	<p>Yes Available monthly, on request</p>
<p>Do you have any scheduled maintenance windows? Please provide details. Describe how any service degradation/failure events are monitored/how is the end-user notified? How are the events rectified?</p>	<p>Maintenance is performed between the hours of 6pm – 6am PST. Generally, maintenance is performed on weekends. Swiftcomply provides 48 hour’s notice</p>
<p>How is the success of a product release/upgrade ensured? Can the ‘The City’ opt out of any changes that would negatively impact them?</p>	<p>SwiftComly works with continuous integration, all changes done to the app are tested against a battery of test to guarantee the expected behavior of the app additionally using continuous deployment, meaning once the system is tested and deemed to be safe is deployed and made alive to all users, currently no user can opt out of new updates</p>
<p>Describe the timelines and notification process for error corrections, minor changes, and enhancements. How are clients notified?</p>	<p>If reported or requested by the client, notified by email upon completion. For general enhancements, notified in monthly update by email and/or directly by the account manager</p>



Information Security Policies

Cloud Hosting Policy

Policy #	PL-10.2.1	Effective Date	9/15/2014	Email	securityoffice@tampagov.net
Version	1.2	Contact	Zinaich, Martin	Phone	813.274.8547

OVERVIEW

Cloud and offsite hosting offer a credible alternative to traditional IT delivery models. Cloud and offsite hosting can provide benefits such as rapid delivery, enhanced scalability, agility and new funding models. This policy provides a way for the City of Tampa to utilize offsite-hosting facilities to include Software as a Service (SaaS), Platform as a Service (PaaS), and Infrastructure as a Service (IaaS) – referred to as “Cloud and Offsite Hosting Services” in the remainder of this policy.

PURPOSE

This policy establishes the technical terms and conditions for cloud or offsite Service Providers and services. All IT-related RFPs, Contracts, etc. must abide by this policy. These technical terms and conditions will help to protect City departments by mitigating the risks associated with entrusting the City’s data to a third party.

SCOPE

- This Policy is applicable to all users of the City of Tampa communications and computing resources.
- Terms and Conditions Clauses 1-10 are mandatory for every engagement. The city will review any exceptions taken and, at its sole discretion, may deem such exceptions as unacceptable, non-compliant, and nonresponsive
- Terms and Conditions Clauses 11-23 are preferred but not mandatory. The applicability of each depends on the nature of engagement and will be negotiated in the final contract.
- Additional Terms and Conditions may be negotiated to meet the demands of a particular engagement, and will be identified in the final contract.

TERMS AND CONDITIONS CLAUSE 1 (MANDATORY)

The Service Provider shall have a fully implemented information security program to protect City of Tampa information assets, and provide a high-level overview of that program to the City of Tampa Information Security Office.

TERMS AND CONDITIONS CLAUSE 2 (MANDATORY)

The City of Tampa shall own all right, title and interest in its data that is related to the services provided by this contract. The Service Provider shall not access City of Tampa User accounts, or City of Tampa Data, except (i) in the course of data center operations, (ii) response to service or technical issues, (iii) as required by the express terms of the contract, or (iv) at City of Tampa's written request.

TERMS AND CONDITIONS CLAUSE 3 (MANDATORY)

Protection of personal privacy and sensitive data shall be an integral part of the business activities of the Service Provider to ensure that there is no inappropriate or unauthorized use of City of Tampa information at any time. To this end, the Service Provider shall safeguard the confidentiality, integrity, and availability of City information and comply with the following conditions:

- a) Personal information obtained by the Service Provider shall become and remain property of the City of Tampa.
- b) At no time shall any data or processes which either belongs to or are intended for the use of the City of Tampa or its officers, agents, or employees, be copied, disclosed, or retained by the Service Provider or any party related to the Service Provider for subsequent use in any transaction that does not include the City of Tampa.
- c) The Service Provider shall not use any information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service.
- d) The Service Provider shall encrypt all non-public data in transit to the cloud during the life of the contract. Reference: Fla. Stat. § 501.171
- e) For engagements where the Service Provider stores sensitive personally identifiable or otherwise confidential information, this data shall be encrypted at rest. Examples are Social Security Number, Date of Birth, Driver's License number; passwords, financial data, and federal/state tax information.

