



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

This Technology Products Agreement ("Agreement") is made and entered 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") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. County has utilized Contractor's subscription service for recording, maintaining, notifying, and collecting fees for regulatory cross connection and backflow preventer testing services.

B. The Parties wish to enter into this Agreement to set forth County's subscription rights to Contractor's services and other rights and obligations of the Parties.

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

ARTICLE 1. DEFINITIONS

- 1.1. **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.2. **Business hours or business day** means 7 a.m. to 7 p.m. Eastern Time during weekdays that are not County holidays or on which County has not otherwise declared its offices closed.
- 1.3. **Contract Administrator** means the Director of Water and Wastewater Services or such other person designated by same in writing.
- 1.4. **County Business Enterprise or CBE** means an entity certified as meeting the applicable requirements of Section 1-81, Broward County Code of Ordinances.
- 1.5. **Documentation** means all manuals, user documentation, specifications, and other related materials pertaining to the Software that Contractor customarily furnishes to licensees of the Software or purchasers of the services covered by this Agreement.
- 1.6. **Equipment** means the hardware and other property listed in Exhibit A being provided to County pursuant to this Agreement, including any embedded software and firmware incorporated therein or customarily provided to purchasers of such hardware or other property.
- 1.7. **Hosted Service** means any subscription-based, hosted (cloud or on-site), or on-demand solution provided to County by Contractor, as further described in Exhibit A.

- 1.8. **License Fee or Subscription Fee** means the fee associated with granting County use of the Software or Hosted Service as outlined in Exhibit B {Payment Schedule).
- 1.9. **Notice to Proceed** means a written authorization to proceed with the project, phase, or task, issued by the Contract Administrator.
- 1.10. **Products** means all Software, Equipment, Hosted Service, and Services provided or required to be provided by Contractor, as further specified in Exhibit A.
- 1.11. **Purchasing Director** means County's Director of Purchasing as appointed by the Broward County Administrator.
- 1.12. **Services** means all required installation, integration, programming, configuration, customization, operation, and enhancements of the Products, together with necessary and appropriate consulting, training, and project management services, to meet County's ongoing needs in connection with the Products, as further specified in Exhibit A, as well as any Optional Services procured under this Agreement.
- 1.13. **Software** means all proprietary or third-party software listed in Exhibit A or other intellectual property rights provided or licensed to County or third party users pursuant to this Agreement, including the computer programs {in machine readable object code form) and any subsequent updates, upgrades, releases, or enhancements thereto developed by Contractor during the term of this Agreement.
- 1.14. **Subcontractor** means an entity or individual providing services to County through Contractor for all or any portion of the work under this Agreement. The term "Subcontractor" shall include all subconsultants.
- 1.15. **Support and Maintenance** means the support and maintenance required for County to achieve and maintain optimal performance of the System, including as further described in Exhibit D.
- 1.16. **System** means the turnkey system provided by Contractor pursuant to this Agreement as part of its Services hereunder, including all Products listed on Exhibit A and any other Products that Contractor will make available to County and third-party users as part of its Services under this Agreement.

ARTICLE 2. EXHIBITS

Exhibit A	Statement of Work
Exhibit B	Payment Schedule
Exhibit C	Security Requirements
Exhibit D	Support and Maintenance Minimum Standards
Exhibit E	Minimum Insurance Coverages
Exhibit F	Work Authorization Form
Exhibit G	Service Level Agreement

ARTICLE 3. SCOPE OF SERVICES & TERMS OF USE

3.1. Scope of Services. Contractor shall perform all work identified in this Agreement including, without limitation, the work specified in Exhibit A (the "Statement of Work"). The Statement of Work is a description of Contractor's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks that are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

3.2. Software and Subscriptions Rights.

3.2.1. Subscription Rights. Contractor grants to County a royalty-free, nonexclusive right to use the Hosted Service for the duration of this Agreement, with no geographical limitations, for the number of users stated in Exhibit A (if none is stated, then for an unlimited number of users), including the right to use any third-party software or technology embedded in or otherwise required to operate or allow access to the Hosted Service. This right to use is granted solely for County purposes, including on- and off-site access, and for the benefit of and use by all agencies within the County, including the offices of the County constitutional officers.

3.2.2. Authorized Users and Additional Licenses. Unless otherwise stated in Exhibit A (Statement of Work), County and any of its employees, agents, contractors, suppliers, and other third parties authorized by County may concurrently operate and use the Products for County purposes. If anything less than unlimited, concurrent use is expressly provided under this Agreement and additional licenses or users are requested by County, the Purchasing Director is authorized to execute a Work Authorization (in the form of Exhibit F) to purchase additional licenses or users for the fee specified in Exhibit B.

3.2.3. Permitted Hardware and Environments. Unless otherwise stated in Exhibit A, County may install, use, and operate the Software, and access the Hosted Service, on any hardware. County may, at no additional cost: (a) install, use, and operate the Products on separate servers and in any and all development, test, failover, disaster recovery, and backup environments or configurations; (b) if required by reason of an emergency, disaster, or operational need, or for testing of recovery resources, temporarily use the Products on recovery resources, including recovery resources that may not be owned by County; (c) copy the Software for backup and archiving purposes for the purposes of support or maintenance by County or others hired by County to provide such support or maintenance; and (d) utilize a hosted environment, including without limitation through a third-party hosting provider, for any permitted uses of the Software.

3.2.4. Prohibited Uses. Except as otherwise provided in this Agreement or required under Florida law, County shall not reproduce, publish, or license the Software or Hosted Service to others. County shall not modify, reverse engineer, disassemble, or decompile the Software or the Hosted Service, or any portion thereof, except (a) to the extent expressly authorized in Exhibit A, in which event such authorized actions shall be deemed within the

license grant of Section 3.2, or {b) to the extent permitted under any applicable open source license.

33. Hosting. All costs to County for the Hosted Service to be provided under this Agreement are included within the Subscription Fee and/or the Support and Maintenance Fee listed on the Payment Schedule {Exhibit B) and will be provided at no additional cost to County, unless otherwise expressly stated in Exhibit B. Contractor, the Hosted Service, and the System shall comply for the duration of this Agreement with the Service Level Agreement set forth in Exhibit G, unless otherwise expressly approved in writing by the County's Chief Information Officer or his or her designee.

34. Support and Maintenance. For so long as requested by County and for all Products other than the Hosted Service, Contractor shall provide County with Support and Maintenance for the Products and the System as set forth in Exhibit D. Contractor shall provide County with Support and Maintenance for the Hosted Service so long as County pays the Subscription Fee for the Hosted Service stated in Exhibit B. Support and Maintenance shall be invoiced and paid in accordance with the Payment Schedule set forth in Exhibit B, except that for the first year following Final Acceptance, all Support and Maintenance for Software and Equipment is included at no cost to County. County may elect to discontinue or recommence Support and Maintenance for some or all Products upon thirty {30) days prior written notice, and County shall only be obligated to pay for the time periods actually covered by Support and Maintenance at the rates stated in Exhibit B.

35. Updates, Upgrades, and Releases. For the duration of this Agreement, Contractor shall promptly provide to County, with advance notice and at no additional cost, any and all software and firmware updates {including error corrections, bug fixes, security updates, and patches), upgrades, and new releases to the Products, including all that Contractor makes available at no additional cost to other licensees of the applicable Products or users of all or part of the System. All such updates, upgrades, and new releases shall remain the sole property of Contractor and shall be deemed to be included within the scope of the license or subscription granted under this Agreement. Installation or implementation of any such update, upgrade, or release in the County's environment requires prior written authorization by the Contract Administrator.

36. Compatibility. For the duration of this Agreement, Contractor will ensure the continued compatibility of the Products with all major releases, updates, or upgrades of any third-party software used by County for access or operation of the System, including without limitation Active Directory {AD) and Geographic Information System Mapping {GIS). In the event Contractor is not be able to support any third-party software update, upgrade, or new release that changes major functionality and is not backwards compatible with the Products, Contractor shall use all reasonable efforts to resolve such issues and to provide optimal functionality of the Software or the Hosted Service in accordance with this Agreement. If Contractor is unable to provide continued optimal functionality of the Products in accordance with this Agreement due to any third-party software release, update, or upgrade, County shall

be entitled to a refund of any Support and Maintenance fees or Subscription Fee paid for the affected time period and affected Products and may, at County's sole election, terminate the Agreement upon written notice with no further obligation to Contractor.

3.7. Documentation. Contractor shall deliver copies of the Documentation to County concurrently with delivery of the Products, and thereafter shall promptly provide any updated Documentation as it becomes available during the term of this Agreement. Contractor represents and warrants that the Documentation is sufficiently comprehensive and of sufficient quality to enable a competent user to operate the Products efficiently and in accordance with Exhibit A. County has the right to copy, reproduce, modify, and create derivative works utilizing the Documentation as County deems necessary provided such activities are solely for the purpose of use of the Products as permitted under this Agreement.

3.8. Optional Services. Contractor acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the scope of services to be provided under this Agreement except as expressly set forth in this Agreement or, to the extent applicable, set forth in the Broward County Procurement Code. If any goods or services under this Agreement, or the quantity thereof, are identified as optional ("Optional Services"), County may select the type, amount, and timing of such goods or services pursuant to a work authorization ("Work Authorization") in substantially the form attached as Exhibit F executed by Contractor and County pursuant to this section. No such selection, when combined with those goods or services required under this Agreement, may result in a payment obligation exceeding the applicable maximum amount stated in Section 5.1. Notwithstanding anything to the contrary in this Agreement, Work Authorizations for Optional Services shall be executed on behalf of County as follows: (a) the Contract Administrator may execute Work Authorizations for which the total cost to County in the aggregate is less than \$50,000.00; (b) the Purchasing Director may execute Work Authorizations for which the total cost to County in the aggregate is within the Purchasing Director's delegated authority; and (c) any Work Authorization above the Purchasing Director's delegated authority requires express approval by the Board. Subsequent to the full execution of any Work Authorization, the Contract Administrator will issue a Notice to Proceed for those authorized Optional Services. Contractor shall not commence work on any Work Authorization until after receipt of a purchase order and Notice to Proceed.

ARTICLE 4. TERM AND TIME OF PERFORMANCE

4.1. Term. The term of this Agreement shall begin on April 1, 2018 ("Effective Date") and shall end three (3) years after the Effective Date ("Initial Term"). The Agreement may be renewed for up to two (2) additional, successive one (1) year terms (each renewal is a "Renewal Term") upon the same terms set forth herein. Each Renewal Term shall be at the election of the County and, if the County wishes to exercise its renewal right, the County shall provide written notice of its intent to renew to the Contractor not less than thirty (30) days prior to the expiration of the then current Initial Term or Renewal Term, whichever is applicable.

4.2. Additional Extension. If unusual or exceptional circumstances, as determined in the sole discretion of the Purchasing Director, render the exercise of an Extension Term not practicable,

or if no extension is available and expiration of this Agreement would, as determined by the Purchasing Director, result in a gap in the provision of services necessary for the ongoing operations of County, then the Purchasing Director may extend this Agreement on the same terms and conditions for period(s) not to exceed three (3) months in the aggregate. The Purchasing Director may exercise this option by written notice to Contractor stating the duration of the extended period, at least thirty (30) days prior to the end of the then-current term.

43. Extension Rates and Terms. For any extension beyond the Initial Term, Contractor shall be compensated at the rates in effect when the extension was invoked by County, unless otherwise expressly stated in Exhibit B. Contractor shall continue to provide the Services upon the same terms and conditions as set forth in this Agreement for such extended period.

