



**FIRST AMENDMENT TO
TECHNOLOGY PRODUCTS AGREEMENT
BETWEEN BROWARD COUNTY AND BACKFLOW SOLUTIONS, INC.**

This First Amendment (“First Amendment”) is entered into by and between Broward County, a political subdivision of the State of Florida (“County”), and Backflow Solutions, Inc., an Illinois corporation authorized to transact business in the State of Florida (“Contractor”) (collectively referred to as the “Parties”).

RECITALS

A. County has been utilizing Contractor’s subscription-based services to record, maintain, notify, and collect fees for regulatory cross connection and backflow preventer testing services since 2013.

B. On January 13, 2015, County issued a Request for Information (“RFI”), No. N1311411F1, to ascertain if other entities capable of providing backflow management services utilizing web-based software systems. Of the responses submitted to County’s RFI, only Contractor was able to meet County’s requirements.

C. On December 1, 2020, the Broward County Board of County Commissioners: (i) designated Contractor as an only reasonable source, sole brand provider of regulatory cross connection and backflow preventer testing services and (ii) authorized County’s Director of Purchasing to negotiate and execute a resultant agreement with Contractor.

D. On December 22, 2020, the Parties executed the resultant Technology Products Agreement, TEC2121722A1_1, with a retroactive effect to April 1, 2018 (the “Agreement”).

E. On December 22, 2022, County issued another RFI, No. TEC2125922F1, concerning subscription services to record, maintain, notify, and collect fees for regulatory cross connection and backflow preventer testing services, for which zero (0) responses were submitted.

F. On January 4, 2023, County re-approved Contractor’s designation as an only reasonable source, sole brand provider of these services.

G. The Parties now desire to further amend the Agreement to extend the term of the Agreement for any additional two (2) years.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this First Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. The Parties hereby agree that the Agreement has been extended for an additional two (2) years through March 31, 2025.

3. Contractor hereby agrees and stipulates that: (i) the total not to exceed amount listed in Section 5.1, "Maximum Amounts," of the Agreement is sufficient compensation for the additional (2) years of service and (ii) Contractor will not seek to impose any increases in rates on County during that two (2) year period.

4. Discriminatory Vendor and Scrutinized Companies List; Countries of Concern. Contractor hereby represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Sections 215.473 or 215.4725, Florida Statutes. Contractor represents and certifies that it is not, and for the remaining duration of the Agreement will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Contractor represents that it is, and for the duration of the Agreement will remain, in compliance with Section 286.101, Florida Statutes.

5. Verification of Employment Eligibility. Contractor hereby represents that Contractor and each Subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Second Amendment will not violate that statute. If Contractor violates this section, County may immediately terminate the Agreement for cause and Contractor shall be liable for all costs incurred by County due to the termination.

6. Prohibited Telecommunications Equipment. Contractor hereby represents and certifies that Contractor and all Subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Contractor represents and certifies that Contractor and all Subcontractors shall not provide or use such covered telecommunications equipment, system, or services for the remaining duration of the Agreement.

7. Criminal History Screening Practices. If this Agreement is subject to the requirements of Section 26-125(d) of the Broward County Code of Ordinances, Contractor hereby represents and certifies that Contractor will comply with Section 26-125(d) of the Broward County Code of Ordinances for the remaining duration of the Agreement.

8. Polystyrene Food Service Articles. Contractor agrees that it shall not sell or provide for use on County property expanded polystyrene products or food service articles (e.g., Styrofoam), unencapsulated expanded polystyrene products, or single-use plastic straws or stirrers, as set forth in more detail in Section 27.173, Broward County Administrative Code.

9. By January 1 of each year, Contractor must submit, and cause each of its Subcontractors to submit, an Ownership Disclosure Form (or such other form or information designated by County), available at <https://www.broward.org/econdev/Pages/forms.aspx>, identifying the ownership of the entity and indicating whether the entity is majority-owned by persons fitting specified classifications.
10. In the event of any conflict or ambiguity between this First Amendment and the Agreement, the Parties agree that this First Amendment shall control. The Agreement, as amended herein by this First Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement as amended in this First Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
11. Preparation of this First Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.
12. Contractor acknowledges that through the date this First Amendment is executed by Contractor, Contractor has no claims or disputes against County with respect to any of the matters covered by the Agreement.
13. The effective date of this First Amendment shall be the date of complete execution by the Parties.
14. This First Amendment may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

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IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 2023, and Contractor, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

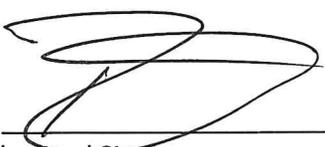
By _____
Matthew Haber (Date)
Assistant County Attorney

By _____
Michael J. Kerr (Date)
Deputy County Attorney

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BETWEEN BROWARD COUNTY AND BACKFLOW SOLUTIONS, INC.

CONTRACTOR

BACKFLOW SOLUTIONS, INC.

By: 
Authorized Signer

BRAD STANCAMPANO, EXEC. V.P.
Print Name and Title

16th day of FEB, 2023

WITNESS/ATTEST:


Corporate Secretary or other witness

(CORPORATE SEAL)