TERMS AND CONDITIONS CLAUSE 4 (MANDATORY)

The Service Provider shall not store or transfer non-public City of Tampa data outside of the United States without the written consent of the City. This includes backup data and Disaster Recovery locations.

TERMS AND CONDITIONS CLAUSE 5 (MANDATORY)

The Service Provider shall provide written notice to the City of Tampa of any actual security breach that jeopardizes the City of Tampa data or processes. This notice shall be given to the City of Tampa within 24 hours of its discovery. Full disclosure of the jeopardized data shall be made. In addition, the Service Provider shall inform the City of Tampa of the actions it is taking or will take to reduce the risk of further loss to the City.

TERMS AND CONDITIONS CLAUSE 6 (MANDATORY)

Florida law requires public breach notification when citizen personally identifiable information is lost or stolen. Reference: FL Stat., Sec. 501.171

All communication shall be coordinated with the City of Tampa. When the Service Provider is liable for the loss, the City of Tampa shall recover all costs of response and recovery from the breach.

TERMS AND CONDITIONS CLAUSE 7 (MANDATORY)

The Service Provider shall contact the City of Tampa upon receipt of any electronic discovery, litigation holds, discovery searches, and expert testimonies related to, or which in any way might reasonably require access to the data of the City. The Service Provider shall not respond to subpoenas, service of process, and other legal requests related to the City of Tampa without first notifying the City unless prohibited by law from providing such notice.

TERMS AND CONDITIONS CLAUSE 8 (MANDATORY)

In the event of termination of the contract, the Service Provider shall implement an orderly return of City of Tampa data in a City-defined format and the subsequent secure disposal of City of Tampa data.

Suspension of services:

During any period of suspension, the Service Provider shall not take any action to erase any City of Tampa data.

Termination of any services or agreement in entirety:

In the event of termination of any services or agreement in entirety, the Service Provider shall not take any action to erase City of Tampa data for a period of 90 days after the effective date of the termination. After such 90 day period, the Service Provider shall have no obligation to maintain or provide any City of Tampa data and shall thereafter, unless legally prohibited and subject to applicable law, destroy all City of Tampa data in its systems or otherwise in its possession or under its control.

Post-Termination Assistance:

The City of Tampa shall be entitled to any post-termination assistance generally made available with respect to the Services unless a unique data retrieval arrangement has been established as part of a Service Level Agreement.

Secure Data Disposal

When requested by the City of Tampa, the provider shall destroy all requested data in all of its forms, for example: disk, CD/DVD, backup tape, and paper. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST) approved methods and certificates of destruction shall be provided to the City of Tampa.

TERMS AND CONDITIONS CLAUSE 9 (MANDATORY)

The Service Provider shall conduct criminal background checks on all staff, including sub-contractors, utilized to fulfill the obligations of the contract. If any staff being utilized to fulfill the obligations of the contract have criminal convictions or pending litigation, including but not limited to dishonesty or criminal fraud, the service provider shall notify the City of Tampa

Employment Services Manager or the City of Tampa Information Officer. The Service Provider shall promote and maintain an awareness of the importance of securing the City of Tampa's information among the Service Provider's employees and agents.

TERMS AND CONDITIONS CLAUSE 10 (MANDATORY)

The Service Provider shall comply with the Florida public records law (Chapter 119, Florida Statutes), including Section 119.0701, Florida Statutes, if such laws are applicable to the Service Provider's performance.

The Service Provider must manage the City of Tampa's public records in accordance with all applicable records management laws and regulations, including those set forth by the State of Florida's Division of Library and Information Services of the Department of State. Reference: Fla. Stat. § 119.021

TERMS AND CONDITIONS CLAUSE 11

The Service Provider shall allow the City of Tampa access to system security logs, latency statistics, etc. that affect this engagement, its data and or processes. This includes the ability for the City of Tampa to request a report of the records that a specific user accessed over a specified period.

TERMS AND CONDITIONS CLAUSE 12

The Service Provider shall allow the City of Tampa to audit conformance to the contract terms. The City of Tampa may perform this audit or contract with a third party at its discretion and at the City's expense.

TERMS AND CONDITIONS CLAUSE 13

The Service Provider shall perform an independent audit of their data centers at least annually at their expense, and provide a redacted version of the audit report upon request. The Service Provider may remove their proprietary information from the redacted version. For example, a Service Organization Control (SOC) 2 audit report would be sufficient.