44. Fiscal Year. The continuation of this Agreement beyond the end of any County fiscal year is subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.

45. Time of the Essence. Time is of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

ARTICLE 5. COMPENSATION

5.1. Maximum Amounts. For all goods and services provided under this Agreement, County will pay Contractor up to a maximum amount as follows:

Services/Goods	Term	Not-To-Exceed Amount
Software License Fees and Subscription Fees	Initial Term	\$5,000.00
Optional Services	Duration of Agreement	\$10,000.00
TOTAL NOT TO EXCEED		\$15,000.00

Payment shall be made only for Services actually performed and completed pursuant to this Agreement, as set forth in Exhibit B (Payment Schedule}, which amount shall be accepted by Contractor as full compensation for all such Services. Contractor acknowledges that the amounts set forth in this Agreement are the maximum amounts payable and constitute a limitation upon County's obligation to compensate Contractor for work under this Agreement. These maximum amounts, however, do not constitute a limitation of any sort upon Contractor's obligation to perform all Services. Unless and except to the extent expressly required in this Agreement, Contractor shall not be reimbursed for any expenses it incurs.

52. Method of Billing and Payment.

52.1. Contractor may submit invoices for compensation no more often than on a monthly basis, but only after the Services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days after the end of the month covered by the invoice, except that the final invoice must be received no later than sixty (60) days after expiration or earlier termination of this Agreement. Unless otherwise stated in Exhibit B or the applicable Work Authorization, any Optional Services shall be invoiced in accordance with the existing invoicing schedule for any like goods or services provided under this Agreement, including (if applicable) invoiced pro rata for the initial invoice period. Any invoice submitted by Contractor shall be in the amount set forth in Exhibit B for the applicable Services, minus any agreed upon retainage as stated in Exhibit B. Retainage amounts shall only be invoiced to County upon completion of all Services, unless otherwise stated in Exhibit B.

52.2. County shall pay Contractor within thirty (30) days of receipt of Contractor's proper invoice, as required under the "Broward County Prompt Payment Ordinance," Section 1-51.6, Broward County Code of Ordinances. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the then-current County form and pursuant to instructions prescribed by the Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement. Payment shall be made to Contractor at the address designated in the Notices section.

52.3. Contractor shall pay Subcontractors and suppliers within fifteen (15) days following receipt of payment from County for such subcontracted work or supplies. Contractor agrees that if it withholds an amount as retainage from Subcontractors or suppliers, it will release such retainage and pay same within fifteen (15) days following receipt of payment of retained amounts from County. Failure to pay a Subcontractor or supplier in accordance with this subsection shall be a material breach of this Agreement, unless Contractor demonstrates to Contract Administrator's satisfaction that such failure to pay results from a bona fide dispute with the Subcontractor or supplier and, further, Contractor promptly pays the applicable amount(s) to the Subcontractor or supplier upon resolution of the dispute. Contractor shall include requirements substantially similar to those set forth in this subsection in its contracts with Subcontractors and suppliers.

53. Reimbursable Expenses. For reimbursement of any travel costs or travel-related expenses permitted under this Agreement, Contractor agrees to comply with Section 112.061, Florida Statutes, except to the extent that Exhibit B expressly provides to the contrary. County shall not be liable for any such expenses that exceed those allowed by Section 112.061 or that have not been approved in writing in advance by the Contract Administrator.

54. Subcontractors. Contractor shall invoice all Subcontractor fees, whether paid on a "lump sum" or other basis, to County with no markup. All Subcontractor fees shall be invoiced to County in the actual amount paid by Contractor.

55. Withholding by County. Notwithstanding any provision of this Agreement to the contrary, County may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the Contract Administrator or Contractor's failure to comply with any provision of this Agreement. The amount withheld shall not be subject to payment of interest by County.

56. Fixed Pricing. Prices set forth in Exhibit B shall remain firm and fixed for the term of the Agreement, including any optional terms. However, Contractor may offer incentive or volume discounts to County at any time.

ARTICLE 6. DELIVERY

Unless otherwise stated in Exhibit A, Contractor shall, within seven (7) days after the Effective Date, make the Software and the Hosted Service available electronically to County. All County license keys, usernames, and passwords shall be authenticated by Contractor and perform according to Exhibit A (Statement of Work).

ARTICLE 7. CONFIDENTIAL INFORMATION, PROPRIETARY RIGHTS, SECURITY REQUIREMENTS

7.1. Contractor Confidential Information. Contractor represents that the Software and the Hosted Service contain proprietary products and trade secrets of Contractor. Accordingly, to the full extent permissible under applicable law, County agrees to treat the intellectual property within the Software or the Hosted Service as confidential in accordance with this article. Any other material submitted to County that Contractor contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Florida Statutes Chapter 119) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION - TRADE SECRET." In addition, Contractor must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Florida Statutes Section 812.081 and stating the factual basis for same. In the event that a third party submits a request to County for records designated by Contractor as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Contractor. Contractor shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of the Software or any Trade Secret Materials in response to a records request by a third party.

72. County Confidential Information. All materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods that Contractor obtains from County in connection with this Agreement, that are made or developed by Contractor in the course of the performance of the Agreement, or in which County holds proprietary rights, constitute "County Confidential Information." All County-provided employee information, financial information, and personally identifiable information for individuals or entities interacting with County (including, without limitation, social security numbers, birth dates, banking and financial information, and other information deemed exempt or confidential under state or federal law) also constitute "County Confidential Information."

72.1. County Confidential Information may not, without the prior written consent of County, or as otherwise required by law, be used by Contractor or its employees, agents, subconsultants or suppliers for any purpose other than for the benefit of County pursuant to this Agreement. Neither Contractor nor its employees, agents, subconsultants, or suppliers may sell, transfer, publish, disclose, display, license, or otherwise make available to any other person or entity any County Confidential Information without the prior written consent of County.

72.2. Contractor expressly agrees to be bound by and to defend, indemnify, and hold harmless County and its officers and employees from the breach of any federal, state, or local law by Contractor or its employees, agents, subconsultants or suppliers regarding the unlawful use or disclosure of County Confidential Information.

72.3. Upon expiration or termination of this Agreement, or as otherwise demanded by County, Contractor shall immediately turn over to County all County Confidential Information, in any form, tangible or intangible, possessed by Contractor or its employees, agents, subconsultants or suppliers.

73. Maintenance of Confidential Information. Each party shall advise its employees, agents, subconsultants, and suppliers who receive or otherwise have access to the other party's Confidential Information (as described in Section 7.1 or Section 7.2, as applicable) of their obligation to keep such information confidential, and shall promptly advise the other party in writing if it learns of any unauthorized use or disclosure of said Confidential Information. In addition, the Parties agree to cooperate fully and provide all reasonable assistance to ensure the confidentiality of the other party's Confidential Information as described in this article.

74. County Proprietary Rights. Contractor acknowledges and agrees that County retains all rights, title and interest in and to all materials, data, documentation and copies thereof furnished by County to Contractor under this Agreement, including all copyright and other proprietary rights therein, which Contractor as well as its employees, agents, subconsultants, and suppliers may use only in connection with the performance of this Agreement.

75. Contractor Proprietary Rights. Except for custom work products, if any, County acknowledges that all copies of the Software (in any form) and the Hosted Service are the sole property of Contractor or third-party licensor. County shall not have any right, title, or interest

to any such Software or Hosted Service except as expressly provided in this Agreement and shall take reasonable steps to secure and protect the Software and the Hosted Service consistent with maintenance of Contractor's proprietary rights therein.

7.6. Data and Privacy. Contractor shall comply with all applicable data and privacy laws and regulations, including without limitation Florida Statutes Section 501.171, and shall ensure that County data processed, transmitted, or stored by Contractor or in the System is not accessed, transmitted, or stored outside the United States. Contractor shall not sell, market, publicize, distribute, or otherwise make available to any third party any personal identification information (as defined by Florida Statutes Section 501.171, Section 817.568, or Section 817.5685, as amended) that Contractor may receive or otherwise have access to in connection with this Agreement, unless expressly authorized in advance by County. If applicable and requested by County, Contractor shall ensure that all hard drives or other storage devices and media that contained County data have been wiped in accordance with the then-current best industry practices, including without limitation DOD 5220.22-M, and that an appropriate data wipe certification is provided to the satisfaction of the Contract Administrator.

7.7. Security Requirements. Contractor, the Products, and the System must meet or exceed all security requirements set forth in Exhibit C at all times throughout the duration of the Agreement, unless otherwise expressly approved in writing by the County's Chief Information Officer or his or her designee. Contractor will cooperate with County and provide any and all information that County may reasonably request to determine appropriate security and network access restrictions and verify Contractor compliance with County security requirements, including as stated in this section.

7.8. Injunctive Relief; Survival. The Parties represent and agree that neither damages nor any other legal remedy is adequate to remedy any breach of this article, and that the injured party shall therefore be entitled to injunctive relief to restrain or remedy any breach or threatened breach. The obligations under this article shall survive the termination of this Agreement or of any license granted under this Agreement.

ARTICLE 8. REPRESENTATIONS AND WARRANTIES

8.1. Ownership. Contractor represents and warrants that it is the owner of all right, title, and interest in and to the Software and the Hosted Service or that it has the right to grant to County the rights and the licenses granted under this Agreement, and that Contractor has not knowingly granted rights or licenses to any other person or entity that would restrict rights and licenses granted hereunder, except as may be expressly stated herein.

8.2. Limited Warranty. For the full term of this Agreement, Contractor represents and warrants to County that the Products and System will perform substantially as described in the Documentation and in the Statement of Work (Exhibit A). This warranty does not cover any failure of the Products resulting from (a) use of the Products in a manner other than that for which they were intended; (b) any modification of the Products by County that is not

authorized by Contractor; or (c) County's provision of improperly formatted data to be processed through the System.

83. Warranty Regarding Viruses and PCI Compliance. Contractor further represents, warrants, and agrees that the Products are free from currently-known viruses or malicious software (at the time the Products and any subsequent versions thereof are provided to County), and that Contractor has and will continue, for the full term of this Agreement, to use commercially reasonable security measures to ensure the integrity of the Products from data leaks, hackers, denial of service attacks, and other unauthorized intrusions. If the Products accept, transmit or store any credit cardholder data, Contractor represents and warrants that the Products comply with the most recent Security Standards Council's Payment Card Industry ("PCI") Payment Application Data Security Standard.

84. ADA Compliance. Contractor represents and warrants that the Products and System are, and for the duration of the Agreement will remain, fully accessible and compliant with the American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations, and that the Products and System meet or exceed the World Wide Web Consortium/Web Content Accessibility Guidelines (WCAG) 2.1 Level AA standard or any higher standard as may be adopted by the International Organization for Standardization. Upon request, Contractor will provide the County with any accessibility testing results and written documentation verifying accessibility, as well as promptly respond to and resolve accessibility complaints.

85. Intellectual Property Warranty. Contractor represents and warrants that at the time of entering into this Agreement, no claims have been asserted against Contractor (whether or not any action or proceeding has been brought) that allege that any part of the Products or System infringes or misappropriates any patent, copyright, mask copyright, or any trade secret or other intellectual or proprietary right of a third party, and that Contractor is unaware of any such potential claim. Contractor also agrees, represents and warrants that the Products, System, Services, and Support and Maintenance to be provided pursuant to this Agreement will not infringe or misappropriate any patent, copyright, mask copyright, or any trade secret or other intellectual or proprietary right of a third party.