TERMS AND CONDITIONS CLAUSE 14

Advance notice (to be determined at contract time) shall be given to the City of Tampa of any major upgrades or system changes that the Service Provider will be performing. A major upgrade is a replacement of hardware, software or firmware with a newer or better version, in order to bring the system up to date or to improve its characteristics and usually includes a new version number. The City of Tampa reserves the right to defer these changes if desired.

TERMS AND CONDITIONS CLAUSE 15

The Service Provider shall disclose its non-proprietary security processes and technical limitations to the City of Tampa such that adequate protection and flexibility can be attained between the City of Tampa and the Service Provider. For example, virus checking and port sniffing – the City of Tampa and the Service Provider shall understand each other's roles and responsibilities.

TERMS AND CONDITIONS CLAUSE 16

The Service Provider shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff access of customer data to that which is absolutely needed to perform job duties.

TERMS AND CONDITIONS CLAUSE 17

The City of Tampa shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the Service Provider. This includes the ability for the City of Tampa to import or export data to/from other Service Providers.

TERMS AND CONDITIONS CLAUSE 18

The Service Provider shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing, and maintaining the environment are the responsibilities of the Service Provider. The system shall be available 24 hours per day, 365 days per year basis (with agreed- upon maintenance downtime), and providing service to customers as defined in the Service Level Agreement.

TERMS AND CONDITIONS CLAUSE 19

The Service Provider shall identify all of its strategic business partners related to services provided under this contract, including but not limited to, all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Service Provider, who will be involved in any application development and/or operations.

The City of Tampa shall be notified, in advance, if any City of Tampa services or data are to be subcontracted to a third party. The Service Provider shall not subcontract any of its rights and obligations under its contract with the City of Tampa without the written consent of the City.

TERMS AND CONDITIONS CLAUSE 20

The City shall have the right at any time to require that the Service Provider remove from interaction with City data any Service Provider representative who the City believes is detrimental to its working relationship with the Service Provider. The City will provide the Service Provider with notice of its determination, and the reasons it requests the removal. If the City signifies that a potential security violation exists with respect to the request, the Service Provider shall immediately remove such individual. The Service Provider shall not assign the person to any aspect of the contract or future work orders without the City's consent.

TERMS AND CONDITIONS CLAUSE 21

The Service Provider shall provide a business continuity and disaster recovery plan upon request and ensure that the City's Recovery Time Objective (RTO) and Recovery Point Objective (RPO) is met, as defined in the contract.

TERMS AND CONDITIONS CLAUSE 22

The Service Provider shall use web services exclusively to interface with the City's data in near real-time when possible.

TERMS AND CONDITIONS CLAUSE 23

The Service provider shall encrypt all City of Tampa non-public data that resides on any Service Provider's mobile devices during the life of the contract.



REFERENCES

Fla. Stat. Chapter 119

Fla. Stat. § 501.171

ISO 27002: (s)10.2.1

APPROVAL AND OWNERSHIP

Created By	Title	Date	Signature
Zinaich, Martin	ISO	9/15/2014	
Approved By	Title	Date	Signature
Huapert, Russell	CIO	9/15/2014	

REVISION HISTORY

Version	Revision Date	Review Date	Description
1.0			Original Publication
1.1	6/27/2018	6/27/2018	Clause 6 - Florida Statute 817.5681 has been repealed and replaced with FL Stat., Sec. 501.171
1.2	8/27/2020	8/27/2020	Updated Scope definition T&Cs for Clauses 1-10 to allow review for exceptions

Note: A hard copy of this document is for reference only and the latest approved version is located on the City of Tampa Intranet – Information Security Office site ([Permalink](#))

SECTION 4 - STATEMENT OF WORK

SwiftComply Backflow solution is 100% compliant with the City's requirements and the details are included in the tables below.

The software solution is 100% hosted in the cloud, web based and accessible via any internet connected devices. System architecture and technical information are detailed in the Annexes, **page 28**. The detailed operational plan and delivery plan are described **page 58**.

Functional Category: Business Requirements			
GF-01	GF-01 Can be shared by multiple agencies with secured credentials from within and outside COT network	SF	
GF-02	GF-02 Ability to adjust terminology to naming conventions of the City of Tampa	SF	
GF-03	GF-03 Ability to create mailing list extracts for customers based on a variety of selectable criteria	SF	
GF-04	GF-04 Ability to create custom asset attributes, statuses, condition codes and archive assets	SF	
GF-05	GF-05 Ability to add attachments to assets (Word, Excel, Bitmap, JPEG, PNG, PDF, etc)	SF	
GF-06	GF-06 Ability to manage inventory of assets	SF	
GF-07	GF-07 Ability to designate mandatory fields	SF	
Functional Category: Document Management			
DM-01	DM-01 Ability to send customer reminders	SF	
DM-02	DM-02 Ability to add, modify, delete and lookup contact information	SF	
DM-03	DM-03 Ability to categorize name and company	SF	
DM-04	DM-04 Ability to consolidate contact information to remove duplicate names	SF	Our solution provides a real-time duplicates checker
DM-05	DM-05 Ability to generate a list for a mailing or any other purpose based on one or more name and address categories or by selecting names in any order or grouping	SF	
DM-07	DM-06 Ability to accommodate international and multilingual addresses	SF	
DM-08	DM-07 Ability to select letters to send to the client	SF	
Functional Category: Reports			
RP-01	RP-01 Ability to create and update user-defined reports and email confirmations	SF	
RP-02	RP-02 Ability to configure reports such as report titles, selection criteria, sort criteria, report description and items listed per page	SF	
RP-03	RP-03 Provide a report wizard to assist in customizing predefined reports	SF	

RP-04	RP-04 Ability to export to other formats such as csv file, Word, Excel and/or PDF formats	SF	.CSV for reports, PDF for Notices.
RP-05	RP-05 Provide Ad hoc report capability with customized layouts and customized filtering options	SF	
RP-06	RP-06 Ability to produce a variety of standard productivity reports	SF	
Non-Functional			
	Availability		
NF-01	NF-01 Provide availability and support for weekday and weekend Agreed Service Times (AST), specifically at 99% from 6 AM to 6 PM EST and 97% from 6 PM to 12 AM EST measured weekly	SF	
NF-02	NF-02 Provide the ability to produce documentation for any specific downtime requirements of the application	SF	
NF-03	NF-03 Provide a minimum 48 hour advance notice for any planned outage not part of an application upgrade	SF	
NF-04	NF-04 Provide the ability to produce a documented backup plan for times when the hosted system is not available	SF	Excel or Paper
	Efficiency (Performance)		
NF-05	NF-05 Provide the ability to identify and document minimum requirements for PCs to ensure proper functioning of hosted application and equipment, including but not limited to bandwidth, latency, network connections speed, browser version	SF	
	Flexibility		
NF-06	NF-06 Provide the ability to implement future enhancements	SF	Automated regular updates
	Integrity (Security)		
NF-07	NF-07 Provide the ability to fully support SSL, S-HTTPS secure encryption	SF	
NF-08	NF-08 Provide the ability to protect the authenticity of communications sessions	SF	
NF-09	NF-09 Provide the ability to support industry acceptable security controls of Internet, Extranet and Intranet enabled applications	SF	
NF-10	NF-10 Provide the ability to support industry acceptable Wireless Security protocols	SF	
NF-11	NF-11 Provide the ability to support the use of standard PKI technology to control access to sensitive data over the Internet	SF	
NF-12	NF-12 Provide the ability to establish system-level security (i.e., operating system) for activities including but not limited to report writer, exporting, retrieval and system Utilities	SF	
NF-13	NF-13 Provide the ability to establish role-level security, controls and associated segregation of duties for activities including but not limited to report writer, exporting, retrieval and system utilities	SF	
NF-14	NF-14 Provide the ability to establish function-level (read only, add, modify, delete) security for activities including but not limited to report writer, exporting, retrieval and system utilities	SF	
NF-15	NF-15 Provide the ability to establish user-level security for activities including but not limited to report writer, exporting, retrieval and system utilities	SF	