86. Warranty of Performance. Contractor represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide the Services and Support and Maintenance under this Agreement, and that each person and entity that will provide Services or Support and Maintenance under this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render services. Contractor represents and warrants that the Services and Support and Maintenance under this Agreement shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

87. Representation of Authority. Contractor represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Contractor, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Contractor has with any third party or violates any law, rule, regulation, or duty arising in law or equity applicable to Contractor. Contractor further represents and warrants that execution of this Agreement is within Contractor's legal powers, and each individual executing this Agreement on behalf of Contractor is duly authorized by all necessary and appropriate action to do so on behalf of Contractor and does so with full legal authority.

88. Solicitation Representations. Contractor represents and warrants that all statements and representations made in Contractor's proposal, bid, or other supporting documents submitted to County in connection with the solicitation, negotiation, or award of this Agreement, including during the procurement or evaluation process, were true and correct when made and are true and correct as of the date Contractor executes this Agreement, unless otherwise expressly disclosed in writing by Contractor.

89. Contingency Fee. Contractor represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

8.10. Truth-In-Negotiation Representation. Contractor's compensation under this Agreement is based upon its representations to County, and Contractor certifies that the wage rates, factual unit costs, and other information supplied to substantiate Contractor's compensation, including without limitation those made by Contractor during the negotiation of this Agreement, are accurate, complete, and current as of the date Contractor executes this Agreement. Contractor's compensation will be reduced to exclude any significant sums by which the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

8.11. Public Entity Crime Act. Contractor represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Contractor further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Contractor has been placed on the convicted vendor list.

8.12. Discriminatory Vendor and Scrutinized Companies Lists. Contractor 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 Section 215.473, Florida Statutes. Contractor represents and certifies that it is not ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes.

8.13. Claims Against Contractor. Contractor represents and warrants that there is no action or proceeding, at law or in equity, before any court, mediator, arbitrator, governmental or other board or official, pending or, to the knowledge of Contractor, threatened against or affecting Contractor, the outcome of which may (a) affect the validity or enforceability of this Agreement, (b) materially and adversely affect the authority or ability of Contractor to perform its obligations under this Agreement, or (c) have a material and adverse effect on the consolidated financial condition or results of operations of Contractor or on the ability of Contractor to conduct its business as presently conducted or as proposed or contemplated to be conducted.

8.14. Domestic Partnership Requirement. Unless this Agreement is exempt from the provisions of the Broward County Domestic Partnership Act, Section 16½-157, Broward County Code of Ordinances, Contractor certifies and represents that it will comply with the provisions of Section 16½-157 for the duration of this Agreement. The contract language referenced in Section 16½-157 is deemed incorporated in this Agreement as though fully set forth in this section.

8.15. Breach of Representations. In entering into this Agreement, Contractor acknowledges that County is materially relying on the representations, warranties, and certifications of Contractor stated in this article. County shall be entitled to recover any damages it incurs to the extent any such representation or warranty is untrue. In addition, if any such representation, warranty, or certification is false, County shall have the right, at its sole discretion, to terminate this Agreement without any further liability to Contractor, to deduct from any amounts due Contractor under this Agreement the full amount of any value paid in violation of a representation or warranty, and to recover all sums paid to Contractor under this Agreement. Furthermore, a false representation may result in debarment from County's procurement activities.

ARTICLE 9. INDEMNIFICATION AND LIMITATION OF LIABILITY

9.1. Indemnification. Contractor shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Contractor, its officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Contractor shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the County Attorney, any sums due Contractor under this Agreement may be

retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

92. Infringement Remedy. If any Software or portion of the Software is finally adjudged to infringe, or in Contractor's opinion is likely to become the subject of such a Claim, Contractor shall, at County's option, either: (i) procure for County the right to continue using the Software; (ii) modify or replace the Software to make it noninfringing; or (iii) refund to County all fees paid under this Agreement. Contractor shall have no liability regarding any infringement claim caused by any County modification of the Software not specifically authorized in writing by Contractor.

93. Limitation of Liability. Neither Contractor nor County shall be liable to the other party for any damages under this Agreement that exceed the largest of the following amounts: (a) \$100,000; (b) twice the maximum compensation amount specified in Section 5.1; or (c) the amount of insurance Contractor is required to provide under Article 10. Neither party shall be liable for the other party's special, indirect, punitive, or consequential damages (including damages resulting from lost data or records other than costs incurred in the recovery thereof), even if the party has been advised that such damages are possible, or for the other party's lost profits, lost revenue, or lost institutional operating savings. These limitations of liability shall not apply to (i) any Claim resulting from Contractor's actual or alleged disclosure of County Confidential Information or resulting from an actual or alleged data breach in violation of applicable law, (ii) any Claim resulting from an actual or alleged infringement of any interest in any Product, or (iii) any indemnification obligation under this Agreement.

ARTICLE 10. INSURANCE

10.1. For the duration of the Agreement, Contractor shall, at its sole expense, maintain the minimum insurance coverages stated in Exhibit E in accordance with the terms and conditions of this article. Contractor shall maintain insurance coverage against claims relating to any act or omission by Contractor, its agents, representatives, employees, or Subcontractors in connection with this Agreement. County reserves the right at any time to review and adjust the limits and types of coverage required under this article.

10.2. Contractor shall ensure that "Broward County" is listed and endorsed as an additional insured as stated in Exhibit E on all policies required under this article.

10.3. On or before the Effective Date, or at least fifteen (15) days prior to commencement of Services, Contractor shall provide County with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by County, Contractor shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after County's request.

10.4. Contractor shall ensure that all insurance coverages required by this article shall remain in full force and effect for the duration of this Agreement and until all performance required by Contractor has been completed, as determined by Contract Administrator. Contractor or its insurer shall provide notice to County of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s). Contractor shall ensure that there is no lapse of coverage at any time during the time period for which coverage is required by this article.

10.5. Contractor shall ensure that all required insurance policies are issued by insurers: (1) assigned an A. M. Best rating of at least "A-" with a Financial Size Category of at least Class VII; (2) authorized to transact insurance in the State of Florida; or (3) a qualified eligible surplus lines insurer pursuant to Section 626.917 or 626.918, Florida Statutes, with approval of such insurer by County's Risk Management Division.

10.6. If Contractor maintains broader coverage or higher limits than the minimum insurance requirements stated in Exhibit E, County shall be entitled to any such broader coverage and higher limits maintained by Contractor. All required insurance coverages under this article shall provide primary coverage and shall not require contribution from any County insurance, self-insurance or otherwise, which shall be in excess of and shall not contribute to the insurance required and provided by Contractor.

10.7. Contractor shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit E and submit to County for approval at least fifteen (15) days prior to the Effective Date or commencement of Services. Contractor shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against County. County may, at any time, require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Contractor agrees that any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Contractor agrees to obtain same in endorsements to the required policies.

10.8. Unless prohibited by the applicable policy, Contractor waives any right to subrogation that any of Contractor's insurer may acquire against County, and agrees to obtain same in an endorsement of Contractor's insurance policies.

10.9. Contractor shall require that each Subcontractor maintains insurance coverage that adequately covers the work provided by that Subcontractor on substantially the same insurance terms and conditions required of Contractor under this article. Contractor shall ensure that all such Subcontractors comply with these requirements and that "Broward County" is named as an additional insured under the Subcontractors' applicable insurance policies.

10.10. In the event Contractor or any Subcontractor fails to maintain the insurance required by this Agreement, County may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Contractor. Contractor shall not permit any Subcontractor to provide work under this Agreement unless and until the requirements of this article are satisfied. If requested by County, Contractor shall provide, within one (1) business day, evidence of each Subcontractor's compliance with this section.

10.11. If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the Effective Date; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in Exhibit E, and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the Effective Date, Contractor must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in Exhibit E.

ARTICLE 11. TERMINATION

11.1. This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by County, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience and shall be effective thirty (30) days after such notice of termination for cause is provided.

11.2. This Agreement may be terminated for cause by County for reasons including, but not limited to, any of the following:

11.2.1. Contractor's failure to suitably or continuously perform any required work in a manner calculated to meet or accomplish the objectives in this Agreement or Work Authorization, or repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices;

11.2.2. By the Contract Administrator or the Director of Office of Economic and Small Business Development ("OESBD") for any fraud, misrepresentation, or material misstatement by Contractor in the award or performance of this Agreement or that otherwise violates any applicable requirement of Section 1-81, Broward County Code of Ordinances; or

11.2.3. By the Director of OESBD upon the disqualification of Contractor as a CBE if Contractor's status as a CBE was a factor in the award of this Agreement and such status was misrepresented by Contractor, or upon the disqualification of one or more of Contractor's CBE participants by County's Director of OESBD if any such participant's status as a CBE firm was a factor in the award of this Agreement and such status was misrepresented by Contractor during the procurement or the performance of this Agreement.

11.3. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

11.4. If this Agreement is terminated for convenience by County, Contractor shall be paid for any work properly performed through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable. Contractor acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience in the form of County's obligation to provide advance notice to Contractor of such termination in accordance with Section 11.1.

11.5. In addition to any right of termination stated in this Agreement, County shall be entitled to seek any and all available remedies, whether stated in this Agreement or otherwise available at law or in equity.

ARTICLE 12. EQUAL EMPLOYMENT OPPORTUNITY AND CBE AND SBE COMPLIANCE

12.1. No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Contractor shall include the foregoing or similar language in its contracts with any Subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

12.2. Contractor shall comply with all applicable requirements of Section 1-81, Broward County Code of Ordinances, in the award and administration of this Agreement. Failure by Contractor to carry out any of the requirements of this article shall constitute a material breach of this Agreement, which shall permit County to terminate this Agreement or exercise any other remedy provided under this Agreement, the Broward County Code of Ordinances, the Broward County Administrative Code, or under other applicable law, all such remedies being cumulative.

ARTICLE 13. MISCELLANEOUS

13.1. Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Contractor to manage and supervise the performance of this Agreement. Unless expressly stated otherwise in this Agreement or otherwise set forth in an

applicable provision of the Broward County Procurement Code, Broward County Code of Ordinances, or Broward County Administrative Code, the Contract Administrator may exercise any ministerial authority in connection with the day-to-day management of this Agreement. The Contract Administrator may approve in writing minor modifications to the Scope of Services provided that such modifications do not increase the total cost to County or waive any rights of County.

13.2. Rights in Documents and Work. Any and all reports, photographs, surveys, documents, materials, or other work created by Contractor in connection with performing Services shall be owned by County, and Contractor hereby transfers to County all right, title, and interest, including any copyright or other intellectual property rights, in or to the work. Upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of County and shall be delivered by Contractor to the Contract Administrator within seven (7) days after termination of this Agreement. Any compensation due to Contractor may be withheld until all documents are received as provided in this Agreement. Contractor shall ensure that the requirements of this section are included in all agreements with its Subcontractor(s).