NF-16	NF-16 Provide the ability to establish application/module - level security for activities including but not limited to report writer, exporting, retrieval and system utilities	SF	
NF-17	NF-17 Provide the ability to create a unique, named profile for each individual user. This profile must specifically detail the access rights and security privileges as defined by the system administrator	SF	
NF-18	NF-18 Provide the ability for an administrator to review and modify user security and access profile information using online screens with immediate profile update	SF	
NF-19	NF-19 Provide the ability to track history of security access for an employee when changes are made to an employee's security profile and password including but not limited to user name, date and time stamp	SF	
NF-20	NF-20 Provide the ability for secured access to data using encrypted password protection and multi-level access control	SF	
NF-21	NF-21 Provide the ability for staff to have a secured login and password	SF	
NF-22	NF-22 Provide the ability for customers to have a secured login and password for transactions including but not limited to viewing reports and submitting reports	SF	
NF-23	NF-23 Provide the ability to inhibit display or printing of passwords whenever a user is prompted to enter a password	SF	
NF-24	NF-24 Provide the ability to transmit password information using secure protocols/algorithms	SF	
NF-25	NF-25 Provide the ability to require users to periodically change their passwords based on business parameter(s)	MD	NIST no longer recommends forced password rotation so that is what we go by
NF-26	NF-26 Provide the ability to setup password parameters that allow users to change passwords if the access password is correct	SF	
NF-27	NF-27 Provide the ability to set up temporary passwords to terminate after a time period based on business criteria	SF	
NF-28	NF-28 Provide the ability to setup password parameters that enforce strong passwords including but not limited to minimum length, complexity, administrator defined expiration dates	SF	
NF-29	NF-29 Provide the ability to automatically lockout an account once a pre-defined threshold is exceeded after a number of invalid logon attempts	SF	
NF-30	NF-30 Provide the ability for the administrator to inactivate or revoke user access	SF	
NF-31	NF-31 Provide the ability to detect and protect against unauthorized changes to software or information	SF	
NF-32	NF-32 Provide the ability to identify and handle error conditions without providing information that could be exploited	SF	
NF-33	NF-33 Provide documented processes for security incident handling of patches or fixes for known security or system vulnerabilities	SF	
NF-34	NF-34 Provide the ability for an administrator to view all users that are currently logged in	MD	
NF-35	NF-35 Provide the ability for a security administrator to suspend or deactivate all access when a user is terminated without affecting application functions and history when a user is terminated	SF	

NF-36	NF-36 Provide the ability to build and maintain an audit trail and log of direct additions, changes, or deletions to application-maintained data	SF	
NF-37	NF-37 Provide the ability to produce an audit trail with information including but not limited to user name, date, timestamp, transaction	SF	
NF-38	NF-38 Provide the ability to accommodate audits and vulnerability scans onsite and offsite(remotely) of the application infrastructure to ensure compliance with the City's Policy and Security Standards	SF	
NF-39	NF-39 Provide the ability to immediately disable all or part of the functionality to the application should a security issue be identified	SF	
NF-40	NF-40 Provide the ability to deploy appropriate firewalling technology and protect/authenticate the traffic using cryptographic technology	NA	Not sure this is applicable to our SaaS solution
NF-41	NF-41 Provide logging and monitoring for malicious activity. No self-signed SSL certificates can be used	SF	
NF-42	NF-42 Provide the ability to utilize any of the following cryptographic technologies IPSec, SSH/SCP, PGP	SF	
NF-43	NF-43 Provide the ability to utilize encryption algorithms of sufficient strength to equate to 168-bit TripleDES	SF	
	Interoperability	SF	
NF-44	NF-44 Provide the ability to export data in multiple formats including but not limited to Microsoft Excel and CSV	SF	
NF-45	NF-45 Provide the ability to import and export information in a standard format such as fixed field length, comma separated, or xml for items including but not limited to citations, billing fixed field length, comma separated, or xml for items including but not limited to citations, billing	SF	
NF-46	NF-46 Provide the ability to support data conversion tools	SF	via API
NF-47	NF-47 Provide the ability to convert current and historical data	SF	
NF-48	NF-48 Provide the ability to support a central database as the primary system of record	SF	
NF-49	NF-49 Provide the ability to adhere to rules used to enforce and maintain data and referential integrity	SF	
NF-50	NF-50 Provide the ability to not leave the database in a state that violates any integrity rules	SF	
	Robustness (Fault Tolerance)	SF	
NF-51	NF-51 Provide the ability to perform a fully synchronized backup and recovery with a welldefined and documented disaster recovery plan	SF	
NF-52	NF-52 Provide the ability to employ common error handling routines and present error messages that allow the user to report problems	SF	
	Usability		
NF-53	NF-53 Provide the ability to build reusable queries to be shared by users of the system	SF	
NF-54	NF-54 Provide the ability for customers to easily access their accounts online via a secure login	SF	
	Maintainability		
NF-55	NF-55 Provide the ability to manage and maintain support services such as database administration, disaster recovery, and roll back recovery	SF	