13.3. Public Records. As a political subdivision of the State of Florida, County is subject to Florida's Public Records Law, Chapter 119 of the Florida Statutes. Notwithstanding anything else in this Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119 shall not constitute a breach of this Agreement. To the extent Contractor is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Contractor shall:

13.3.1. Keep and maintain public records required by County to perform the work required under this Agreement;

13.3.2. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

13.3.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred to County; and

13.3.4. Upon completion or termination of this Agreement, transfer to County, at no cost, all public records in possession of Contractor or keep and maintain public records required by County to perform the services. If Contractor transfers the records to County, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt. If Contractor keeps and maintains the public records, Contractor shall meet all applicable requirements for retaining public records. All

records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

A request for public records regarding this Agreement must be made directly to County, who will be responsible for responding to any such public records requests. Contractor will provide any requested records to County to enable County to respond to the public records request.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 831-0991, TCURETON@BROWARD.ORG, 2555 W. COPANS ROAD, POMPANO BEACH, FLORIDA 33069.

13.4. Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of Contractor and its Subcontractors that are related to this Agreement. Contractor and its Subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or its Subcontractor shall make same available in written form at no cost to County.

Contractor and its Subcontractors shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three {3} years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. Any audit or inspection pursuant to this section may be performed by any County representative {including any outside representative engaged by County}. Contractor hereby grants County the right to conduct such audit or review at Contractor's place of business, if deemed appropriate by County, with seventy-two {72} hours' advance notice.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature by Contractor in excess of five percent {5%} of the total contract billings reviewed by County, the reasonable actual cost of County's audit shall be reimbursed to County by Contractor in addition to making adjustments for the overcharges. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty {30} days after presentation of County's findings to Contractor.

Contractor shall ensure that the requirements of this section are included in all agreements with its Subcontractor{s).

13.5. Independent Contractor. Contractor is an independent contractor of County, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing Services, neither Contractor nor its agents shall act as officers, employees, or agents of County. Contractor shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

13.6. Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of any rules, regulation, laws, and ordinances shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a party to this Agreement.

13.7. Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County nor shall anything included herein be construed as consent by County to be sued by third parties in any matter arising out of this Agreement. County is a political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees pursuant to Section 768.28, Florida Statutes.

13.8. Third-Party Beneficiaries. Neither Contractor nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

13.9. Notices. In order for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR COUNTY:

Broward County
Attn: Director, Water and Wastewater Services
2555 West Copans Road
Pompano Beach, Florida 33069
Email address: agarcia@broward.org

FOR CONTRACTOR:

Backflow Solutions, Inc.
12609 S Laramie Ave
Alsip, Illinois 60803
Email address: mbever@backflow.com

13.10. Assignment. All Subcontractors must be expressly identified in this Agreement or otherwise approved in advance and in writing by County's Contract Administrator. Except for subcontracting approved by County in advance, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Contractor without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity.

13.11. Conflicts. Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the term of this Agreement, none of Contractor's officers or employees shall serve as an expert witness against County in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing as an expression of his or her expert opinion that is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding. If Contractor is permitted pursuant to this Agreement to utilize Subcontractors to perform any Services required by this Agreement, Contractor shall require such Subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

13.12. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

13.13. Compliance with Laws. Contractor, the Products, the Services, and Support and Maintenance must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations, including, without limitation, American with Disabilities Act, 42 U.S.C.

§ 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

13.14. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

13.15. Joint Preparation. This Agreement has been jointly prepared by the Parties, and shall not be construed more strictly against either Party.

13.16. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated.

13.17. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 13 of this Agreement, the provisions contained in Articles 1 through 13 shall prevail and be given effect.

13.18. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

13.19. Amendments. No modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared

with the same or similar formality as this Agreement and executed by duly authorized representatives of County and Contractor.

13.20. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

13.21. Payable Interest

13.21.1. Payment of Interest. County shall not be liable to pay any interest to Contractor for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims, and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This subsection shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

13.21.2. Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, one quarter of one percent (0.25%) simple interest (uncompounded).

13.22. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

13.23. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

13.24. Use of County Logo. Contractor shall not use County's name, logo, or otherwise refer to this Agreement in any marketing or publicity materials without the prior written consent of County.

13.25. Drug-Free Workplace. To the extent required under Section 21.31(a)(2), Broward County Administrative Code, or Section 287.087, Florida Statutes, Contractor certifies that it has a drug-free workplace program that it will maintain such drug-free workplace program for the duration of this Agreement.

13.26. Living Wage Requirement. If Contractor is a "covered employer" within the meaning of the Broward County Living Wage Ordinance, Sections 26-100 through 26-105, Broward County

Code of Ordinances, Contractor agrees to and shall pay to all of its employees providing "covered services," as defined in the ordinance, a living wage as required by such ordinance, and Contractor shall fully comply with the requirements of such ordinance. Contractor shall ensure all of its Subcontractors that qualify as "covered employers" fully comply with the requirements of such ordinance.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through to Director of Purchasing authorized to execute same by Board action on the 1 day of December, 2020, and CONTRACTOR, signing by and through its Authorized Signor, duly authorized to execute same.

COUNTY

BROWARD COUNTY, by and through
its Director of Purchasing
BRENDA BILLINGSLEY
By BILLINGSLEY
Director of Purchasing

22nd day of December, 2020

WITNESS:
LUCY GARCIA
(Signature)
Lucy Garcia

Digitally signed by LUCY GARCIA
Date: 2020.12.22 17:06:27 -05'00'

(Print Name of Witness)
ECATERINA SULI-WOLF
(Signature)

Digitally signed by ECATERINA SULI-WOLF
Date: 2020.12.22 17:08:59 -05'00'

Ecaterina Suli-Wolf
(Print Name of Witness)

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By: Matthew Haber
Matthew Haber (Date)
Assistant County Attorney

Digitally signed by Matthew Haber
Date: 2020.12.18 11:27:50 -05'00'

By: MICHAEL KERR
Michael J. Kerr (Date)
Deputy County Attorney

Digitally signed by MICHAEL KERR
Date: 2020.12.18 11:54:19 -05'00'

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

CONTRACTOR

WITNESSES:

Melissa Joy

Signature

Melissa Joyce

Print Name of Witness above

Michelle Bever

Signature

Michelle Bever

Print Name of Witness above

BACKFLOW SOLUTIONS, INC.

By: M-D Eisenhauer

Authorized Signor

Michael D. Eisenhauer

Print Name and Title

14 day of Oct, 2020

ATTEST:

Barbara J. Jonas
Corporate Secretary of other person
authorized to attest

(CORPORATE SEAL OR NOTARY)

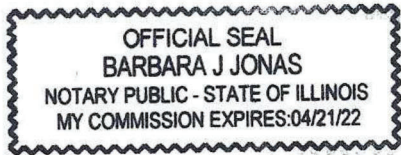


Exhibit A - Statement of Work

Contractor shall manage the routine administrative tasks associated with the implementation of County's Water and Wastewater Services {WWS} Florida Department of Environmental Protection backflow prevention program. In providing the Services, Contractor must provide an online portal into which licensed testers will input all data related to backflow tests they perform. Contractor and County agree that Contractor shall provide the following under this Agreement:

1.0 CONTRACTOR RESPONSIBILITIES:

Contractor shall provide the following Hosted Service as part of this Agreement:

Software as a Service	Subscription Type	Describe Purpose, Functionality & Expected Operation of Software
BSI Online	Enterprise subscription for unlimited number of users	Secure online database to provide a consistent and functional backflow assembly tracking system that includes, but is not limited to, accurate, complete, and updated backflow assembly data for use by County staff and licensed professionals {i.e., backflow testers}.

Contractor's Services and provision of Hosted Service:

- 1.1 Contractor shall maintain a secure online database to provide a consistent and functional backflow assembly tracking system that includes, but is not limited to, accurate, complete, and updated backflow assembly data for use by County staff and licensed professionals {i.e., backflow testers}. Contractor shall also maintain a website for testers to input all data related to backflow tests they conduct within the Broward County water service area.
- 1.2 Contractor is responsible for populating its software with data provided by County, as required, including all data from existing databases and any supplemental paper records, as well as mailing address information, inclusive of corrections from the County's billing system.
- 1.3 Contractor shall provide County and its agents safe and secure access to their online database through a web-based application that requires users {i.e. County staff and licensed professionals} to have unique credentials to login and submit test results and/or view any data.
- 1.4 Contractor shall provide complete access to the online system for the County. The Hosted Service shall have a comprehensive dashboard, which shall allow the

County to view non-compliant customers as well as a customizable reporting system constructed to fit the County's specific needs. If this request of a customizable reporting system requires major programming changes beyond what BSI currently offers, Contractor shall provide the County with an estimate of cost for each request, and if implemented via Work Authorization, bill the County separately for work. Contractor may only bill County for any such additional work pursuant to a Work Authorization.

- 1.5** Contractor shall ensure only licensed professionals (County to identify the applicable category of professionals that may be licensed and the required licensure) input any and all data related to backflow prevention devices and tests they conduct within the Broward County water service area.
- 1.6** Contractor shall provide an online form for tester(s) and/or licensed professional(s) to input test results. This form shall require all information to be filled in and shall verify whether the tester is passing or failing based on State of Florida standards.
- 1.7** Contractor shall track all licensed professionals' credentials performing backflow tests under this agreement. Contractor's system must not allow testers whose licenses have expired from uploading data. State of Florida Plumbing Contractor and Broward County Master Plumbing licenses are required for all tests performed in the water service areas maintained by County.
- 1.8** Contractor shall track the calibration dates of all backflow testing kit equipment being utilized to test backflow prevention devices. If the calibration dates exceed one (1) year from the last calibration date, the Contractor shall not permit the uploading of the test result(s).
- 1.9** Contractor shall back-up data at least once per day to off-site servers utilizing the most current data firewalls and system protections as possible.
- 1.10** Contractor shall protect all of County's and testing companies' information via login credentials.
- 1.11** Contractor shall offer water customers the ability to verify that test results were submitted and testers the ability to upload test results. The water customers and testers will utilize the same unique customer identification number (CCN) for access to the applicable information.
- 1.12** All data that is owned, licensed, leased, or developed by or on behalf of County, whether provided by County to Contractor or provided by a third party to Contractor in connection with Contractor's provision of services to the County, including any such data that is loaded into, or located in, any data files, tables, objects or other storage medium developed or maintained by or on behalf of

Contractor, including related data that results from hygiene, cleaning, and database build services performed by or on behalf of Contractor, shall be the property of Broward County Water and Wastewater Services.

- 1.13** The Contractor shall notify the County's Contract Administrator or designee in writing immediately, regarding any inaccessibility issues to their website and shall exercise due diligence to mitigate the impact and duration of the delay.

Services involving County Water Customers:

- 1.14** Contractor shall send up to two {2} separate written notifications to water customers that have backflow prevention devices, in advance of those customers' scheduled due dates, advising them that their device is due for testing. The notices will inform the customers of the backflow testing requirements and shall include the customer's last tester of record, together with all relevant contact information, provided the information is available to Contractor. The notices shall also include the customer's unique identifier, also known as the Customer Confirmation Number {CCN}, make, model, size, and serial number of the backflow prevention device to be tested. Included in the notification for informational purposes shall be a list of all known licensed professionals that are permitted to perform backflow testing in Broward County.

1.14.1 The 1st Notice shall be mailed 60 days prior to the customer's scheduled due date.

1.14.2 The 2nd Notice shall be mailed 30 days prior to the customer's scheduled due date.

- 1.15** Contractor shall send these written notifications via US Mail {postage paid}. The Contractor shall handle all returned mail and ensure that each customer is properly notified. Contractor shall maintain a detailed log of all notices sent and will provide said log to the County within twenty-four {24} hours upon County's request.

- 1.16** Contractor shall handle all customer service issues and questions from the County's water customers and testers via a toll-free number that is accessible twenty-four {24} hours per day. This includes assistance with the online software, questions pertaining to Broward County's backflow prevention program, technical plumbing, and fire protection questions, and general customer inquiries.

- 1.17** Contractor shall provide a human customer service representative for this purpose and shall not use automated menus.

Other Services provided to County:

- 1.18** Contractor shall provide consulting services to County on all backflow related issues for the duration of this agreement at no cost to the County.
- 1.19** Contractor shall provide representation and consultation for any inspections or verbal or written inquiries from outside regulators as requested by the County. Contractor shall have experts for these purposes on its staff to aid the County during normal business hours.
- 1.20** Contractor shall provide County staff training, as needed, but no more than four (4) times per year. This training shall cover customer service, technical training, and trouble-shooting techniques to navigate the entire database and create custom reports. Contractor shall provide this training at no additional cost to the County.

2. COUNTY-OWNED DEVICES:

Contractor agrees to accept a data file (in a format to be mutually agreed upon between County and Contractor) to insert and update all County owned backflow prevention devices associated with Broward County Water and Wastewater Services on an annual basis in their online database at no additional cost to the County. This includes all new backflow tests and re-certification test and the following, but not limited to: backflow prevention devices for lift stations, County treatment plant facilities and areas where County-owned backflow prevention devices protect the water supply in other municipal service areas.

3. CONTRACTOR FEE SCHEDULE:

3.1 Test Fee Collection & Remittance:

As part of the upload process, testers are required to pay a fee that is set by BSI. Contractor will configure the Hosted Service to add County's annual recertification fee to the fee paid by the testers. Contractor will collect County's re-certification fee per customer (set by the Board) and remit to County ninety-five (95) percent of the recertification fee for each test submittal entered into BSI's online database no later than the fifteenth (15th) day of each month for the preceding month. BSI can charge customers who utilize their online database a nominal administrative fee, agreed upon by the County and BSI for each backflow test submittal. BSI may elect to increase their administrative fee every three years, but not to exceed three (3) percent.

Each monthly remittance will include the following:

- Detailed transaction report of all tests (pass/fail/replaced) performed in the previous month. Report must detail the dates of when the backflow preventers were tested and uploaded to the Contractors online database. The County and BS1 shall mutually agree on the detailed information to be included in the report and the report format (electronic, paper, pdf).
- All pertinent financial information, including the recertification fee charged, the amount remitted back to County, and amounts retained by BS1.
- The remittance check will be addressed to:

Broward County Board of County Commissioners
Water and Wastewater Services
Attn: Water and Wastewater Services/Business Operations Division - Accounting
2555 West Copans Road
Pompano Beach, FL 33069

Exhibit B - Payment Schedule

The rates specified below shall be in effect for the duration of the Agreement unless otherwise expressly stated below. Any goods or services required under this Agreement for which no specific fee or cost is expressly stated in this Payment Schedule shall be deemed to be included, at no extra cost, within the costs and fees expressly provided for in this Exhibit B.

Software/Subscription Fees

Description	Subscription Term	Invoicing	Fees
Subscription Fee	Annual	In advance, commencing upon Effective Date*	\$495.00

* Subscription fees that have already been paid cannot be made retroactive by BSI. The annual subscription service fee and collection/remittance process will officially begin on the date of approval by the Board of County Commissioners.

Optional Services or Additional Software/Licenses

Description	Unit/Term	Invoicing	Fee
3 rd Automated/Final Notice	Annual	Per applicable Work Authorization	\$1,495.00
Automated Failed Notification	Annual	Per applicable Work Authorization	\$100.00
Balance Due Dates	Annual	Per applicable Work Authorization	\$500.00

Exhibit c - Security Requirements

"County Confidential Information" means any County Data that includes employee information, financial information, or personally identifiable information for individuals or entities interacting with County (including, without limitation, social security numbers, birth dates, banking and financial information, and other information deemed exempt or confidential under state or federal law or applicable regulatory body).

"County Data" means the data and information (including text, pictures, sound, graphics, video and other data) relating to County or its employees or agents, or made available or provided by County or its agents to Contractor, for or in the performance of this Agreement, including all derivative data and results derived therefrom, whether or not derived through the use of the Contractor's services, whether or not electronically retained, and regardless of the retention media.

All other capitalized terms not expressly defined within this exhibit shall retain the meaning ascribed to such terms in the Agreement (and if not so defined, then the plain language meaning appropriate to the context in which it is used).

Security and Access. If Contractor will have access to any aspect of County's network via an Active Directory account, onsite access, remote access, or otherwise, Contractor must:

- (a) comply at all times with all applicable County access and security standards, policies, and procedures related to County's network, as well as any other or additional restrictions or standards for which County provides written notice to Contractor;
- (b) provide any and all information that County may reasonably request in order to determine appropriate security and network access restrictions and verify Contractor's compliance with County security standards;
- (c) provide privacy and information security training to its employees with access to County's network upon hire and at least once annually; and
- (d) notify County of any terminations or separations of Contractor's employees who had access to County's network.

In addition, for any remote access to County's network, Contractor must:

- (a) utilize secure, strictly-controlled industry standards for encryption (e.g., Virtual Private Networks) and passphrases and safeguard County Data that resides in or transits through Contractor's internal network from unauthorized access and disclosure;
- (b) ensure the remote host device used for access is not connected to any other network, including an unencrypted third party public WiFi network, while connected to County's network, with the exception of networks that are under Contractor's complete control or under the complete control of a person or entity authorized in advance by County in writing;
- (c) enforce automatic disconnect of sessions for remote access technologies after a specific period of inactivity with regard to connectivity into County infrastructure;
- (d) utilize equipment that contains antivirus protection software, an updated operating system, firmware, and third party-application patches, and that is configured for least privileged access;

- (e) utilize, at a minimum, industry standard security measures, as determined in County's sole discretion, to safeguard County Data that resides in or transits through Contractor's internal network from unauthorized access and disclosure; and
- (f) activate remote access from Contractor and its approved subcontractors into the County network only to the extent necessary to perform services under this Agreement, deactivating such access immediately after use.

If at any point in time County, in the sole discretion of its Chief Information Officer (CIO), determines that Contractor's access to any aspect of County's network presents an unacceptable security risk, or if Contractor exceeds the scope of access required to perform the required services under the Agreement, County may immediately suspend or terminate Contractor's access and, if the risk is not promptly resolved to the reasonable satisfaction of the County's CIO, may terminate this Agreement or any applicable Work Authorization upon ten (10) business days' notice (including, without limitation, without restoring any access to County network to Contractor).

Managed or Professional Services. Contractor shall immediately notify County of any terminations or separations of Contractor's employees who performed services under the Agreement and who had access to County Confidential Information or the County network. If any unauthorized party is successful in accessing any information technology component related to Contractor (including but not limited to servers or fail-over servers) where County Data or files exist or are housed, Contractor shall notify County within twenty-four (24) hours after becoming aware of such breach, unless an extension is granted by County's CIO. Contractor shall provide County with a detailed incident report within five (5) days after becoming aware of the breach, including remedial measures instituted and any law enforcement involvement. Contractor shall fully cooperate with County on incident response, forensics, and investigations into Contractor's infrastructure as it relates to any County Data or County applications. Contractor shall not release County Data or copies of County Data without the advance written consent of County. If Contractor will be transmitting County Data, Contractor agrees that it will only transmit or exchange County Data via a secure method, including HTTPS, SFTP, or another method approved by County's CIO. Contractor shall ensure adequate background checks have been performed on any personnel having access to County Confidential Information. To the extent permitted by such checks, Contractor shall not knowingly allow convicted felons or other persons deemed by Contractor to be a security risk to access County Data. Contractor shall ensure the use of any open source or third-party software or hardware does not undermine the security posture of the Contractor or County.

System and Organization Controls (SOC) Report. Contractor must provide County with a copy of a current unqualified System and Organization Controls (SOC) 2 Type II Report for Contractor and for any third party that provides the applicable services comprising the system, inclusive of all five Trust Service Principles (Security, Availability, Processing Integrity, Confidentiality, and Privacy), prior to commencement of the Agreement, unless this requirement is waived in writing by the County's CIO or designee.

Software Installed in County's Network. To the extent Contractor provides any Software to be installed in County's network, Contractor must:

- (a) advise County of all versions of any third-party software (e.g., Java, Adobe Reader/Flash, Silverlight) to be installed and support updates for critical vulnerabilities discovered in applicable third-party or open source software;
- (b) ensure that the Software is developed based on industry standards and best practices, including following secure programming techniques and incorporating security throughout the Software-development life cycle;
- (c) develop and maintain the Software to operate on County-supported and approved operating systems and firmware versions;
- (d) mitigate critical or high risk vulnerabilities (as defined by Common Vulnerability and Exposures (CVE) scoring system) to the Software or Contractor platform within 30 days after patch release, notifying County of proposed mitigation steps to be taken and timeline for resolution if Contractor is unable to apply a patch to remedy the vulnerability;
- (e) ensure the Software provides for role-based access controls and runs with least privilege access, enables auditing by default for any privileged access or changes, and supports electronic delivery of digitally signed upgrades from Contractor's or the third-party licensor's website;
- (f) ensure the Software is not within three (3) years from its end of life date and provide County with end-of-life-schedules for all applicable Software;
- (g) support encryption using at a minimum Advanced Encryption Standard 256-bit encryption keys ("AES-256") or current industry security standards, whichever is higher, for confidential data at rest and use transport layer security (TLS) 1.2 or current industry standards, whichever is higher, for data in motion; and
- (h) upon request by County, provide an attestation letter identifying date of the most recent security vulnerability testing performed and any vulnerabilities identified and mitigated (must be dated within six (6) months after any major release).

Equipment Leased or Purchased from Contractor. To the extent Contractor is the Original Equipment Manufacturer (OEM) or an authorized reseller for the OEM for any Equipment provided under this Agreement, Contractor must:

- (a) ensure that physical security features to prevent tampering are included in any Equipment provided to County and ensure, at a minimum, industry-standard security measures are followed during the manufacture of the Equipment;
- (b) ensure any Equipment provided does not contain any embedded remote-control features unless approved in writing by County's Contract Administrator, and disclose any default accounts or backdoors that exist for access to County's network;
- (c) shall supply a patch, firmware update, or workaround approved in writing by County's Contract Administrator within thirty (30) days after identification of a new critical or high security vulnerability and notify County of proposed mitigation steps taken;
- (d) develop and maintain Equipment to interface with County-supported and approved operating systems and firmware versions;
- (e) upon request by County, make available any required certifications as may be applicable per compliance and regulatory requirements (e.g., Common Criteria, Federal Information Processing Standard 140);
- (f) ensure the Equipment is not within three (3) years from its end of life date at the time of delivery and provide County with end-of-life-schedules for all applicable Equipment;

- (g) (for OEMs only) support electronic delivery of digitally signed upgrades of any applicable Equipment firmware from Contractor's or the original Equipment manufacturer's website; and
- (i) (for OEMs only) upon request by County, provide an attestation letter identifying date of the most recent security vulnerability testing performed and any vulnerabilities identified and mitigated (must be dated within six (6) months after any major release).