NF-56	NF-56 Provide the ability to supply a single point of contact for all support	SF	
NF-57	NF-57 Provide the ability for total support of the hardware and software under a single comprehensive maintenance and support program	SF	
NF-58	NF-58 Provide the ability to perform regular maintenance based on vendor-developed and scheduled software releases	SF	
NF-59	NF-59 Provide the ability to schedule and support new releases of software	SF	
NF-60	NF-60 Provide the ability to retain customizations across upgrades to new versions of the software	SF	
NF-61	NF-61 Provide the ability to display a Downtime page that clearly communicates that the system is currently down and details the methods customers can use to communicate with TCC	SF	
NF-62	NF-62 Provide the ability to identify and document procedures for scheduled and unscheduled downtime	SF	
	Testability		
NF-63	NF-63 Testing is completed via use case and is considered successful once all conditions are successfully met and the City signs off on acceptance test results	SF	
NF-64	NF-64 The format and content of messages, notifications, letters via email and post mail is part of user testing and subject to approval signoff before system implementation	SF	
NF-65	NF-65 Enhancements, patches, new products and upgrades are tested and approved before installation in production	SF	
	External Interfaces - User Interfaces		
NF-66	NF-66 Provide the ability to process all screens, reports and transactions through a web browser via PC or other device	SF	
NF-67	NF-67 All hardware and software must be fully compatible with Windows 10	SF	
NF-68	NF-68 All browser-based software must be compatible with Internet Explorer 11 or higher	SF	Chrome and Firefox are recommended
	Reports		
NF-69	NF-69 Ability to create reports using an easy to use reporting module that requires no use of coding or SQL knowledge	SF	
NF-70	NF-70 Provide the ability to support a variety of report-writer tools such as crystal reports	SF	RESTful API available
NF-71	NF-71 Provide the ability to utilize a variety of report formats including but not limited to .pdf, xml	SF	
NF-72	NF-72 Provide the ability to view current and retained reports	SF	
NF-73	NF-73 Provide the ability to create and save custom queries	SF	
NF-74	NF-74 Provide the ability to create and save ad hoc reports and templates	SF	
	External Interfaces - Hardware Interfaces		
NF-75	NF-75 Provide the ability to deliver, install, and integrate the necessary hardware and software components with the proposed hosted system to achieve a fully functional system	SF	
NF-76	NF-76 Provide the ability to print on industry-standard printers	SF	
	External Interfaces - Software Interfaces		

NF-77	NF-77 Provide the ability to allow remote access via the web for users outside of the COT internal network	SF	
NF-78	NF-78 Provide the ability to interface with other City systems including but not limited to Cayenta Utility Billing System	SF	
NF-79	NF-79 Provide the ability to support real-time, on demand and scheduled interface requests	SF	
	Misc. Requirements - Documentation Requirements		
NF-80	NF-80 Provide complete system and user documentation including any customization and interfaces	SF	
	Misc. Requirements - Applicable Standards		
NF-81	NF-81 Provide the ability to follow the W3C's (World Wide Web Consortium) Web Accessibility Initiative	SF	
	Misc. Requirements - Installation and Deployment		
NF-82	NF-82 Provide services and support including but not limited to help, consult, train, install, configure and oversee the system deployment process in partnership with the City	SF	
NF-83	NF-83 Provide software related support during and after implementation	SF	
NF-84	NF-84 Provide the appropriate deployment assistance to ensure that new hardware is properly implemented including but not limited to handheld devices and printers	SF	
NF-85	NF-85 Provide the ability to supply initial training with on-site and/or web-based options	SF	
NF-86	NF-86 Provide the ability to supply continuing training with on-site and/or web-based options	SF	
NF-87	NF-87 Data from current Alexander Tokay system shall be migrated into the new system	SF	