Payment Card Industry (PCI) Compliance. If and to the extent at any point during the Agreement the Software accepts, transmits, or stores any credit cardholder data or is reasonably determined by County to potentially impact the security of County's cardholder data environment ("CDE"), Contractor must:

- (a) comply with the most recent version of VISA Cardholder Information Security Program ("CISP") Payment Application Best Practices and Audit Procedures including Security Standards Council's Payment Card Industry ("PCI") Data Security Standard ("DSS"), including the functions relating to storing, processing, and transmitting of the cardholder data;
- (b) Maintain PCI DSS validation throughout the Agreement;
- (c) prior to commencement of the Agreement (or at such time the Software will process cardholder data), prior to Final Acceptance (if applicable), after any significant change to the CDE, and annually, provide to County: (i) a copy of Contractor's Annual PCI DSS Attestation of Compliance ("AOC"); and (ii) a written acknowledgement of responsibility for the security of cardholder data Contractor possesses or otherwise stores, processes, or transmits and for any service Contractor provides that could impact the security of County's CDE (if Contractor subcontracts or in any way outsources the credit card processing, or provides an API that redirects or transmits cardholder to a payment gateway, Contractor is responsible for maintaining PCI compliance for the API and providing the AOC for the subcontractor or payment gateway to County);
- (d) maintain and provide to County a PCI DSS responsibility matrix that outlines the exact PCI DSS controls that are the responsibility of either party and the PCI DSS controls that are the shared responsibility of Contractor and County;
- (e) follow Open Web Application Security Project (OWASP) for secure coding and transmission of payment card data only to the extent Contractor provides a payment application;
- (f) immediately notify County if Contractor learns or suspects that Contractor, its Software, or its platform is no longer PCI DSS compliant and provide County the steps being taken to remediate the noncompliant status no later than seven (7) calendar days after Contractor learns or suspects it is no longer PCI DSS compliant;
- (g) activate remote access from Contractor and its approved subcontractors into County's network only to the extent necessary to perform services under this Agreement, deactivating such access immediately after use; and
- (h) maintain all inbound and outbound connections to County's CDE using Transport Layer Security (TLS) 1.2 or current industry standard (whichever is higher).

Exhibit D - Support and Maintenance Minimum Standards

Contractor shall provide County with Support and Maintenance so as to ensure and maintain optimal performance of the Products and System consistent with the Statement of Work and the Documentation, which service shall include the following:

- Timely response and resolution of any errors, defects, malfunctions, or other issues affecting the use or performance of the Products or System (collectively, "Events") in keeping with the Required Response Times stated below;
- Providing and facilitating the installation of updates, upgrades, and releases as they are made available to Contractor's other clients;
- Notifying County of patches and updates affecting security, and applying, testing, and validating the appropriate patches and updates and/or workarounds on a test version of the application before distribution.
- On-call availability via telephone and e-mail during normal business hours to receive and respond to inquiries or questions from County regarding use, operation, or functionality of the Products or System;
- Emergency availability via telephone and e-mail after hours to receive and respond to specific technical problems and questions relating to the operation or functionality of the Products or System;
- Use of ongoing best efforts to maintain the optimal functioning of the Products and System, to correct programming and coding errors, and to provide solutions to known errors affecting the operation of the Software;
- Routine notification to County as it becomes available of new or updated information pertaining to the Products, System, or the Documentation.

Support and Maintenance shall be provided via telephone, electronic communication, on-site, or as otherwise appropriate to address the issue. Any update, upgrades, releases, or other modifications to the Software shall be provided via electronic communication and for download via the Internet, if practicable. To the extent necessary to resolve an Event or other support request, Contractor shall provide support on-site at any office or location of a Broward County agency. Contractor agrees that its personnel shall be suitably trained in the operation, support and maintenance of the Software. If in the reasonable opinion of County, the personnel provided are not acceptable, Contractor agrees to provide suitable replacements.

Required Response Times. Upon notice by County of an Event, Contractor shall address and resolve the Event consistent with the following priority, response and resolution levels:

Priority Description	Definition	Response Time After Notice	Resolution Time after Notice
Critical	Event that renders the	1 hour during normal business	Work until

Priority Description	Definition	Response Time After Notice	Resolution Time after Notice
	Products, System, and/or interfaces inoperable or allows unauthorized access.	hours; or within 1 hour of beginning of next business day if outside of normal business hours	corrected
Severe	Event that results in a significant impairment of performance of the Products or System or impairs essential operations or allows unauthorized access.	1 hour during normal business hours; or within 1 hour of beginning of next business day if outside of normal business hours	Work until corrected during normal business hours
Minor	Event that has minor impact to County's business and that does not impact normal operation of the Products or System.	2 hours during normal business hours; or next business day if outside of normal business hours	Future patch or release
Minimal	Event that has minimal impact or no impact on County's business.	2 hours during normal business hours; or next business day if outside of normal business hours	Future release

Notwithstanding the above-stated schedule, Contractor shall use its continuing best efforts to correct the Event as expeditiously as it can. The Priority Description for each error or issue shall be reasonably determined by the Contract Administrator.

Records and Reports. Contractor will maintain records of all Support and Maintenance requested and/or provided, and provide County with online access to an Event ticketing system, which shall include at least the following:

- a) Date, time, and name of contact for each Event;
- b) Date and time of response by Contractor;
- c) Description of Event and analysis of error, defect, or other issue causing Event;
- d) All steps and actions taken to resolve the Event;
- e) Date and time of resolution and County representative notified of resolution; and
- f) All equipment and/or labor costs associated with resolution.

At the request of County, Contractor shall provide monthly reports of the foregoing records as well as statistics of Contractor's average monthly compliance with the Required Response Times.

Failure to Meet Required Response Times. If Contractor fails to meet the Required Response Times, County may offset against any sums due Contractor by \$100.00 for each Event that Contractor failed to meet the Required Response Time, which amount the Parties agree is a fair

and reasonable approximation of County's negative financial impact caused by the delay in Contractor's response.

DownTime Maintenance Credit. If a Severe or Critical Event is not resolved or reduced to Minor or Minimal priority level within two (2) business hours after notice to Contractor, Contractor will refund to County five percent (5%) of the monthly fee (or monthly pro rata equivalent, if the fee is other than monthly) for Support and Maintenance for each additional business hour that the Event remains unresolved or at the Severe or Critical priority level, unless the Contract Administrator determines, in his or her sole discretion, that Contractor utilized best efforts to implement and is actively pursuing an appropriate plan for prompt resolution. Such refunds will be paid within ten (10) days or, at County's option, may be credited against future sums due to Contractor. This refund shall be in addition to other remedies available if the Agreement is breached.

Exhibit E - Minimum Insurance Requirements

INSURANCE REQUIREMENTS

NOT APPLICABLE FOR BACKFLOW SOLUTIONS, INC. (BSI) SUBSCRIPTION BASED SERVICES

To the vendor: This waiver should not be interpreted to mean that no insurance is required. It only means that proof of insurance is waived for the services noted herein.

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input checked="" type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury Per Occurrence or Claims-Made: <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made Gen'l Aggregate Limit Applies per: <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	<input type="checkbox"/>	<input type="checkbox"/>	Bodily Injury Property Damage Combined Bodily Injury and Property Damage Personal Injury Products & Completed Operations		
AUTO LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>	<input type="checkbox"/>	<input type="checkbox"/>	Bodily Injury (each person) Bodily Injury (each accident) Property Damage Combined Bodily Injury and Property Damage		
<input type="checkbox"/> EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>	<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/> WORKER'S COMPENSATION <i>Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.</i>	N/A	<input type="checkbox"/>	Each Accident	STATUTORY LIMITS	
<input type="checkbox"/> EMPLOYER'S LIABILITY			Each Accident		
<input type="checkbox"/> PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) All engineering, surveying and design professionals.	N/A	<input type="checkbox"/>	If claims-made form: Extended Reporting Period of: *Maximum Deductible:	2 Years \$50,000	
<input type="checkbox"/> Installation floater is required if Builder's Risk or Property are not carried. <i>Note: Coverage must be "All Risk", Completed Value.</i>			*Maximum Deductible (Wind and/or Flood): *Maximum Deductible:	Not to exceed 5% of completed value \$10 k	Completed Value
Description of Operations: "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Contractors insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) higher than the amount permitted in this Agreement must be declared to and approved by County and may require proof of financial ability to meet losses. Contractor is responsible for all coverage deductibles unless otherwise specified in the agreement.					

CERTIFICATE HOLDER:

 Broward County
 115 South Andrews Avenue
 Fort Lauderdale, Florida 33301

Counall cpounall@broward.org
 cn=cpounall@broward.org
 2020.03.05 15:21:41 -05'00'
 Risk Management Division

**Exhibit F - Work Authorization Form
WORK AUTHORIZATION FOR AGREEMENT**

Contract Number: _____
Work Authorization No. _____

This Work Authorization is between Broward County and _____ ("Contractor") pursuant to the Agreement, executed on _____. In the event of any inconsistency between this Work Authorization and the Agreement, the provisions of the Agreement shall govern and control.

Services to be provided: [DESCRIBE IN DETAIL]

Agreement at issue is Lump Sum/ Not-to-Exceed for amount: \$

The time period for this Work Authorization will be from the date of complete execution until () days after County's Notice to Proceed for the services to be provided under this Work Authorization, unless otherwise extended or terminated by the Contract Administrator.

Fee Determination: Payment for services under this Work Authorization is as follows:

Professional Services	\$
General Services	\$
Goods/Equipment	\$
Total Cost of this Work Authorization	\$

The foregoing amounts shall be invoiced by Contractor upon written acceptance by County of all goods and services provided under this Work Authorization.

County

	Contract Administrator	Date
Project Manager	Date	Board and/or Designee
		Date

Contractor

	Signed	Date
Attest	Typed Name	
	Title	

Exhibit G - Service Level Agreement

In connection with all Services provided to County under the applicable contract (the "Agreement"), Contractor shall, at no additional cost to County, meet or exceed the requirements set forth in this Service Level Agreement ("SLA") for the duration of the Agreement. The standards set forth herein are intended to reflect the current industry best practices for the Contractor Platform provided by Contractor under this Agreement. If and to the extent industry best practices evolve to impose higher standards than set forth herein, this SLA shall be deemed to impose the new, higher standards upon Contractor. Contractor shall promptly notify County in writing of any material change to its compliance with these standards. Any approval required by County under this SLA may be issued in writing by the Contract Administrator or the Broward County Chief Information Officer ("CIO").

Sections 1-5 of this SLA apply to all aspects of the Contractor Platform. In addition, Sections 6 and 7 of this SLA apply to any Software as a Service ("SaaS") or web hosting services provided to County under the Contractor Platform. In addition, Section 8 of this SLA applies to any Application Development Services ("ADS") provided to County under the Contractor Platform. Any expressly stated deviations to this SLA in the Agreement or the applicable competitive solicitation shall prevail over anything to the contrary stated herein.

1. Definitions

1.1. "Contractor Platform" means any and all SaaS, web hosting, or ADS to be provided by Contractor under the Agreement, including any system or other solution that stores, hosts, or transmits County Data, and any ADS under the Agreement. Contractor shall maintain the same standards set forth herein for its data centers and facilities that store or host County Data.

1.2. "County Data" means the data and information (including text, pictures, sound, graphics, video and other medium) relating to County or its employees or agents, or made available or provided by County or its agents to Contractor, for or in the performance of this Agreement, including all derivative data and results derived therefrom, whether or not derived through the use of the Contractor's services, whether or not electronically retained, and regardless of the retention media.

1.3. Any other capitalized terms not defined herein refer to those terms as defined in the Agreement, if so defined; if not defined in the Agreement, any other capitalized terms shall have their plain language meaning as used in the applicable context.

2. Security

2.1. General

2.1.1. Contractor will ensure that County can authenticate all access by username/password or two-factor authentication. Upon request, Contractor shall restrict access to County Data to a specific source static IP address.

2.1.2. Contractor shall ensure that separation of duties and least privilege access are enforced for privileged or administrative access to County Data and the Contractor Platform.

2.1.3. Contractor's procedures for the following must be documented and made available upon request by County, including:

- 2.1.3.1. Evaluating security alerts and vulnerabilities;
- 2.1.3.2. Installing security patches and service packs;
- 2.1.3.3. Intrusion detection, incident response, and incident escalation/investigation;
- 2.1.3.4. Access and authorization procedures and resetting access controls {e.g., password policy};
- 2.1.3.5. Risk analysis and assessment procedures;
- 2.1.3.6. User access and termination procedures;
- 2.1.3.7. Security log review;
- 2.1.3.8. Physical facility access controls; and
- 2.1.3.9. Change control procedures.

2.1.4. Contractor shall ensure that its service providers, subcontractors, and any third parties, including any data hosting providers, performing any services related to this Agreement shall comply with all terms and conditions specified in this SLA unless County, in writing, excuses specific compliance with any such term or condition. Contractor shall provide County with a list of any such service providers, subcontractors or other third parties on an annual basis, upon County's request, and promptly upon a material change in the composition of such entities.

2.1.5. If new or unanticipated threats or hazards to the Contractor Platform are discovered by either County or Contractor, or if existing safeguards have ceased to function properly, the discovering party shall immediately bring the situation to the attention of the other party.

2.1.6. When technically feasible, for all software used, furnished, or supported under the Agreement, Contractor shall review such software to find and remediate security vulnerabilities during initial implementation and upon any significant modifications and updates to same.

2.1.7. Contractor must mitigate critical or high-risk vulnerabilities {as defined by Common Vulnerability and Exposures scoring system) to the Contractor Platform within 30 days after patch release. If Contractor is unable to apply a patch to remedy the vulnerability,

Contractor must promptly notify County of proposed mitigation steps to be taken and develop and implement an appropriate timeline for resolution.

2.2. Controls

2.2.1. Prior to the Effective Date of the Agreement, and at least once annually and upon request for the duration of this Agreement, Contractor shall provide County with a copy of a current unqualified System and Organization Controls (SOC) 2 Type II, Report for Contractor's Organization or application, as well as any third party that provide hosting, SaaS, or data storage services for the Contractor Platform, inclusive of all five Trust Service Principles (Security, Availability, Processing Integrity, Confidentiality, and Privacy), unless the County's Chief Information Officer in his or her sole discretion approves other documentation of appropriate security controls implemented by Contractor. If the audit opinion in the SOC 2, Type II report is qualified in any way, Contractor shall provide sufficient documentation to demonstrate remediation of the issue(s) to the satisfaction of the County's Chief Information Officer.

2.2.2. Contractor shall maintain industry best practices for data privacy, security, and recovery measures, including, but not limited to, disaster recovery programs, physical facilities security, server firewalls, virus scanning software, current security patches, user authentication, and intrusion detection and prevention. Upon request by County, Contractor shall provide documentation of such procedures and practices to County.

2.2.3. Contractor shall utilize industry standard security measures to safeguard against unauthorized access to the Contractor Platform.

2.2.4. Contractor shall utilize antivirus protection software, updated and currently supported operating systems, firmware, third party and open source application patches, and firewalls to protect against unauthorized access to the Contractor Platform.

2.2.5. Contractor shall conduct penetration testing internally and externally at least annually and after any significant infrastructure or application upgrade or modification to the Contractor Platform.

2.3. Network Architecture/Security

2.3.1. Contractor shall protect any Internet interfaces or web services provided under this Agreement using a security certificate from a certification authority ("CA") that meets or exceeds the CA/Browser Forum's latest Secure Sockets Layer ("SSL") baseline requirements and network and certificate systems security requirements.

2.3.2. Contractor will support encryption using at a minimum Advanced Encryption Standard 256-bit encryption keys ("AES-256") or current industry security standards, whichever is higher, for the connection between any user or County network to the Contractor Platform.

2.4. Physical Architecture/Security

2.4.1. Contractor shall ensure the facilities that house the network infrastructure for the Contractor Platform are physically secure against threats such as unauthorized access and natural and environmental hazards, and entry controls are in place to limit and monitor physical access to the Contractor Platform.

2.4.2. Contractor shall ensure adequate background checks are routinely performed on any personnel with access to County Data. Contractor shall not knowingly allow convicted felons or other persons deemed by Contractor to be a security risk to access County Data. Contractor shall provide privacy and information security training to its employees upon hire and at least once annually.

2.5. Incident Response

2.5.1. If any unauthorized party is successful in accessing any information technology component related to the Contractor Platform, including but not limited to servers or fail-over servers where County Data exists or is stored, Contractor shall report to County within twenty-four (24) hours after Contractor becoming aware of such breach. Contractor shall provide County with a detailed incident report within five (5) days after the breach, unless a longer time period is approved in writing by the CIO, including remedial measures instituted and any law enforcement involvement. Contractor shall fully cooperate with County on incident response, forensics, and investigations that involve the Contractor's infrastructure relating to any County Data or County applications. Contractor shall not release County Data without the advance written consent of County.

2.5.2. Prior to the Effective Date of this Agreement, Contractor shall provide County with the names and contact information for a security point of contact and a backup security point of contact to assist County with security incidents.

2.5.3. Upon request by County, Contractor shall deliver to County in electronic form the website application activity such as logs of visits and user logins and logoffs by or on behalf of County on the Contractor Platform.

2.5.4. In the event the Contractor Platform has been compromised, Contractor shall promptly notify the County of the security breach. County may, at its sole discretion, terminate all access to the Contractor Platform.

2.6. County Data

2.6.1. Contractor shall maintain controls that ensure logical separation of County Data from non-County data. Contractor agrees to provide at a minimum Advanced Encryption Standard 256-bit encryption ("AES-256") or current industry security standards (or whichever is higher) for all County Data that includes any social security numbers, bank account numbers, username with passwords or security questions, cardholder data, or any other protected data

such as Protected Health Information ("PHI") and Personally Identifiable Information ("PII"), and any other data as may be directed by County, and on all copies of such data stored, transmitted, or processed, at no additional charge to County, and shall classify such data internally at its highest confidentiality level. Contractor shall also ensure that the encryption key(s) are not stored with the encrypted data and are secured by a Hardware Security Module ("HSM"). Contractor shall immediately notify County of any compromise of any encryption key. Contractor shall provide a copy of County's encryption key(s) at County's request. Contractor shall prohibit the use of unencrypted protocols such as FTP and Telnet for the data identified in this paragraph.

2.6.2. Upon termination or expiration of this Agreement or end of serviceable life of any media used in connection with this Agreement, and upon written notification from County that the applicable County Data is currently maintained by County or otherwise securely stored, Contractor shall, at County's option, (a) securely destroy all media (including media used for backups) containing any County Data on all decommissioned hard drives or storage media to National Institute of Standards and Technology ("NIST") standards and provide to County a signed certificate of destruction within ten (10) business days, or (b) return to County all County Data and provide a signed certification within two (2) business days thereafter documenting that no County Data is retained by Contractor in any format or media.

2.6.3. County Data is the property solely of County and may not be reproduced or used by Contractor with the prior written consent of County. Contractor and its Subcontractors will not publish, transmit, release, sell, or disclose any County Data to any third party without County's prior written consent.

2.6.4. County shall have the right to use the Products and Services to provide public access to County Data as County deems appropriate or as otherwise required by law.

2.6.5. In the event of any impermissible disclosure, loss, or destruction of County Data caused in whole or in part by any action or omission of Contractor, Contractor must immediately notify County and take all reasonable and necessary steps to mitigate any potential harm, further disclosure, loss, and destruction.

2.6.6. County shall have sole control over County Data unless otherwise expressly stated in the Agreement and required for Contractor to provide the Services required under the Agreement.

2.6.7. Contractor shall not supplement, modify, or alter any deliverable previously accepted by County or any County Data (other than modifications strictly necessary to upload the County Data to the Contactor Platform) without County's prior written consent.

3. Compliance

3.1. Contractor shall cooperate and provide any information requested by County relating to compliance and regulatory requirements, and will, upon request:

3.1.1. Provide a letter attesting that the Contractor performed vulnerability scans of authenticated and unauthenticated operating systems/networks, web applications, database applications, and the Contractor Platform;

3.1.2. Permit County or its contractors to conduct automated and manual scans and penetration ("Pen") tests at mutually agreed upon times;

3.1.3. Provide Contractor's architecture documents, information security policies and procedures (redacted, if necessary), and general network security controls documentation such as firewalls, Intrusion Detection System ("IDS"); and

3.1.4. Permit County to conduct a physical inspection of Contractor's facilities but only to the extent such inspection is related to the security of and access to County Data or the Contractor Platform.

3.2. Contractor shall provide County with the ability to generate account reports consisting of the account holder's name and application access rights.

3.3. Contractor shall provide County with the ability to generate account management reports showing new users, access rights changes, and account termination with the associated time stamp information.

3.4. Contractor shall provide County with the ability to generate time-stamped user and administrator access (login/logout) and a list of activities performed by administrators, privileged users, or third-party contractors while using the System.

3.5. Upon request by County, Contractor shall promptly provide County with access to time-stamped data transfer logs (including the account, a description of the data transferred and its size, and the user and account names for forensic purposes), time-stamped application and platform environment change control logs, and time-stamped data backup logs indicating the backup type (e.g., full, incremental, etc.).

3.6. Upon County's request, Contractor shall make available to the County proof of Contractor's compliance with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing under this Agreement, including but not limited to: HIPAA compliance; Contractor's latest compliance reports (e.g., PCI Compliance report, SSAE 16 report, International Organization for Standardization 27001 (ISO 27001) certification); and any other proof of compliance as may be required from time to time.

4. Infrastructure Management

Contractor shall ensure that an unlimited number of transactions may be processed to the County production database. Subject to County approval, Contractor may recommend that non-routine reports and queries be limited to certain timeframes, quantities or other specifications if Contractor determines that such reports and queries cause degradation to response times affecting performance levels established in this SLA. Contractor shall routinely

apply upgrades, new releases, and enhancements to the Contractor Platform as they become available and shall ensure that these changes will not adversely affect the Contractor Platform or County Data. A development and test system, which shall mirror the production system, shall be made available for use by County for testing or training purposes, including without limitation, for County's testing of application upgrades and fixes prior to installation in the production environment. County may control data that is populated on the demonstration and training system by requesting that Contractor perform any or all of the following: periodically refresh data from production; perform an ad-hoc refresh of data from production; not refresh data from production until further notice from County; or refresh data on an ad hoc basis with training data supplied by County.

5. Transition/Disentanglement

5.1. Contractor will complete the transition of any terminated Services or Support and Maintenance to County and any replacement provider(s) that County designates (collectively, the "Transferee"), without causing any unnecessary interruption of, or adverse impact on, the Services, County Data, or the ongoing business operation of County ("Disentanglement"). Contractor will work in good faith (including, upon request, with the Transferee) at no additional cost to County to develop an orderly Disentanglement plan that documents the tasks required to accomplish an orderly transition with minimal business interruption or expense for County. Upon request by County, Contractor shall cooperate, take any necessary additional action, and perform such additional tasks that County may reasonably request to ensure timely and orderly Disentanglement, which shall be provided at the rate(s) specified in the Agreement or, if no applicable rate is specified, at a reasonable additional fee upon written approval by County. Specifically, and without limiting the foregoing, Contractor shall:

5.1.1. Promptly provide the Transferee with all nonproprietary information needed to perform the Disentanglement, including, without limitation, data conversions, interface specifications, data about related professional services, and complete documentation of all relevant software and equipment configurations;

5.1.2. Promptly and orderly conclude all work in progress or provide documentation of work in progress to Transferee, as County may direct;

5.1.3. Not, without County's prior written consent, transfer, reassign, or otherwise redeploy any of Contractor's personnel during the Disentanglement period to the extent such action would impede performance of Contractor's obligations under the Agreement;

5.1.4. If applicable, with reasonable prior written notice to County, remove its assets and equipment from County facilities;

5.1.5. If County requests, and to the extent permitted under the applicable agreements, assign to the Transferee (or use its best efforts to obtain consent to such assignment where required) all contracts including third-party licenses and maintenance and support agreements, used by Contractor exclusively in connection with the Services or Support and

Maintenance. Contractor shall perform all of its obligations under such contracts at all times prior to the date of assignment, and Contractor shall reimburse County for any losses resulting from any failure to perform any such obligations;

5.1.6. Deliver to Transferee all current, nonproprietary documentation and data related to County-owned assets and infrastructure. After confirming in writing with County that the applicable County Data is received intact or otherwise securely stored by County, Contractor shall securely erase all County Data, including on any hard drives and backup media, in accordance with NIST standards. Upon written consent from County, Contractor may retain one copy of documentation to the extent required for Contractor's archival purposes or warranty support; and

5.1.7. To the extent requested by County, provide County a list with current valuation based on net book value of any Contractor-owned tangible assets required to make the Contractor Platform available to County. County shall have the right to acquire any or all such assets for net book value. If County elects to acquire such assets for the net book value, Contractor shall use best efforts to ensure that any and all related warranties will transfer along with those assets.

6. Network Architecture/Security

6.1. Network Architecture

6.1.1. The Contractor Platform shall be protected behind a layer of firewalls.

6.1.2. At County's request, Contractor shall submit a network architecture diagram of County's stored and transmitted data, including the location of the data center and details of connectivity for all third parties who have access to County Data. Any network security changes implemented by Contractor must not compromise the security of County Data. Contractor shall ensure that all database servers are protected behind a second set of internal firewalls.

6.1.3. Contractor shall restrict inbound and outbound traffic to County's network to "deny all, permit by exception" configuration.

6.1.4. Contractor's wireless networks connected to the Contractor Platform shall at a minimum, be configured for Wi-Fi Protected Access 2 {WPA2}-Enterprise using Advanced Encryption Standard {AES} and Protected Extensible Authentication Protocol {PEAP}, or current industry security standards {whichever is higher} to secure and protect County data.

6.2. Physical Architecture/Security. Contractor shall connect its hosting site for the Contractor Platform through at least two {2} independent Internet Service Contractors {"ISPs"} with different Internet points of presence.

6.3. Disaster Recovery

63.1. Contractor shall maintain a disaster recovery plan for the Contractor Platform with mirrored sites geographically separated by at least 250 miles, with a Recovery Time Objective ("RTO") of a maximum of eight (8) hours and a Recovery Point Objective ("RPO") of a maximum of four (4) hours from the incident.

63.2. Contractor shall conduct a disaster recovery test of the hosted or SaaS system that is utilized by or comprises the Contractor Platform on at least an annual basis, and shall notify County at least ten (10) days in advance of each such test. In addition, Contractor shall conduct a disaster recovery test specific to County, including testing County Data and the Contractor Platform, in coordination with County at least once per year; the timing and duration of the County-specific test is subject to the approval of County.

64. County Data. Contractor shall make any County Data available to County upon request within one (1) business day and in any format reasonably requested by County, including, without limitation, Extensible Markup Language ("XML") and Structured Query Language ("SQL"), or in another format as may be mutually agreed by County and Contractor.

7. Service Availability

7.1. System Availability

7.1.1. Contractor guarantees that the Network Uptime (as defined herein) will be 99.99% of Prime Time (defined as County business days from 7 a.m. - 7 p.m. Eastern Time) and 98.00% of non-Prime Time for each calendar month during the term of the Agreement, excluding Scheduled Maintenance as defined herein (collectively, the "Network Uptime Guarantee"). Network Uptime is the time that the Contractor Platform and System are functioning optimally and fully operational, and requires proper functioning of all network infrastructure, including routers, switches, and cabling, affecting a user's ability to reliably transmit or receive data; Network Downtime is the remainder of time that is not included in Network Uptime, and is measured from the time the trouble ticket is opened to the time the Contractor Platform and System are fully restored. As long as the System is available over the Internet to at least two other comparable non-County customers (i.e., the System is functioning properly and there are no technical issues with Contractor or the Contractor Platform), any inability on the part of County to access the System as a result of a general Internet outage will not be counted toward Network Downtime. System unavailability for the purpose of building redundancy or other recovery systems that is approved by County in advance shall not be charged as downtime in computing the Network Downtime. Contractor Platform or System unavailability due to Contractor's equipment failure constitutes Network Downtime.

7.1.2. Contractor will refund to County five percent (5%) of the monthly fees (or monthly pro rata equivalent, if recurring fees under the Agreement are charged other than monthly) under the Agreement for each thirty (30) minutes of Network Downtime in excess of that permitted under the Network Uptime Guarantee (up to 100% of County's monthly or pro rata fee), measured on a calendar month basis. Such refunds will be paid within ten (10) days after

the applicable monthly report or, at County's option, may be credited against amounts due under any unpaid invoice or future invoice. If the Agreement provides for other credit or compensation due to County for an event that also constitutes Network Downtime, the greater of the two amounts shall apply.

7.1.3. Normal availability of the Contractor Platform and System shall be twenty-four (24) hours per day, seven (7) days per week. Planned downtime (i.e., taking the System offline such that it is not accessible to County) ("Scheduled Maintenance") shall occur during non-Prime Time and with at least five (5) business days' advance written notice to County. Contractor may conduct Scheduled Maintenance at other times without advance notice only with written consent from County, which consent will not be unreasonably withheld. During non-Prime Time, Contractor may perform routine maintenance operations that do not require the Contractor Platform or System to be taken offline but may have immaterial effects on performance and response time without any notice to County. Such immaterial degradation in performance and response time shall not be deemed Network Downtime. All changes that are expected to take more than four (4) hours to implement or are likely to impact user workflow require County's prior written approval, which will not be unreasonably withheld.

7.1.4. By the tenth day of each calendar month, Contractor shall provide County a report detailing Contractor's performance under this SLA for the prior calendar month. To the extent the performance fails to meet the Network Uptime Guarantee, the report shall calculate: the total number of minutes of uptime for each of Prime Time and non-Prime Time; the total number of minutes for each of Prime Time and non-Prime Time minus any applicable Scheduled Maintenance, respectively; and the percentage of uptime versus total time minus Scheduled Maintenance for each (e.g., monthly minutes of non-Prime Time network uptime / (Total minutes of non-Prime Time - Minutes of Scheduled Maintenance) = %).

7.2. Infrastructure Management

7.2.1. During Prime Time, Contractor shall ensure packet loss of less than one percent (1%) and less than sixty (60) milliseconds domestic latency within the Contractor Platform. Contractor shall maintain sufficient bandwidth to the Contractor Platform and ensure the server processing time (or CPU processing capacity) to provide millisecond response times from the server. County and Contractor recognize that end user response times are dependent on intermittent ISP network connectivity, and in the case of County's users, dependent on County's internal network health.

7.2.2. To the extent the Contractor Platform provides or supports public access to users in Broward County or through the County's web pages, the Contractor Platform shall support up to 500,000 site hits per calendar day and capture the number of site hits by page for performance to standards reporting.

7.2.3. Contractor will retain all County-related database records regardless of number or size.

7.2.4. To the extent the Contractor Platform includes an ad-hoc reporting tool or standard reports, Contractor agrees to provide unlimited access to such functionality to County. Contractor agrees to support an unlimited number of queries and reports against County Data. County agrees that Contractor may put reasonable size limits on queries and reports to maintain System performance, provided such limits do not materially impact County's regular business operations.

7.2.5. Contractor shall conduct full, encrypted backups (including System and user data) weekly and shall conduct incremental, encrypted backups daily. Encrypted backups will be written to a backup device with sufficient capacity to handle the data. Contractor shall maintain a complete current set of encrypted backups for County's System, including County Data, at a remote, off-site "hardened" facility from which data can be retrieved within one (1) business day at any point in time. Full System restoration performed as a recovery procedure after a natural disaster is included as part of the required performance by Contractor under this Agreement. Upon County's request, Contractor shall also provide restoration of individual file(s).

7.3. Performance Monitoring and Hosting Capacity Increases

7.3.1. If requested by County, Contractor shall provide standard reporting metrics of the Contractor Platform to County on a monthly basis which shall include: traffic patterns by user and by time; server load, including central processing unit load, virtual memory, disk and input/output channel utilization; transmission control protocol load for each server allocated in part or in full to County System; and system errors in the System, database, operating system, and each server allocated in part or in full to the System.

7.3.2. In the event County anticipates an increase in transaction volume or seeks to expand capacity beyond the limitations, if any, provided under the Agreement, Contractor will provide timeline and cost estimates to upgrade existing servers or deploy additional servers dedicated to County's System within fifteen (15) calendar days after written notice by County.

8. Additional Controls for Application Development Services (only applicable to ADS)

8.1. Application Developed for County

8.1.1. Development. Contractor shall develop, implement, and comply with industry-standard secure coding best practices as outlined by the County's Service Provider Application Secure Coding Standard. In addition, Contractor shall:

- Employ an effective application management methodology that incorporates information security technical and organizational policies, standards, and procedures into the software development lifecycle process;

- Follow standard development procedures, including separation of access and code between non-production and production environments and associated segregation of duties between such environments;
- Manage security of the development process and ensure secure coding practices are implemented and followed, including appropriate cryptographic controls, protections against malicious code and unauthorized access, and a peer code review process; and
- Ensure the use of any open source or third-party software or hardware does not undermine the security posture of the Contractor or County. Contractor shall document in writing to County all third-party software used in the application, including all libraries, frameworks, components, and other products, whether commercial, free, open-source, or closed-source.

8.1.2. Testing. Contractor shall use anonymized or obfuscated data in non-production environments. Contractor shall never use plain text production data in any non-production environment. Contractor shall ensure all test data and accounts are removed prior to production release.

Contractor shall conduct security testing using SAST {Static Application Security Testing} and DAST {Dynamic Application Security Testing} tools on functionally complete applications, at least once every year and after any significant modifications to source code or configuration and remediate any vulnerabilities prior to the deployment to the production environment. If applicable and upon request, Contractor shall provide a test URL link to County to perform additional security testing as necessary.

Upon request by County, Contractor shall provide an attestation letter to certify that security testing as specified above was performed along with security scan test results and tests performed. Any exceptions must be documented with the delivery of the attestation letter for acceptance by the County.



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